



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2722

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### GOEWERMENTSKENNISGEWING

#### DEPARTEMENT VAN ARBEID

No. R. 25 12 Januarie 1979

#### WET OP NYWERHEIDSVERSOENING, 1956 DRANK- EN SPYSENIERSBEDRYF, KAAP.— HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Spyseniërsbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1982 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (g) en 21 tot en met 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Bedryf in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (g) en 21 tot en met 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes 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 Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5560—A

### GOVERNMENT NOTICE

#### DEPARTMENT OF LABOUR

No. R. 25 12 January 1979

#### INDUSTRIAL CONCILIATION ACT, 1956

#### LIQUOR AND CATERING TRADE, CAPE.— MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Liquor and Catering Trade shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1982, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (g) and 21 to 25 inclusive, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Trade in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (g) and 21 to 25 inclusive, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

6270—1

## BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN  
SPYSNIERSBEDRYF, KAAP

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit deur en aangegaan tussen die

Hotel, Bottle Store, Restaurant Association, Cape

(hierna 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 Trades Employees' Association

(hierna die "werknemers of die "vakverenigings" genoem), aan die ander kant,

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

1. GEBIED EN TOEPASSINGSBESTEK VAN  
OOREENKOMS

(1) Hierdie ooreenkoms moet in die Drank- en Spysniersbedryf nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakverenigings;

(b) in die landdrostdistrikte Bellville, Goodwood, Die Kaap, Simonstad, Somerset-Wes, Strand en Wynberg.

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

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 van die Wet bepaal en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy vasstel.

## 3. WOORDOMSKRYWING

(1) Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk en in die Wet op Nywerheidsversoenings, 1956, omskryf word, dieselfde betekenis as in genoemde Wet, waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel, en woorde wat die manlike geslag aandui, omvat ook vroue; voorts dit onbestaanbaar met die samehang is, beteken—

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

"kroegwerker" '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 kroegwerkers, en dit omvat 'n kroegvrou;

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

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

"kassier" 'n werknemer wat in enige deel van die bedryfsinrigting, uitgesonderd die kroeg of die buiteverkoopafdeling, geld ontvang en kwitansies uitreik en ook klerklike werk kan verrig;

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

"sjef" of "hoofkok" 'n werknemer wat in beheer is van en toesig hou oor een of meer gekwalifiseerde koks en wat daarvoor verantwoordelik is dat al die werknemers wat in die kombuis werksaam is hul pligte behoorlik uitvoer;

"kontroleur van uitgaande goedere" 'n werknemer wat in diens is by 'n kontroleerpunt van uitgaande goedere in 'n buiteverkoopafdeling en wat skryf-, tik- of enige ander vorm van klerklike werk verrig en wat geld kan ontvang vir die betaling van rekenings en wat drank by die kontroleerpunt van uitgaande goedere kan verkoop;

## 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 by and between the

Hotel, Bottle Store, Restaurant Association, Cape

(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 APPLICATION OF  
AGREEMENT

(1) The terms of this Agreement shall be observed in the Liquor and Catering Trade—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;

(b) in the Magisterial Districts of Bellville, Goodwood, The Cape, Simonstown, Somerset West, Strand and Wynberg.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in 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 48 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, any reference to an Act shall include any amendment thereof, and words importing the masculine gender shall 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;

"barhand" means an employee engaged in a bar or off-sales 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 barhands, and includes a barmaid;

"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;

"cashier" means an employee engaged in receiving money and issuing receipts in any part of the establishment other than the bar or off-sales, and may also do clerical work;

"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 of their duties by all employees employed in the kitchen;

"check-out operator" means an employee who is employed at a check-out point in an off-sales and who may be engaged in writing, typing or any other form of clerical work and who may receive money for payment of accounts and who is permitted to conduct sales of liquor at the check-out point;



"kontroleerpunt van uitgaande goedere" dié punt in die buiteverkoopafdeling waar die kontroleur van uitgaande goedere sit en waar die goedere wat 'n klant gekoop het nagegaan en daarvoor betaal word;

"klerk" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en sluit dit in '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 gaarmaak: Met dien verstande dat wanneer 'n werknemer slegs dié werk verrig wat in die omskrywing van "koksassistent", "kelner", "kelnerin", of "werknemer graad II" 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;

"koksassistent" 'n werknemer uitgesonderd 'n werknemer graad II, wat onder die toesig van 'n sjef of hoofkok of 'n gekwalifiseerde manlike of vroulike kok, die kok behulpsaam is met die versorging van kos terwyl dit kook en/of vleis of ander kossoorte gaarmaak wat vir verbruik deur die werknemers van 'n bedryfsinrigting bedoel is;

"Raad" die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Kaap, wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"dag" 'n tydperk van 24 uur wat om 24h00 begin en eindig, behalwe dat 'n "dag" ten opsigte van nagwerkers 'n tydperk van 24 uur beteken wat om 12h00 begin en eindig;

"versendingsklerk" 'n werknemer wat verantwoordelik is vir die ontvang en versending van goedere;

"noodwerk" enige werk wat weens onvoorsiene omstandighede soos 'n storm, brand, ongeluk, gewelddaad, epidemiese siekte, absenteïsme of diefstal en weens die feit dat dit nodig is vir die instandhouding van noodsaaklike dienste sonder versuim gedoen moet word;

"bedryfsinrigting" 'n perseel waarvoor 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 Spyseniersbedryf" gespesifiseer word en waarin of in verband waarmee een of meer werknemers geheel of gedeeltelik in die drankbedryf geassosieer is;

"ondervinding" met betrekking tot dié werknemers vir wie 'n stygende loonskaal in klousule 4 voorgeskryf word, die totale tydperk of tydperke wat 'n werknemer werksaam was in die bepaalde beroep wat hy in die Drank- en Spyseniersbedryf beoefen: Met dien verstande dat alle ondervinding as 'n hoteljoggie geag word ondervinding as 'n portier te wees;

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

- (a) Beddens opmaak;
- (b) beddegoed, komberse en blomme versorg;
- (c) gaste se bagasie in- en uitpak en gaste se klere skoonmaak, stryk en pars;
- (d) biljartafels versorg en wat betaling kan ontvang vir die gebruik van die tafels;
- (e) ligte verversings oor 'n toonbank bedien, uitgesonderd oor 'n kroegtoonbank of in 'n buiteverkooptoonbank, eiers gaarmaak en brood rooster;

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

- (a) Kosware, gerei of ander artikels dra;
- (b) gerei, meubels, persele, voertuie, skoeisels, groente, vis, pluimvee of ander artikels skoonmaak (maar nie glase was nie), vloere, toonbanke, rakke, meubels of ander uitrusting in 'n kroeg of buiteverkoopafdeling vee en/of skoonmaak;
- (c) vuurmaak en vure aan die brand hou en/of afval verwyder;
- (d) pluimvee pluk, vrugte of groente skil en/of opsny, tee, koffie, kakao of soortgelyke drankte maak;
- (e) diere of pluimvee versorg;

"check-out point" means that point in the off-sales department where the check-out operator is situated and where the goods selected by a customer are checked and paid for;

"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 less than three years' experience;

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

"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 19 of the Act;

"day" means any period of 24 hours beginning and ending at 24h00, except that a "day" in respect of night workers shall mean any period of 24 hours beginning and ending at 12h00;

"despatch clerk" means an employee who is responsible for receiving and despatching goods;

"emergency work" means any work which, owing to unforeseen circumstances, such as storms, fire, accident, act of violence, epidemic illness, absenteeism or theft and which is necessary for the maintenance of essential services, must be done without delay;

"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 wholly or partially associated in the liquor 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: Provided that all experience as a page shall be deemed to be experience as a porter;

"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, blankets and flowers;
- (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;
- (e) serving light refreshments from behind a counter, excluding from behind a bar counter or an off-sales counter, cooking eggs and making toast;

"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-sales department;
- (c) making or maintaining fires and/or removing refuse;
- (d) plucking poultry, peeling and/or cutting up fruit or vegetables, making tea, coffee, cocoa or similar beverages;
- (e) tending animals or poultry;



- (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, maar nie persele, geboue, hekke of ander eiendom snags bewaak nie;  
 (j) goedere, uitgesonderd drank, te voet of met 'n trapfiets, driewiel of handvoertuig aflewer;  
 (k) tennissbane rol en merk.

(Vir die toepassing van hierdie omskrywing omvat die uitdrukking "Kosware, gerei of ander artikels dra" nie die dra van etes of verversings na gaste nie, uitgesonderd vroeëoggendtee, -koffie, -kakao, of soortgelyke drankke en warm water.);

"gas" enigeen wat of permanent of tydelik in 'n bedryfsinrigting woon en omvat dit ook 'n besoeker of klant, maar 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 uitrusting 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 ander 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;

"hotelkwekeling" 'n werknemer wat vir 'n tydperk van drie jaar in verskillende afdelings van 'n bedryfsinrigting werk met die oog op bestuursopleiding, en wie se indiensneming as 'n kwekeling in 'n besondere bedryfsinrigting die goedkeuring van die Raad wegdra;

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

"huisbakbediener" 'n werknemer wat 'n goedere- of passasiershysbak bedien;

"Drank- en Spyseniersbedryf" 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 Drankwet, 1977, uitgereik, gehou moet word:

Restourantdranklisensie;  
 hoteldranklisensie;  
 kantienlisensie;  
 wyn-en-bierlisensie;  
 teater- of sportgronde-dranklisensie;  
 tydelike dranklisensie;  
 nagtelike geleentheidslisensie;  
 houers van magtiging uitgereik ingevolge artikel 23;

"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;

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

"motorvoertuigdrywer" of "drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing word daar beskou dat by "n motorvoertuig dryf" inbegrepe is alle tydperke wat daar gedryf word en enige tyd wat die drywer aan die voertuig of die vrag bestee en alle tydperke wat hy verplig is om op diens te bly, gereed om te dryf;

"nagportier" 'n portier wie se diens merendeels tussen 19h00 en 07h00 val;

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

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

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

"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 or 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 of 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;

"hotel trainee" means an employee who, for a period of three years, is engaged in various departments of an establishment for managerial training, and whose employment as a trainee in a particular establishment has the approval of the Council;

"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;

"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, 1977, 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;  
 holders of authority issued in terms of section 23;

"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;

"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 19h00 and 07h00;

"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;



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

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

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

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

"klerklike assistent in die buiteverkoop afdeling" 'n werknemer in 'n buiteverkoopafdeling wat skryf-, tik- of enige ander vorm van klerklike werk verrig en wat geld kan ontvang vir die betaling van rekenings en omvat dit 'n kontroleur van uitgaande goedere;

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

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

"portier" 'n manlike werknemer van 18 jaar of ouer wat by die aankoms van treine en ander vervoermiddels aanwesig is, gaste en hul 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 hul behoeftes skenk en 'n telefoonskakelbord kan bedien;

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

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

"ontvangsklerk" 'n vroulike werknemer wat gaste ontvang, besprekings waarneem en 'n lys daarvan hou, rekenings uit-skrif, geld ontvang en kwitansies uitreik, en wat klerklike werk kan doen;

"ontvangsklerk, gekwalifiseer," 'n ontvangsklerk met minstens 18 maande ondervinding;

"ontvangsklerk, ongekwalifiseer," 'n ontvangsklerk met minder as 18 maande ondervinding;

"restaurantbestuurder" 'n werknemer wat in beheer is van 'n restaurant waarin minstens een hoofkelner of een hoofkelnerin werksaam is en wat daarvoor verantwoordelik is dat die werknemers wat in so 'n restaurant werksaam is hul pligte doeltreffend uitvoer;

"diens kroeg-kroegman" 'n werknemer, uitgesonderd 'n wynkelner, wat drank verkoop uit daardie deel van 'n gelisensieerde bedryfsinrigting waarin, kragtens die voorwaardes van die werkgewer se dranklisensie of in opdrag van die werkgewer, die publiek geen reg het om bedien te word nie en waaruit drank slegs aan wynkellers bedien word;

"diens kroeg-kroegman, gekwalifiseer," 'n diens kroeg-kroegman met minstens drie jaar ondervinding as 'n kroegman of 'n diens kroeg-kroegman of 'n buiteverkoopbediener;

"die kroeg-kroegman, ongekwalifiseer," 'n diens kroeg-kroegman met minder as drie jaar ondervinding as 'n kroegman of 'n diens kroeg-kroegman of 'n buiteverkoopbediener;

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

"sesdaagse bedryfsinrigting" 'n bedryfsinrigting waarin daar toegelaat word dat die Drank- en Spyseniersbedryf 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;

"stoorman" 'n werknemer wat beheer oor voorrade het en verantwoordelik is vir die ontvang, wegpak, verpakking of uitpak van goedere in 'n stoor, en vir die lewering van goedere uit 'n stoor aan afdelings of vir versending;

"telefonis" 'n werknemer wat 'n telefoonskakelbord bedien en klerklike werk kan verrig;

"loon" die bedrag ingevolge klousule 4 (1) van hierdie Ooreenkoms aan 'n werknemer betaalbaar ten opsigte van sy gewone werkure soos in klousule 6 voorgeskryf: Met dien verstande dat as 'n werkgewer sy werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit dié hoër bedrag beteken;

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

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

"off-sales attendant" means an employee engaged in the sale of liquor for consumption off the licensed premises;

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

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

"off-sales clerical assistant" means an employee in an off-sales who is engaged in writing, typing or any other form of clerical work and who may receive money for payment of accounts and shall include a check-out operator;

"page" means an employee under the age of 18 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 18 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 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 lists 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 18 months' experience;

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

"restaurant manager" means an employee who is in charge of a restaurant in which at least one head waiter or one head waitress is employed and who is responsible for the efficient performance of their duties by the employees employed in such restaurant;

"service-bar barman" means an employee, other than a wine steward, who is engaged in the sale of liquor from that part of the licensed establishment in which, by virtue of the conditions of the employer's liquor licence or by the direction of the employer, the public has no right to be served and from which liquor is served to wine stewards only;

"service-bar barman, qualified," means a service-bar barman who has had not less than three years' experience as a barman or a service-bar barman or an off-sales attendant;

"service-bar barman, unqualified," means a service-bar barman who has had less than three years' experience as a barman or a service-bar barman or an off-sales attendant;

"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;

"storeman" means an employee who is in charge of stores and who is responsible for receiving, storing, packing or unpacking goods in a store, and for delivering goods from a store to departments or for despatch;

"telephone operator" means an employee who operates a telephone switchboard, and who may do clerical work;

"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 6: 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;

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

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

"kelnerin" 'n vroulike werknemer wat etes, verversings of drank bedien of dra na gaste wat hul etes in eetkamers en restaurante of in hul slaapkamers nuttig, mits die drank wat in slaapkamers bedien word vergesel gaan van etes of verversings uit die kombuis of spens; en wat—

(a) tafels kan dek of afdek;

(b) etes of verversings aan gaste kan bedien of dit na hulle dra;

(c) drank kan bedien aan gaste wat etes of verversings in eetkamers, restaurante of in hul slaapkamers nuttig; en wat

(d) toebroodjies kan maak, slaageregte kan berei, en betaling van gaste kan aanneem vir goedere, 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;

"wynkelner" 'n werknemer wat drank en ligte verversings bedien in enige deel van 'n bedryfsinrigting, uitgesonderd van agter 'n kroegtoonbank of in 'n buiteverkoopafdeling, en wat geld van gaste kan ontvang vir drank of verversings wat hy bedien;

"jaar" 'n ononderbroke tydperk van 365 dae.

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms moet daar beskou word dat hy tot dié klas behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

#### 4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergemelde klasse werknemers moet betaal, is dié wat hier volg:

(a) (i) In die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg:

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

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

"waitress" means a female employee who serves or carries meals, refreshments or liquor to guests partaking of meals in dining rooms and restaurants or in bedrooms provided liquor served in bedrooms is accompanied by meals or refreshments from the kitchen or still-room; and—

(a) who may set or clear tables;

(b) who may serve or carry meals or refreshments to guests;

(c) who may serve liquor to guests who are partaking of meals or refreshments in dining rooms, restaurants or in their bedrooms;

(d) 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;

"wine steward" means an employee who is engaged in serving liquor and light refreshments in any portion of an establishment, excluding serving from behind a bar counter or off-sales, and who may accept payment from guests for liquor or refreshments supplied;

"year" means a continuous period of 365 days.

(2) In classifying an employee for the purposes 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 wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:

(a) (i) In the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg:

	Gedurende die eerste 18 maande van hierdie ooreenkoms				Daarna			
	Los werknemers				Los werknemers			
	Werknemers, uitgesonderd los en deeltydse werknemers Per week	Vier uur diens of minder op enige bepaalde dag	Meer as vier uur maar hoogstens agt uur diens op enige bepaalde dag	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige bepaalde dag	Werknemers, uitgesonderd los en deeltydse werknemers Per week	Vier uur diens of minder op enige bepaalde dag	Meer as vier uur maar hoogstens agt uur diens op enige bepaalde dag	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige bepaalde dag
Bestuurder.....	R 81,00	—	—	—	R 89,10	—	—	—
Bestuurderes.....	60,50	—	—	—	66,55	—	—	—
Assistent-bestuurder.....	63,50	7,15	11,00	1,43	69,85	7,85	12,10	1,57
Assistent-bestuurderes.....	48,60	—	—	—	53,46	—	—	—
Hoofkroegman.....	63,50	7,15	11,00	1,43	69,85	7,85	12,10	1,57
Hoofkelner.....	45,95	5,88	9,45	1,32	50,54	6,45	10,40	1,45
Hoofkelnerin.....	30,00	4,11	6,84	0,89	33,00	4,52	7,52	0,98
Sjef of hoofkok, man.....	45,30	8,72	12,13	1,65	49,83	9,60	13,35	1,82
Sjef of hoofkok, vrou.....	42,50	8,74	12,16	1,64	46,75	9,61	13,37	1,80
Kroegman, gekwalifiseer.....	59,00	6,54	10,04	1,29	64,90	7,19	11,04	1,41
Kroegman, ongekwalifiseer—	—	—	—	—	—	—	—	—
gedurende die eerste ses maande ondervinding..	30,43	—	—	—	33,47	—	—	—
gedurende die tweede ses maande ondervinding..	34,44	—	—	—	37,88	—	—	—
gedurende die derde ses maande ondervinding..	39,75	—	—	—	43,73	—	—	—
gedurende die vierde ses maande ondervinding..	44,55	—	—	—	49,01	—	—	—
gedurende die vyfde ses maande ondervinding..	47,82	—	—	—	52,60	—	—	—
gedurende die sesde ses maande ondervinding..	51,15	—	—	—	56,27	—	—	—
Kroegwerker.....	24,00	3,52	5,90	0,77	26,40	3,87	6,49	0,84
Kontroleur van uitgaande goedere.....	44,70	4,98	7,69	0,97	49,17	5,47	8,46	1,06
Klerk/Onvangsklerk, man, gekwalifiseer.....	47,20	8,15	11,15	1,38	51,92	8,95	12,30	1,51
Klerk/Onvangsklerk, man, ongekwalifiseer—	—	—	—	—	—	—	—	—
gedurende die eerste ses maande ondervinding..	27,20	—	—	—	29,92	—	—	—
gedurende die tweede ses maande ondervinding..	32,92	—	—	—	36,21	—	—	—
gedurende die derde ses maande ondervinding..	38,40	—	—	—	42,24	—	—	—
gedurende die vierde ses maande ondervinding..	43,50	—	—	—	47,85	—	—	—
Klerk, vrou, gekwalifiseer.....	31,00	6,14	8,79	1,18	34,10	6,75	9,66	1,29
Klerk, vrou, ongekwalifiseer—	—	—	—	—	—	—	—	—
gedurende die eerste ses maande ondervinding..	21,59	—	—	—	23,75	—	—	—
gedurende die tweede ses maande ondervinding..	24,57	—	—	—	27,03	—	—	—
gedurende die derde ses maande ondervinding..	26,27	—	—	—	28,90	—	—	—
gedurende die vierde ses maande ondervinding..	28,63	—	—	—	31,49	—	—	—
Kok, man, gekwalifiseer.....	33,45	6,41	8,89	1,18	36,79	7,05	9,77	1,29
Kok, man, ongekwalifiseer—	—	—	—	—	—	—	—	—
gedurende die eerste ses maande ondervinding..	20,44	—	—	—	22,48	—	—	—
gedurende die tweede ses maande ondervinding..	22,47	—	—	—	24,72	—	—	—
gedurende die derde ses maande ondervinding..	26,52	—	—	—	29,17	—	—	—
gedurende die vierde ses maande ondervinding..	26,92	—	—	—	29,61	—	—	—
gedurende die vyfde ses maande ondervinding..	28,83	—	—	—	31,71	—	—	—
gedurende die sesde ses maande ondervinding..	31,08	—	—	—	34,19	—	—	—



	Gedurende die eerste 18 maande van hierdie ooreenkoms				Daarna			
	Werknemers uitgesonderd los en deel- tydse werk- nemers	Los werknemers			Werknemers, uitgesonderd los en deel- tydse werk- nemers	Los werknemers		
		Vier uur diens of minder op enige be- paalde dag	Meer as vier uur maar hoog- stens agt uur diens op enige be- paalde dag	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige be- paalde dag		Vier uur diens of minder op enige be- paalde dag	Meer as vier uur maar hoog- stens agt uur diens op enige be- paalde dag	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige be- paalde dag
	Per week				Per week			
Kok, vrou, gekwalifiseer.....	R 26,00	R 5,28	R 7,31	R 1,01	R 28,60	R 5,80	R 8,04	R 1,11
Kok, vrou, ongekwalifiseer—								
gedurende die eerste ses maande ondervinding..	15,31	—	—	—	16,84	—	—	—
gedurende die tweede ses maande ondervinding..	16,88	—	—	—	18,57	—	—	—
gedurende die derde ses maande ondervinding..	18,52	—	—	—	20,37	—	—	—
gedurende die vierde ses maande ondervinding..	20,03	—	—	—	22,03	—	—	—
gedurende die vyfde ses maande ondervinding..	21,78	—	—	—	23,96	—	—	—
gedurende die sesde ses maande ondervinding..	24,26	—	—	—	26,69	—	—	—
Kokassistent.....	22,80	3,30	5,52	0,72	25,08	3,63	6,07	0,79
Werknemer graad I, man.....	24,00	3,07	5,09	0,67	26,40	3,37	5,59	0,73
Werknemer graad I, vrou.....	20,90	3,10	5,18	0,69	22,99	3,41	5,70	0,76
Werknemer graad II, man.....	24,00	2,38	4,23	0,66	26,40	2,61	4,65	0,73
Werknemer graad II, vrou.....	18,55	2,09	3,72	0,58	20,41	2,29	4,09	0,63
Faktotum.....	36,00	3,16	5,34	0,71	39,60	3,47	5,87	0,78
Hoteltkekeling—								
gedurende die eerste ses maande ondervinding..	18,56	—	—	—	20,42	—	—	—
gedurende die tweede ses maande ondervinding..	23,17	—	—	—	25,49	—	—	—
gedurende die derde ses maande ondervinding..	27,84	—	—	—	30,62	—	—	—
gedurende die vierde ses maande ondervinding..	38,69	—	—	—	42,56	—	—	—
Daarna.....	46,40	—	—	—	51,04	—	—	—
Huishoudster.....	31,60	6,12	8,77	1,18	34,76	6,73	9,64	1,30
Hysbakbediener.....	20,00	4,00	6,48	0,84	22,00	4,40	7,12	0,92
Motorvoertuigdrywer—								
tot 450 kg.....	27,90	3,72	6,03	0,79	30,69	4,09	6,63	0,87
bo 450 kg.....	32,00	4,18	6,69	1,00	35,20	4,60	7,36	1,10
Nagwag.....	24,00	3,57	5,95	0,79	26,40	3,92	6,54	0,87
Buiteverkoopbediener en diensroeg-kroegman, man/vrou, gekwalifiseer.....	61,00	6,43	9,87	1,27	67,10	7,08	10,85	1,39
Buiteverkoopbediener en diensroeg-kroegman, man/vrou, ongekwalifiseer—								
gedurende die eerste ses maande ondervinding..	31,83	—	—	—	35,01	—	—	—
gedurende die tweede ses maande ondervinding..	36,10	—	—	—	39,71	—	—	—
gedurende die derde ses maande ondervinding..	41,59	—	—	—	45,75	—	—	—
gedurende die vierde ses maande ondervinding..	46,58	—	—	—	51,24	—	—	—
gedurende die vyfde ses maande ondervinding..	50,08	—	—	—	55,08	—	—	—
gedurende die sesde ses maande ondervinding..	53,68	—	—	—	59,05	—	—	—
Klerklike assistent in die buiteverkoopafdeling....	44,70	4,98	7,69	0,97	49,17	5,47	8,46	1,06
Hoteljoggie.....	18,00	2,10	3,74	0,58	19,80	2,31	4,11	0,63
Portier, gekwalifiseer.....	26,50	5,43	7,50	1,00	29,15	5,97	8,25	1,10
Portier, ongekwalifiseer—								
gedurende die eerste ses maande ondervinding..	15,69	—	—	—	17,26	—	—	—
gedurende die tweede ses maande ondervinding..	18,32	—	—	—	20,15	—	—	—
gedurende die derde ses maande ondervinding..	20,62	—	—	—	22,68	—	—	—
gedurende die vierde ses maande ondervinding..	23,47	—	—	—	25,82	—	—	—
Nagportier, gekwalifiseer.....	31,00	6,34	8,80	1,23	34,10	6,97	9,68	1,35
Nagportier, ongekwalifiseer—								
gedurende die eerste ses maande ondervinding..	15,85	—	—	—	17,44	—	—	—
gedurende die tweede ses maande ondervinding..	19,84	—	—	—	21,83	—	—	—
gedurende die derde ses maande ondervinding..	23,60	—	—	—	25,96	—	—	—
gedurende die vierde ses maande ondervinding..	26,89	—	—	—	29,58	—	—	—
Ontvangsklerk, vrou, gekwalifiseer.....	39,30	6,75	9,35	1,16	43,23	7,42	10,28	1,27
Ontvangsklerk, vrou, ongekwalifiseer—								
gedurende die eerste ses maande ondervinding..	29,90	—	—	—	32,89	—	—	—
gedurende die tweede ses maande ondervinding..	33,03	—	—	—	36,34	—	—	—
gedurende die derde ses maande ondervinding..	36,27	—	—	—	39,90	—	—	—
Restourantbestuurder.....	63,50	7,15	11,00	1,43	69,85	7,85	12,10	1,57
Diensroeg-kroegman (kyk buiteverkoopbediener)								
Kelner, gekwalifiseer.....	30,00	3,86	6,24	0,79	33,00	4,24	6,86	0,87
Kelner, ongekwalifiseer—								
gedurende die eerste ses maande ondervinding..	16,25	—	—	—	17,87	—	—	—
gedurende die tweede ses maande ondervinding..	18,81	—	—	—	20,69	—	—	—
gedurende die derde ses maande ondervinding..	21,02	—	—	—	23,12	—	—	—
gedurende die vierde ses maande ondervinding..	23,86	—	—	—	26,25	—	—	—
Kelnerin, gekwalifiseer.....	24,25	3,27	5,48	0,71	26,67	3,60	6,02	0,78
Kelnerin, ongekwalifiseer—								
gedurende die eerste ses maande ondervinding..	17,46	—	—	—	19,20	—	—	—
gedurende die tweede ses maande ondervinding..	20,85	—	—	—	22,94	—	—	—

	During the first 18 months of operation of this Agreement				Employees other than casual and part-time employees  Per week	Thereafter			
	Employees other than casual and part-time employees  Per week	Casual employees				Employees other than casual and part-time employees  Per week	Casual employees		
		Four hours' employment or less in any one day	Over four hours' but not exceeding eight hours' employment in any one day	For each hour or part thereof of employment in excess of eight hours in any one day			Four hours' employment or less in any one day	Over four hours' but not exceeding eight hours' employment in any one day	For each hour or part thereof of employment in excess of eight hours in any one day
	R	R	R	R	R	R	R	R	
Manager.....	81,00	—	—	—	89,10	—	—	—	
Manageress.....	60,50	—	—	—	66,55	—	—	—	
Assistant manager.....	63,50	7,15	11,00	1,43	69,85	7,85	12,10	1,57	
Assistant manageress.....	48,60	—	—	—	53,46	—	—	—	
Head barman.....	63,50	7,15	11,00	1,43	69,85	7,85	12,10	1,57	
Head waiter.....	45,95	5,88	9,45	1,32	50,54	6,45	10,40	1,45	
Head waitress.....	30,00	4,11	6,84	0,89	33,00	4,52	7,52	0,98	
Chef or head cook, male.....	45,30	8,72	12,13	1,65	49,83	9,60	13,35	1,82	
Chef or head cook, female.....	42,50	8,74	12,16	1,64	46,75	9,61	13,37	1,80	
Barman, qualified.....	59,00	6,54	10,04	1,29	64,90	7,19	11,04	1,41	
Barman, unqualified—									
during the first six months' experience.....	30,43	—	—	—	33,47	—	—	—	
during the second six months' experience.....	34,44	—	—	—	37,88	—	—	—	
during the third six months' experience.....	39,75	—	—	—	43,73	—	—	—	
during the fourth six months' experience.....	44,55	—	—	—	49,01	—	—	—	
during the fifth six months' experience.....	47,82	—	—	—	52,60	—	—	—	
during the sixth six months' experience.....	51,15	—	—	—	56,27	—	—	—	

	During the first 18 months of operation of this Agreement				Employees other than casual and part-time employees Per week	Thereafter			
	Employees other than casual and part-time employees Per week	Casual employees				Employees other than casual and part-time employees Per week	Casual employees		
		Four hours' employment or less in any one day	Over four hours' but not exceeding eight hours' employment in any one day	For each hour or part thereof of employment in excess of eight hours in any one day			Four hours' employment or less in any one day	Over four hours' but not exceeding eight hours' employment in any one day	For each hour or part thereof of employment in excess of eight hours in any one day
	R	R	R	R	R	R	R	R	
Barhand.....	24,00	3,52	5,90	0,77	26,40	3,87	6,49	0,84	
Check-out operator.....	44,70	4,98	7,69	0,97	49,17	5,47	8,46	1,06	
Clerical employee/Receptionist, male, qualified	47,20	8,15	11,15	1,38	51,92	8,95	12,30	1,51	
Clerical employee/Receptionist, male, unqualified—									
during the first six months' experience.....	27,20	—	—	—	29,92	—	—	—	
during the second six months' experience.....	32,92	—	—	—	36,21	—	—	—	
during the third six months' experience.....	38,40	—	—	—	42,24	—	—	—	
during the fourth six months' experience.....	43,50	—	—	—	47,85	—	—	—	
Clerical employee, female, qualified.....	31,00	6,14	8,79	1,18	34,10	6,75	9,66	1,29	
Clerical employee, female, unqualified—									
during the first six months' experience.....	21,59	—	—	—	23,75	—	—	—	
during the second six months' experience.....	24,57	—	—	—	27,03	—	—	—	
during the third six months' experience.....	26,27	—	—	—	28,90	—	—	—	
during the fourth six months' experience.....	28,63	—	—	—	31,49	—	—	—	
Cook, male, qualified.....	33,45	6,41	8,89	1,18	36,79	7,05	9,77	1,29	
Cook, male, unqualified—									
during the first six months' experience.....	20,44	—	—	—	22,48	—	—	—	
during the second six months' experience.....	22,47	—	—	—	24,72	—	—	—	
during the third six months' experience.....	26,52	—	—	—	29,17	—	—	—	
during the fourth six months' experience.....	26,92	—	—	—	29,61	—	—	—	
during the fifth six months' experience.....	28,83	—	—	—	31,71	—	—	—	
during the sixth six months' experience.....	31,08	—	—	—	34,19	—	—	—	
Cook, female, qualified.....	26,00	5,28	7,31	1,01	28,60	5,80	8,04	1,11	
Cook, female, unqualified—									
during the first six months' experience.....	15,31	—	—	—	16,84	—	—	—	
during the second six months' experience.....	16,88	—	—	—	18,57	—	—	—	
during the third six months' experience.....	18,52	—	—	—	20,37	—	—	—	
during the fourth six months' experience.....	20,03	—	—	—	22,03	—	—	—	
during the fifth six months' experience.....	21,78	—	—	—	23,96	—	—	—	
during the sixth six months' experience.....	24,26	—	—	—	26,69	—	—	—	
Cook's assistant.....	22,80	3,30	5,52	0,72	25,08	3,63	6,07	0,79	
Grade I employee, male.....	24,00	3,07	5,09	0,67	26,40	3,37	5,59	0,73	
Grade I employee, female.....	20,90	3,10	5,18	0,69	22,99	3,41	5,70	0,76	
Grade II employee, male.....	24,00	2,38	4,23	0,66	26,40	2,61	4,65	0,73	
Grade II employee, female.....	18,55	2,09	3,72	0,58	20,41	2,29	4,09	0,63	
Handyman.....	36,00	3,16	5,34	0,71	39,60	3,47	5,87	0,78	
Hotel trainee—									
during the first six months' experience.....	18,56	—	—	—	20,42	—	—	—	
during the second six months' experience.....	23,17	—	—	—	25,49	—	—	—	
during the third six months' experience.....	27,84	—	—	—	30,62	—	—	—	
during the fourth six months' experience.....	38,69	—	—	—	42,56	—	—	—	
thereafter.....	46,40	—	—	—	51,04	—	—	—	
Housekeeper.....	31,60	6,12	8,77	1,18	34,76	6,73	9,64	1,30	
Lift attendant.....	20,00	4,00	6,48	0,84	22,00	4,40	7,12	0,92	
Motor vehicle driver—									
up to 450 kg.....	27,90	3,72	6,03	0,79	30,69	4,09	6,63	0,87	
over 450 kg.....	32,00	4,18	6,69	1,00	35,20	4,60	7,36	1,10	
Night watchman.....	24,00	3,57	5,95	0,79	26,40	3,92	6,54	0,87	
Off-sales attendant and service-bar barman, male/female, qualified.....	61,00	6,43	9,87	1,27	67,10	7,08	10,85	1,39	
Off-sales attendant and service-bar barman, male/female, unqualified—									
during the first six months' experience.....	31,83	—	—	—	35,01	—	—	—	
during the second six months' experience.....	36,10	—	—	—	39,71	—	—	—	
during the third six months' experience.....	41,59	—	—	—	45,75	—	—	—	
during the fourth six months' experience.....	46,58	—	—	—	51,24	—	—	—	
during the fifth six months' experience.....	50,08	—	—	—	55,08	—	—	—	
during the sixth six months' experience.....	53,68	—	—	—	59,05	—	—	—	
Off-sales clerical assistant.....	44,70	4,98	7,69	0,97	49,17	5,47	8,46	1,06	
Page.....	18,00	2,10	3,74	0,58	19,80	2,31	4,11	0,63	
Porter, qualified.....	26,50	5,43	7,50	1,00	29,15	5,97	8,25	1,10	
Porter, unqualified—									
during the first six months' experience.....	15,69	—	—	—	17,26	—	—	—	
during the second six months' experience.....	18,32	—	—	—	20,15	—	—	—	
during the third six months' experience.....	20,62	—	—	—	22,68	—	—	—	
during the fourth six months' experience.....	23,47	—	—	—	25,82	—	—	—	
Night porter, qualified.....	31,00	6,34	8,80	1,23	34,10	6,97	9,68	1,35	
Night porter, unqualified—									
during the first six months' experience.....	15,85	—	—	—	17,44	—	—	—	
during the second six months' experience.....	19,84	—	—	—	21,83	—	—	—	
during the third six months' experience.....	23,60	—	—	—	25,96	—	—	—	
during the fourth six months' experience.....	26,89	—	—	—	29,58	—	—	—	
Receptionist, qualified.....	39,30	6,75	9,35	1,16	43,23	7,42	10,28	1,27	
Receptionist, unqualified—									
during the first six months' experience.....	29,90	—	—	—	32,89	—	—	—	
during the second six months' experience.....	33,03	—	—	—	36,34	—	—	—	
during the third six months' experience.....	36,27	—	—	—	39,90	—	—	—	
Restaurant manager.....	63,50	7,15	11,00	1,43	69,85	7,85	12,10	1,57	
Service-bar barman (see off-sales attendant)									
Waiter, qualified.....	30,00	3,86	6,24	0,79	33,00	4,24	6,86	0,87	
Waiter, unqualified—									
during the first six months' experience.....	16,25	—	—	—	17,87	—	—	—	
during the second six months' experience.....	18,81	—	—	—	20,69	—	—	—	
during the third six months' experience.....	21,02	—	—	—	23,12	—	—	—	
during the fourth six months' experience.....	23,86	—	—	—	26,25	—	—	—	
Waitress, qualified.....	24,25	3,27	5,48	0,71	26,67	3,60	6,02	0,78	
Waitress, unqualified—									
during the first six months' experience.....	17,46	—	—	—	19,20	—	—	—	
during the second six months' experience.....	20,85	—	—	—	22,94	—	—	—	



## (ii) In die landdrosdistrikte Somerset-Wes en Strand

	Werknemers, uitgesonderd los en deel- tydse werk- nemers  Per week	Los werknemers		
		Vier uur diens of minder op enige be- paalde dag	Meer as vier uur maar hoog- stens agt uur diens op enige be- paalde dag	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige be- paalde dag
	R	R	R	R
Bestuurder .....	74,80	—	—	—
Bestuurderes .....	55,00	—	—	—
Assistent-bestuurder .....	57,75	—	—	—
Assistent-bestuurderes .....	41,25	—	—	—
Hoofkroegman .....	57,75	6,50	10,00	1,30
Hoofkelner .....	41,80	5,35	8,60	1,20
Hoofkelnerin .....	26,95	3,70	6,15	0,80
Sjef of hoofkok, man .....	41,25	7,95	11,05	1,50
Sjef of hoofkok, vrou .....	33,55	6,90	9,60	1,30
Kroegman, gekwalifiseer .....	52,25	5,80	8,90	1,15
Kroegman, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding .....	26,95	—	—	—
gedurende die tweede ses maande ondervinding .....	30,50	—	—	—
gedurende die derde ses maande ondervinding .....	35,20	—	—	—
gedurende die vierde ses maande ondervinding .....	39,45	—	—	—
gedurende die vyfde ses maande ondervinding .....	42,35	—	—	—
gedurende die sesde ses maande ondervinding .....	45,30	—	—	—
Kroegwerker .....	18,70	2,75	4,60	0,60
Kontroleur van uitgaande goedere .....	41,25	4,60	7,10	0,90
Klerk/Ontvangsklerk, man, gekwalifiseer .....	42,90	7,40	10,15	1,25
Klerk/Ontvangsklerk, man, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding .....	24,75	—	—	—
gedurende die tweede ses maande ondervinding .....	29,92	—	—	—
gedurende die derde ses maande ondervinding .....	34,90	—	—	—
gedurende die vierde ses maande ondervinding .....	39,50	—	—	—
Klerk, vrou, gekwalifiseer .....	27,50	5,45	7,80	1,05
Klerk, vrou, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding .....	19,15	—	—	—
gedurende die tweede ses maande ondervinding .....	21,80	—	—	—
gedurende die derde ses maande ondervinding .....	23,30	—	—	—
gedurende die vierde ses maande ondervinding .....	25,40	—	—	—
Kok, man, gekwalifiseer .....	29,70	5,70	7,90	1,05
Kok, man, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding .....	18,15	—	—	—
gedurende die tweede ses maande ondervinding .....	19,95	—	—	—
gedurende die derde ses maande ondervinding .....	23,55	—	—	—
gedurende die vierde ses maande ondervinding .....	23,90	—	—	—
gedurende die vyfde ses maande ondervinding .....	25,60	—	—	—
gedurende die sesde ses maande ondervinding .....	27,60	—	—	—
Kok, vrou, gekwalifiseer .....	23,10	4,70	6,50	0,90
Kok, vrou, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding .....	13,60	—	—	—
gedurende die tweede ses maande ondervinding .....	15,00	—	—	—
gedurende die derde ses maande ondervinding .....	16,45	—	—	—
gedurende die vierde ses maande ondervinding .....	17,80	—	—	—
gedurende die vyfde ses maande ondervinding .....	19,35	—	—	—
gedurende die sesde ses maande ondervinding .....	21,55	—	—	—
Kokassistent .....	19,00	2,75	4,60	0,60
Werknemer graad I, man .....	21,45	2,75	4,55	0,60
Werknemer graad I, vrou .....	18,15	2,70	4,50	0,60
Werknemer graad II, man .....	18,15	1,80	3,20	0,50
Werknemer graad II, vrou .....	15,95	1,80	3,20	0,50
Faktotum .....	33,00	2,90	4,90	0,65
Hotelkwekeling—				
gedurende die eerste ses maande ondervinding .....	16,50	—	—	—
gedurende die tweede ses maande ondervinding .....	20,60	—	—	—
gedurende die derde ses maande ondervinding .....	24,75	—	—	—
gedurende die vierde ses maande ondervinding .....	34,40	—	—	—
Daarna .....	41,25	—	—	—
Huishoudster .....	28,10	5,45	7,80	1,05
Hysbakbediener .....	16,50	3,30	5,35	0,70
Motorvoertuigdrywer—				
tot 450 kg .....	24,75	3,30	5,35	0,70
bo 450 kg .....	28,70	3,75	6,00	0,90
Nagwag .....	18,15	2,70	4,50	0,60
Buiteverkoopbediener en dienskroeg-kroegman, man/vrou, gekwalifiseer .....	55,00	5,75	8,90	1,15
Buiteverkoopbediener en dienskroeg-kroegman, man/vrou, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding .....	28,70	—	—	—
gedurende die tweede ses maande ondervinding .....	32,55	—	—	—
gedurende die derde ses maande ondervinding .....	37,50	—	—	—
gedurende die vierde ses maande ondervinding .....	42,00	—	—	—
gedurende die vyfde ses maande ondervinding .....	45,15	—	—	—
gedurende die sesde ses maande ondervinding .....	48,40	—	—	—
Klerklike assistent in die buiteverkoopafdeling .....	41,25	4,60	7,10	0,90
Hoteljoggie .....	15,40	1,80	3,20	0,50

	Werknemers, uitgesonderd los en deel- tydse werk- nemers  Per week	Los werknemers		
		Vier uur diens of minder op enige be- paalde dag	Meer as vier uur maar hoog- stens agt uur diens op enige be- paalde dag	Vir elke uur of gedeelte van 'n uur diens meer as agt uur op enige be- paalde dag
Portier, gekwalifiseer.....	R 23,65	R 4,85	R 6,70	R 0,90
Portier, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	14,00	—	—	—
gedurende die tweede ses maande ondervinding.....	16,35	—	—	—
gedurende die derde ses maande ondervinding.....	18,40	—	—	—
gedurende die vierde ses maande ondervinding.....	20,95	—	—	—
Nagportier, gekwalifiseer.....	26,40	5,40	7,50	1,05
Nagportier, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	13,50	—	—	—
gedurende die tweede ses maande ondervinding.....	16,90	—	—	—
gedurende die derde ses maande ondervinding.....	20,10	—	—	—
gedurende die vierde ses maande ondervinding.....	22,90	—	—	—
Ontvangsklerk, vrou, gekwalifiseer.....	35,75	6,15	8,50	1,05
Ontvangsklerk, vrou, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	27,20	—	—	—
gedurende die tweede ses maande ondervinding.....	30,05	—	—	—
gedurende die derde ses maande ondervinding.....	33,00	—	—	—
Restourantbestuurder.....	57,75	—	—	—
Diens kroeg-kroegman (kyk buiteverkoopbediener)				
Kelner, gekwalifiseer.....	26,40	3,40	5,50	0,70
Kelner, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	14,30	—	—	—
gedurende die tweede ses maande ondervinding.....	16,55	—	—	—
gedurende die derde ses maande ondervinding.....	18,50	—	—	—
gedurende die vierde ses maande ondervinding.....	21,00	—	—	—
Kelnerin, gekwalifiseer.....	20,35	2,75	4,60	0,60
Kelnerin, ongekwalifiseer—				
gedurende die eerste ses maande ondervinding.....	14,65	—	—	—
gedurende die tweede ses maande ondervinding.....	17,50	—	—	—

## (ii) In the Magisterial Districts of Somerset West and Strand.

	Employees other than casual and part-time employees  Per week	Casual Employees		
		Four hours employment or less in any one day	Over four hours' but not exceed- ing eight hours' employment in any one day	For each hour or part thereof of employment in excess of eight hours in any one day
	R	R	R	R
Manager.....	74,80	—	—	—
Manageress.....	55,00	—	—	—
Assistant manager.....	57,75	—	—	—
Assistant manageress.....	41,25	—	—	—
Head barman.....	57,75	6,50	10,00	1,30
Head waiter.....	41,80	5,35	8,60	1,20
Head waitress.....	26,95	3,70	6,15	0,80
Chef or head cook, male.....	41,25	7,95	11,05	1,50
Chef or head cook, female.....	33,55	6,90	9,60	1,30
Barman, qualified.....	52,25	5,80	8,90	1,15
Barman, unqualified—				
during the first six months' experience.....	26,95	—	—	—
during the second six months' experience.....	30,50	—	—	—
during the third six months' experience.....	35,20	—	—	—
during the fourth six months' experience.....	39,45	—	—	—
during the fifth six months' experience.....	42,35	—	—	—
during the sixth six months' experience.....	45,30	—	—	—
Barhand.....	18,70	2,75	4,60	0,60
Check-out operator.....	41,25	4,60	7,10	0,90
Clerical employee/Receptionist, male, qualified.....	42,90	7,40	10,15	1,25
Clerical employee/Receptionist, male, unqualified—				
during the first six months' experience.....	24,75	—	—	—
during the second six months' experience.....	29,92	—	—	—
during the third six months' experience.....	34,90	—	—	—
during the fourth six months' experience.....	39,50	—	—	—
Clerical employee, female, qualified.....	27,50	5,45	7,80	1,05
Clerical employee, female, unqualified—				
during the first six months' experience.....	19,15	—	—	—
during the second six months' experience.....	21,80	—	—	—
during the third six months' experience.....	23,30	—	—	—
during the fourth six months' experience.....	25,40	—	—	—



	Employees other than casual and part-time employees  Per week	Casual Employees		
		Four hours employment or less in any one day	Over four hours but not exceed- ing eight hours employment in any one day	For each hour or part thereof of employment in excess of eight hours in any one day
Cook, male, qualified.....	R 29,70	R 5,70	R 7,90	R 1,05
Cook, male, unqualified—				
during the first six months' experience.....	18,15	—	—	—
during the second six months' experience.....	19,95	—	—	—
during the third six months' experience.....	23,55	—	—	—
during the fourth six months' experience.....	23,90	—	—	—
during the fifth six months' experience.....	25,60	—	—	—
during the sixth six months' experience.....	27,60	—	—	—
Cook, female, qualified.....	23,10	4,70	6,50	0,90
Cook, female, unqualified—				
during the first six months' experience.....	13,60	—	—	—
during the second six months' experience.....	15,00	—	—	—
during the third six months' experience.....	16,45	—	—	—
during the fourth six months' experience.....	17,80	—	—	—
during the fifth six months' experience.....	19,35	—	—	—
during the sixth six months' experience.....	21,55	—	—	—
Cook's Assistant.....	19,00	2,75	4,60	0,60
Grade I employee, male.....	21,45	2,75	4,55	0,60
Grade I employee, female.....	18,15	2,70	4,50	0,60
Grade II employee, male.....	18,15	1,80	3,20	0,50
Grade II employee, female.....	15,95	1,80	3,20	0,50
Handyman.....	33,00	2,90	4,90	0,65
Hotel trainee—				
during the first six months' experience.....	16,50	—	—	—
during the second six months' experience.....	20,60	—	—	—
during the third six months' experience.....	24,75	—	—	—
during the fourth six months' experience.....	34,40	—	—	—
Thereafter.....	41,25	—	—	—
Housekeeper.....	28,10	5,45	7,80	1,05
Lift attendant.....	16,50	3,30	5,35	0,70
Motor vehicle driver—				
up to 450 kg.....	24,75	3,30	5,35	0,70
over 450 kg.....	28,70	3,75	6,00	0,90
Night watchman.....	18,15	2,70	4,50	0,60
Off-sales attendant and service-bar barman, male/female, qualified.....	55,00	5,75	8,90	1,15
Off-sales attendant and service-bar barman, male/female, unqualified—				
during the first six months' experience.....	28,70	—	—	—
during the second six months' experience.....	32,55	—	—	—
during the third six months' experience.....	37,50	—	—	—
during the fourth six months' experience.....	42,00	—	—	—
during the fifth six months' experience.....	45,15	—	—	—
during the sixth six months' experience.....	48,40	—	—	—
Off-sales clerical assistant.....	41,25	4,60	7,10	0,90
Page.....	15,40	1,80	3,20	0,50
Porter, qualified.....	23,65	4,85	6,70	0,90
Porter, unqualified—				
during the first six months' experience.....	14,00	—	—	—
during the second six months' experience.....	16,35	—	—	—
during the third six months' experience.....	18,40	—	—	—
during the fourth six months' experience.....	20,95	—	—	—
Night porter, qualified.....	26,40	5,40	7,50	1,05
Night porter, unqualified—				
during the first six months' experience.....	13,50	—	—	—
during the second six months' experience.....	16,90	—	—	—
during the third six months' experience.....	20,10	—	—	—
during the fourth six months' experience.....	22,90	—	—	—
Receptionist, qualified.....	35,75	6,15	8,50	1,05
Receptionist, unqualified—				
during the first six months' experience.....	27,20	—	—	—
during the second six months' experience.....	30,05	—	—	—
during the third six months' experience.....	33,00	—	—	—
Restaurant manager.....	57,75	—	—	—
Service-bar barman (see off-sales attendant)				
Waiter, qualified.....	26,40	3,40	5,50	0,70
Waiter, unqualified—				
during the first six months' experience.....	14,30	—	—	—
during the second six months' experience.....	16,55	—	—	—
during the third six months' experience.....	18,50	—	—	—
during the fourth six months' experience.....	21,00	—	—	—
Waitress, qualified.....	20,35	2,75	4,60	0,60
Waitress, unqualified—				
during the first six months' experience.....	14,65	—	—	—
during the second six months' experience.....	17,50	—	—	—

(b) In die landdrostdistrikte Bellville, Die Kaap, Goodwood, Simonstad, Somerset-Wes, Strand en Wynberg:

	<i>Per uur of deel van 'n uur</i>
	c
Deeltydse werknemer, man.....	77
Deeltydse werknemer, vrou.....	72

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule en behoudens klousule 15, is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens subklousule (3) en klousule 5 (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 in klousule 6 (1) voorgeskryf, of minder, gewerk het.

(3) *Differensiële loon*.—'n Werkgewer wat van 'n lid van een klas van sy werknemers, uitgesonderd 'n werknemer graad II, vereis of hom toelaat om langer as een uur aaneen of meer as twee tydperke van 30 minute elk of minder op 'n dag, of 'n werkgewer wat van 'n kroegwerker vereis of hom toelaat om langer as een en 'n half uur aaneen of meer as twee tydperke van 45 minute elk, en 'n werkgewer wat van sy werknemer graad II vereis of hom toelaat om enige tydperk op 'n dag, of 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:

(i) In 'n sewedaagse bedryfsinrigting—

(aa) in die geval in subklousule (3) (a) van hierdie klousule bedoel, een sewende van sodanige hoër loon;

(ab) in die geval in subklousule (3) (b) van hierdie klousule bedoel, een sewende van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus 30 persent;

(ii) In 'n sesdaagse bedryfsinrigting—

(aa) in die geval in subklousule (3) (a) van hierdie klousule bedoel, een sesde van dié hoër loon;

(ab) in die geval in subklousule (3) (b) van hierdie klousule bedoel, een sesde van die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, plus 30 persent;

Met dien verstande dat in die geval van 'n werknemer in subparagrafe (i) (ab) en (ii) (ab) genoem, so 'n werknemer nie vir die dag waarop hy dié werk verrig, op 'n totale bedrag geregtig is wat groter is as dié wat aan 'n gekwalifiseerde werknemer in sodanige hoërklas 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 berus, of as van 'n werknemer vereis word om vir hoogstens een dag in enige week die plek van 'n ander werknemer te neem gedurende laasgenoemde se diensvry tydperk in klousule 6 (3) genoem, hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon*.—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (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 werkgewer vervoer kosteloos verskaf, moet aan 'n los werknemer, benewens die loon wat in klousule 4 (1) voorgeskryf word, sy spoor- of busgeld van sy woonplek na sy werkplek en terug betaal word.

(6) *Kleretoelae*.—As 'n werkgewer van 'n werknemer vereis om 'n aandpak of 'n wit baadjie te dra (tensy dié kledingstukke deur die werkgewer verskaf word) moet hy die werknemer ten opsigte van elke sodanige geleentheid en benewens die loon wat in klousule 4 (1) voorgeskryf word, 'n bedrag van minstens R1 vir 'n aandpak en 50c vir 'n wit baadjie betaal.

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

(b) In the Magisterial Districts of Bellville, Goodwood, Simonstown, Somerset West, Strand, The Cape and Wynberg:

	<i>Per hour or part of an hour</i>
	c
Part-time employee, male.....	77
Part-time employee, female.....	72

(2) *Basis of contract*.—For the purposes of this clause and subject to the provisions of clause 15, the basis of contract of employment of an employee, other than a casual employee, shall be weekly and, save as provided in subclause (3) and clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (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 consecutive hour or for more than two periods of 30 minutes each or less on any one day, or an employer who requires or permits a barhand to perform for longer than one and one-half consecutive hours of for more than two periods of 45 minutes each, 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 subclause (1) shall pay to such employee in respect of the whole day on which he performs such work—

(i) in a seven-day establishment—

(aa) in the case referred to in subclause (3) (a) of this clause, one-seventh of such higher wages;

(ab) in the case referred to in subclause (3) (b) of this clause, one-seventh of the wage prescribed in subclause (1) for an employee of his class, plus 30 per cent;

(ii) in a six-day establishment—

(aa) in the case referred to in subclause (3) (a) of this clause, one-sixth of such higher wage;

(ab) in the case referred to in subclause (3) (b) of this clause, one-sixth of the wage prescribed in subclause (1) for an employee of his class, plus 30 per cent;

Provided that in the case of an employee referred to in subparagraphs (i) (ab) and (ii) (ab) 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 subclause (1): Provided further that where the sole difference between classes is in terms of subclause (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 6 (3), the provisions of this subclause shall not apply.

(4) *Calculation of monthly wage*.—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the wage prescribed in subclause (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) be paid his railway 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) be paid an amount not less than R1 in respect of evening dress and 50c 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) an amount of not less than 10c if he is an employee other than a cook's assistant. Grade I employee or Grade II employee and not less than 5c if he is a cook's assistant, Grade I employee or Grade II employee.



(8) (i) *Toelae vir lang diens*.—Benewens die weekloon wat aan 'n werknemer betaal moet word, moet 'n werkgewer jaarliks aan elke werknemer wat by dieselfde werkgewer in diens was vir die ononderbroke tydperke hieronder aangedui, die toelaes vir lang diens, soos gemeld, betaal:

- (a) Drie jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (b) drie jaar: 'n Toelae van R12 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (c) vier jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (d) vier jaar: 'n Toelae van R12 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (e) vyf jaar: 'n Toelae van R10 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (f) vyf jaar: 'n Toelae van R12 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (g) ses jaar: 'n Toelae van R21 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (h) ses jaar: 'n Toelae van R24 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (i) sewe jaar: 'n Toelae van R21 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (j) sewe jaar: 'n Toelae van R24 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (k) agt jaar: 'n Toelae van R21 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (l) agt jaar: 'n Toelae van R24 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (m) nege jaar: 'n Toelae van R31 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (n) nege jaar: 'n Toelae van R36 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (o) tien jaar: 'n Toelae van R31 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (p) tien jaar: 'n Toelae van R36 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (q) elf jaar: 'n Toelae van R33 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (r) elf jaar: 'n Toelae van R38 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang;
  - (s) twaalf jaar of langer: 'n Toelae van R35 aan alle werknemers wat 'n maksimum loon van R18 per week ontvang;
  - (t) twaalf jaar of langer: 'n Toelae van R40 aan alle werknemers wat 'n loon van R18,01 of meer per week ontvang.
- (ii) Die toelaes in paragraaf (i) hierbo gemeld, moet voor of op die laaste dag voor die aanvang van die werknemer 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 12 maande diens eindig voordat sodanige toelae betaal is, moet een twee-en-vyftigste ontvang van die jaarlikse toelae wat in sy geval voorgeskryf is, vir elke voltooië week wat gedurende sodanige dienstrydperk gewerk is.

Vir die toepassing van hierdie klousule omvat die uitdrukking "dieselfde werkgewer" in die geval van die verkoop van die besigheid ook die koper daarvan.

#### 5. BETALING VAN BESOLDIGING

(1) *Werknemers uitgesonderd los werknemers*.—Behoudens klousule 7 (3), moet enige bedrag aan 'n werknemer verskuldig, weekliks, of as 'n werkgewer 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 kovert wees waarop die naam van die werkgewer en van die werknemer, die werknemer

(8) (i) *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—

- (a) three years: A long-service allowance of R10 to all employees who are in receipt of a wage of up to R18 per week;
- (b) three years: A long-service allowance of R12 to all employees who are in receipt of a wage of R18,01 or more per week;
- (c) four years: A long-service allowance of R10 to all employees who are in receipt of a wage of up to R18 per week;
- (d) four years: A long-service allowance of R12 to all employees who are in receipt of a wage of R18,01 or more per week;
- (e) five years: A long-service allowance of R10 to all employees who are in receipt of a wage of up to R18 per week;
- (f) five years: A long-service allowance of R12 to all employees who are in receipt of a wage of R18,01 or more per week;
- (g) six years: A long-service allowance of R21 to all employees who are in receipt of a wage of up to R18 per week;
- (h) six years: A long-service allowance of R24 to all employees who are in receipt of a wage of R18,01 or more per week;
- (i) seven years: A long-service allowance of R21 to all employees who are in receipt of a wage of up to R18 per week;
- (j) seven years: A long-service allowance of R24 to all employees who are in receipt of a wage of R18,01 or more per week;
- (k) eight years: A long-service allowance of R21 to all employees who are in receipt of a wage of up to R18 per week;
- (l) eight years: A long-service allowance of R24 to all employees who are in receipt of a wage of R18,01 or more per week;
- (m) nine years: A long-service allowance of R31 to all employees who are in receipt of a wage of up to R18 per week;
- (n) nine years: A long-service allowance of R36 to all employees who are in receipt of a wage of R18,01 or more per week;
- (o) ten years: A long-service allowance of R31 to all employees who are in receipt of a wage of up to R18 per week;
- (p) ten years: A long-service allowance of R36 to all employees who are in receipt of a wage of R18,01 or more per week;
- (q) eleven years: A long-service allowance of R33 to all employees who are in receipt of a wage of up to R18 per week;
- (r) eleven years: A long-service allowance of R38 to all employees who are in receipt of a wage of R18,01 or more per week;
- (s) twelve years or longer: A long-service allowance of R35 to all employees who are in receipt of a wage of up to R18 per week;
- (t) twelve years or longer: A long-service allowance of R40 to all employees who are in receipt of a wage of R18,01 or more per week.

(ii) The allowances mentioned in paragraph (i) hereof are to be paid not later than the last day before the commencement of the employee's annual leave. An employee who has become entitled to a long-service allowance and whose contract of employment terminates during any period of 12 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 worked during such period of employment.

For the purposes of this clause the expression "the same employer" shall include, in the case of the sale of the business, the purchaser thereof.

#### 5. PAYMENT OF REMUNERATION

(1) *Employees other than a casual employee*.—Save as provided in clause 7 (3) any amount due to an employee shall be paid in cash 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,

se beroep, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging en die tydperk waarvoor die besoldiging betaal word, genoem word.

(2) *Los werknemers.*—'n Werkgewer moet die besoldiging wat aan sy los werknemer verskuldig is in kontant betaal, in die geval van net een tydperk van los diens, by beëindiging van sodanige los diens, en in die geval van meer as een tydperk van los diens, aan die einde van die loonweek waartydens die los diens verrig word.

(3) *Premies.*—Geen geld mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word vir werkverskaffing aan of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgewer regtens moet bydra nie.

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

(5) *Kos en inwoning.*—Behoudens die Swart (Stadsgebiede) Konsolidasiewet, 1945, en die Wet op Swart Arbeid, 1964, mag 'n werkgewer nie van sy werknemer vereis om van hom kos en/of inwoning aan te neem of by enige persoon of op enige plek deur hom aangewys kos en/of inwoning aan te neem nie.

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

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siekte-, versekerings- of pensioenfondse;

(b) 'n bedrag vir heffings ingevolge klousule 19 van hierdie Ooreenkoms en vir die Voorsorgfondse;

(c) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat dié werknemer vir sy gewone werkure ten tyde daarvan ontvang het;

(d) enige bedrag wat 'n werknemer regtens of kragtens of ingevolge enige bevel van 'n bevoegde hof moet of mag aftrek;

(e) as 'n werknemer, uitgesonderd 'n los werknemer, toestem om daar ingevolge die Swart (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Swart Arbeid, 1964, van hom vereis word om van sy werkgewer kos en/of inwoning aan te neem, 'n bedrag van hoogstens die volgende:

In die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, alle werknemers:

	Per week	Per maand
	R	R
Kos.....	3,00	13,00
Inwoning.....	1,00	4,33
Kos en inwoning.....	4,00	17,33

In die landdrosdistrikte Somerset-Wes en Strand, alle werknemers:

	Per week	Per maand
	R	R
Kos.....	2,00	8,65
Inwoning.....	0,80	3,47
Kos en inwoning.....	2,80	12,13

(f) as 'n kroegman of dienskroeg-kroegman, wat nie onderhewig is aan die bepalings van paragraaf (e) nie, toestem om minder as drie etes per dag aan te neem, 'n bedrag van 10 sent vir elke ete wat verskaf word;

(g) 'n bedrag vir ledigheid van die vakverenigings ingevolge klousule 25 van hierdie Ooreenkoms;

(h) met die skriftelike toestemming van die werknemer, enige bedrag aan die werkgewer verskuldig vir goedere wat sy werknemer van of deur hom gekoop het: Met dien verstande dat sodanige aftrekkings onderworpe is aan subklousule (7);

(i) die bedrag van enige lening van die werkgewer aan die werknemer: Met dien verstande dat sodanige aftrekkings onderworpe is aan subklousule (7).

(7) Die totale aftrekkings in paragrafe (h) en (i) bedoel, mag hoogstens een derde wees van die totale weeklikse besoldiging aan so 'n werknemer verskuldig.

#### 6. WERKURE, GEWONE EN OORTYD- EN BETALING VIR OORTYDWERK

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

(i) in 'n bedryfsinrigting met 'n werkweek van sewe dae—

(aa) in die geval van 'n kroegman of dienskroeg-kroegman, 51 uur;

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 cash in the case of only one period of casual employment at the termination of such casual employment and in the case of more than one period of casual employment at the end of the wage week during which the casual employment is performed.

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

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

(5) *Board and lodging.*—Save as provided in the Black (Urban Areas) Consolidation Act, 1945, and the Black Labour Act, 1964, 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 employees nor shall he make any deductions from his employee's remuneration other than the following:

(a) With the written consent of the employee, a deduction for holiday, sick, insurance or pension funds;

(b) a deduction for levies in terms of clause 19 of this Agreement, and for the Provident Fund;

(c) 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;

(d) 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;

(e) where an employee (other than a casual employee) agrees to accept, or in terms of the Black (Urban Areas) Consolidation Act, 1945, or the Black Labour Act, 1964, is required to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:

In the Magisterial Districts of Bellville, Goodwood, Simons-town, The Cape and Wynberg, all employees:

	Per week	Per month
	R	R
Board.....	3,00	13,00
Lodging.....	1,00	4,33
Board and Lodging.....	4,00	17,33

In the Magisterial Districts of Somerset West and Strand, all employees:

	Per week	Per month
	R	R
Board.....	2,00	8,65
Lodging.....	0,80	3,47
Board and Lodging.....	2,80	12,13

(f) where a barman or service-bar barman who is not subject to the provisions of paragraph (e), agrees to accept less than three meals per day, a deduction of 10c for each meal supplied;

(g) a deduction for subscriptions to the trade unions in terms of clause 25 of this Agreement;

(h) with the written consent of the employee, a deduction of any amount due to the employer for goods purchased from or through him by his employee: Provided that such deductions shall be subject to the provisions of subclause (7);

(i) a deduction of any loan made by the employer to an employee: Provided that such deductions shall be subject to the provisions of subclause (7).

(7) The total deductions referred to in paragraphs (h) and (i) shall not exceed one third of the total weekly remuneration due to such employee.

#### 6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME

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

(i) in a seven-day establishment—

(aa) in the case of a barman or service-bar barman, 51 hours;



(ab) in die geval van 'n kelner, 'n kelnerin, 'n wynkelner en 'n buiteverkoopbediener, 54 uur;

(ac) in die geval van alle ander werknemers, 55 uur;

(ii) in 'n bedryfsinrigting met 'n werkweek van ses dae—

(aa) in die geval van 'n kroegman of dienskroeg-kroegman, 50 uur;

(ab) in die geval van alle ander werknemers, 52 uur.

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

(2) *Etenspouse*.—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 langer as ses uur werk sonder 'n pouse van minstens 30 minute vir 'n ete nie; sulke etenspouses moet in die werkdagindeling inbegrepe wees, maar moet nie deel uitmaak van die ure wat gewerk word nie.

(3) *Weeklikse diensvry tyd in bedryfsinrigtings met 'n werkweek van sewe dae*.—'n Werkgewer moet—

(a) aan elkeen van sy werknemers, uitgesonderd 'n sjef, hoofkok of kok, of—

(i) een diensvry periode van minstens 24 agtereenvolgende ure van 24h00 tot 24h00 in elke week; of

(b) aan sy sjef, hoofkok of kok een diensvry periode van minstens 16 agtereenvolgende ure vanaf 14h30 in elke week, toestaan;

waarin hy sodanige werknemer nie mag vereis of hom mag toelaat om te werk nie: Met dien verstande dat as 'n werknemer se weeklikse rustydperk toegestaan word op enigeen van die openbare vakansiedae wat in klousule 9 van hierdie Ooreenkoms genoem word, aan sodanige werknemer of 'n bykomende dag vry gegee moet word of aan hom een ekstra dag se loon in plaas daarvan betaal word: Voorts met dien verstande dat 'n werkgewer van 'n nagwag kan vereis om gedurende sy vry periode diens te verrig, en in so 'n geval moet hy sodanige werknemer, benewens sy weekloon en enige ander besoldiging aan hom verskuldig ooreenkomstig hierdie Ooreenkoms, een derde van sy weekloon betaal ten opsigte van werk wat hy gedurende die vry periode verrig het.

(4) *Oortydwerk*.—Alle ure wat daar langer gewerk word as die gewone ure in subklousule (1) voorgeskryf, moet as oortyd gereken word.

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

(6) *Betaling vir oortydwerk*.—'n Werkgewer moet sy werknemer vir elke uur wat so 'n werknemer oortydwerk verrig, besoldig teen minstens een en 'n half maal sy gewone loonskaal, en die uurloon moet bereken word deur die loonskaal wat betaal word, plus die helfte daarvan, 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, moet as een uur gereken word.

(7) *Werkdagindeling*.—Alle werkure en etenspouses moet in die geval van kroegmanne en kroegvroue binne 'n werkdagindeling van 15 uur voltooi word en in die geval van alle ander werknemers binne 14 uur.

(8) *Voorbehoudsbepalings*.—(a) Subklousules (3) en (7) is nie op 'n portier en 'n los werknemer van toepassing nie en subklousule (7) nie op 'n nagwag nie.

(b) Hierdie klousule is in die landdrosdistrik Bellville, Die Kaap, Goodwood, Simonstad en Wynberg van toepassing slegs op werknemers wat 'n loon van R4 212 of meer per jaar vir die eerste 18 maande van hierdie Ooreenkoms en R4 633,20 of meer per jaar daarna ontvang, en in die landdrosdistrikte Somerset-Wes en Strand op werknemers wat 'n loon van R3 889,60 of meer per jaar ontvang indien sodanige werknemers skriftelik daartoe ingestem het.

(c) Ondanks paragraaf (b), is hierdie subklousule nie op 'n bestuurder, die vrou van 'n bestuurder of 'n bestuurderes van toepassing nie.

(9) Ondanks andersluidende bepalinge in subklousules (3), (5) en (7), is geen beperkings wat deur hierdie subklousules opgelê word op enige werknemer van toepassing terwyl hy noodwerk verrig nie; vir sodanige noodwerk moet vergoed word teen die lone wat vir los werknemers in sodanige diensklasse voorgeskryf word in klousule 4 (1) (a) (i) vir die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, en in klousule 4 (1) (a) (ii) vir die landdrosdistrikte Somerset-Wes en Strand.

(ab) in the case of a waiter, a waitress, a wine steward and an off-sales attendant, 54 hours;

(ac) in the case of all other employees, 55 hours;

(ii) in a six-day establishment—

(aa) in the case of a barman or service-bar barman, 50 hours;

(ab) in the case of all other employees, 52 hours.

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

(2) *Meal intervals*.—Every employee shall be granted not less than 30 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 30 minutes for a meal; such meal intervals 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—

(a) to each of his employees, other than a chef, head cook or cook, either—

(i) one free period of 24 consecutive hours from 24h00 to 24h00 in each week; or

(b) to his chef, head cook or cook one free period of not less than 16 consecutive hours from 14h30 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 9 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: Provided further that an employer may require a night watchman to be on duty during his free period in which event he shall pay such employee, in addition to his weekly wage and any other remuneration due to him in terms of the Agreement, one-third of his weekly wage in respect of work performed during the free period.

(4) *Overtime*.—All hours worked in excess of the ordinary hours prescribed in subclause (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 subclause (1). Overtime worked shall be calculated weekly and any portion of an hour worked shall be deemed to be one hour.

(7) *Spreadover*.—All hours of work and meal intervals shall be completed within a spreadover of 15 hours in the case of barmen and barmaids, and 14 hours in the case of all other employees.

(8) *Savings*.—(a) Subclauses (3) and (7) shall not apply to a porter and a casual employee and subclause (7) shall not apply to a night watchman.

(b) In the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg the provisions of this clause shall only apply to employees in receipt of a wage of R4 212 or more per annum for the first 18 months of operation of this Agreement and R4 633,20 or more per annum thereafter, and in the Magisterial Districts of Somerset West and Strand to employees in receipt of a wage of R3 889,60 or more per annum where such employees have agreed thereto in writing.

(c) Notwithstanding the provisions of paragraph (b), the provisions of this clause shall not apply to a manager, the wife of the manager or a manageress.

(9) Notwithstanding anything to the contrary appearing in subclauses (3), (5) and (7), no restrictions imposed by these subclauses shall apply to any employee whilst employed on emergency work; such emergency work shall be remunerated at the rates prescribed in clause 4 (1) (a) (i) for the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg, and clause 4 (1) (a) (ii) for the Magisterial Districts of Somerset West and Strand, for casual employees in such categories of employment.



## 7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer ten opsigte van elke volle jaar diens by hom die verlof hieronder vermeld met volle besoldiging toestaan—

(a) aan sy sjef, hoofkok en kok wie se vry periode hoogstens 16 agtereenvolgende ure vanaf 14h30 elke week beloop, vier agtereenvolgende weke;

(b) aan 'n bestuurder, die vrou van 'n bestuurder, 'n bestuurderes, portier, nagwag, werknemers wat ingevolge klousule 6 (8) (b) nie aan dié klousule onderworpe is nie, en aan 'n sjef, hoofkok en kok wie se vry periode meer as 16 agtereenvolgende ure vanaf 14h30 maar hoogstens 24 agtereenvolgende ure elke week beloop drie agtereenvolgende weke;

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

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

(2) Die verlof in subklousule (1) gemeld, 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 die betrekking het, toegestaan moet word;

(ii) sodanige verlof nie met siekteverlof, toegestaan ooreenkomstig klousule 8 of met enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957, mag saamval nie;

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

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

(v) geen werknemer gedurende sy verlof met volle besoldiging vir 'n loon of ander vergoeding 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 vir jaarlikse verlof in subklousule (1) bedoel, moet voor of op die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(4) 'n Werknemer wat 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) bedoel, opgehoop het en na verloop van gemelde vier maande, moet, behoudens die vierde voorbehoudsbepaling van subklousule (2), by sodanige beëindiging in plaas van verlof en vir elke voltooide maand van sodanige tydperk van korter as een jaar minstens soos volg betaal word:

(a) In die geval van 'n sjef, hoofkok en kok wie se vry periode minder as 24 agtereenvolgende ure vanaf 14h30 elke week beloop, een derde;

(b) (i) in die landdrostrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, in die geval van 'n bestuurder, die vrou van 'n bestuurder, 'n bestuurderes, portier, nagwag, 'n sjef, hoofkok en kok wie se vry periode minstens 24 agtereenvolgende ure vanaf 24h00 tot 24h00 elke week beloop, en 'n werknemer wat 'n loon van R4 212 of meer per jaar vir die eerste 18 maande van hierdie Ooreenkoms en R4 633,20 of meer per jaar daarna ontvang, een vierde;

(ii) in die landdrostrikte Somerset-Wes en Strand in die geval van 'n bestuurder, die vrou van 'n bestuurder, 'n bestuurderes, portier, nagwag, sjef, hoofkok of kok wie se vry periode minstens 24 agtereenvolgende ure vanaf 24h00 tot 24h00 elke week beloop, en 'n werknemer wat 'n loon van R3 889,60 of meer per jaar ontvang, een vierde;

(c) in die geval van 'n werknemer wat ingevolge hierdie klousule geregtig is op—

(i) twee weke verlof, een sesde;

(ii) drie weke verlof, een vierde;

(iii) vier weke verlof, een derde;

(iv) in die geval van werknemers in subklousule (1) (d) bedoel, een vierde;

## 7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (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 whose free period does not exceed 16 consecutive hours from 14h30, in each week, four consecutive weeks' leave;

(b) to a manager, the wife of the manager, a manageress, porter, night watchman, employees who, by virtue of the provisions of clause 6 (8) (b), are not subject to the provisions of that clause, and a chef, head cook and cook whose free period exceeds 16 consecutive hours from 14h30 but not 24 consecutive hours in each week, three consecutive weeks' leave;

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

(d) and in addition to the foregoing, an employer shall grant to all those employees specified in paragraphs (b) and

(c) who have completed two 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 subclause (1) shall be granted at 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 8 nor with any period of military service in pursuance of the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, Kruger 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 purposes 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 subclause (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 subclause (1) has accrued and after the lapse of the said period of four months shall, save as provided in the fourth proviso to subclause (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, head cook and cook whose free period is less than 24 consecutive hours from 14h30 in each week, one-third;

(b) (i) in the Magisterial Districts of Bellville, Goodwood, Simonstown, The Cape and Wynberg, in the case of a manager, the wife of the manager, a manageress, porter night watchman, a chef, head cook and cook whose free period is not less than 24 consecutive hours from 24h00 to 24h00 in each week and an employee in receipt of a wage of R4 212 or more per annum for the first 18 months of operation of this Agreement and R4 633,20 or more per annum thereafter, one-fourth;

(ii) in the Magisterial Districts of Somerset West and Strand, in the case of a manager, wife of the manager, a manageress, porter, night watchman, chef, head cook or cook whose free period is not less than 24 consecutive hours from 24h00 to 24h00 in each week and an employee in receipt of a wage of R3 889,60 or more per annum, one-fourth;

(c) in the case of an employee who, in terms of this clause, is entitled to—

(i) two weeks' leave, one-sixth;

(ii) three weeks' leave, one-fourth;

(iii) four weeks' leave, one-third;

(iv) in the case of employees referred to in subclause (1) (d), one-fourth;



(d) in die geval van alle ander werknemers, minstens een sesde;

van die weekloon wat hy op die datum onmiddellik voor sodanige beëindiging ontvang het.

(5) '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 vir dié verlof die bedrae betaal word wat in subklousules (1) en (4) bedoel word.

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

(a) met verlof kragtens subklousule (1) afwesig is;

(b) militêre diens ingevolge die Verdedigingswet, 1957, ondergaan;

(c) van sy werk afwesig is op las of op versoek van sy werkgever;

(d) met siekteverlof kragtens klousule 8 afwesig is;

wat altesame hoogstens 10 weke in enige jaar beloop ten opsigte van (a), (c) en (d), plus tot vier maande van enige tydperk van militêre diens wat gedurende dié jaar ondergaan is, en diens word geag soos volg te begin:

(i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms van krag geword het, ingevolge die Ooreenkoms wat by Goewermentskennisgewing R. 22 van 3 Januarie 1975 gepubliseer is op verlof geregtig geword het, vanaf die datum waarop dié werknemer ingevolge daardie Ooreenkoms op sodanige verlof 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 gepubliseer by Goewermentskennisgewing R. 22 van 3 Januarie 1975 van toepassing was, maar wat nie op verlof daarkragtens geregtig geword het nie, vanaf die datum waarop sodanige 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, naamlik dié jongste datum.

(7) *Voorbehoudsbepaling.*—Hierdie klousule is nie op 'n los werknemer of 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 eindig op die dag wat dieselfde datum van die volgende kalendermaand voorafgaan.

## 8. SIEKTEVERLOF

(1) Ná die voltooiing van vier maande diens by hom moet 'n werkgever, behoudens subklousule (2), aan sy werknemer (uitgesonderd 'n los werknemer), wat van sy werk afwesig is weens ongeskiktheid, siekteverlof toestaan van altesaam—

(a) in die geval van 'n werknemer wat in 'n bedryfsinrigting met 'n werkweek van sewe dae werk, 14 werkdae; en

(b) in die geval van 'n werknemer wat in 'n bedryfsinrigting met 'n werkweek van ses dae werk, 12 werkdae;

gedurende enige tydperk van 12 agtereenvolgende maande diens by hom en moet hy aan hom vir die tydperk van afwesigheid kragtens die bepaling hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat as 'n werknemer drie of meer agtereenvolgende jare by dieselfde werkgever in diens was, hy siekteverlof vir een ekstra week toegestaan moet word.

(2) 'n Werkgever kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer ooreenkomstig hierdie klousule eis ten opsigte van enige afwesigheid van sy werk, van die werknemer vereis om binne 48 uur vanaf die tyd waarop hy hom vir diens moes aanmeld, 'n sertifikaat voor te lê of per geregistreerde of gesertifiseerde pos te laat stuur wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid vermeld, of indien die werknemer in 'n hospitaal opgeneem was, om 'n mediese sertifikaat van sodanige hospitalisasie voor te lê of om sy werkgever binne sewe dae vanaf die tyd waarop hy hom vir diens moes aanmeld daarvan in kennis te stel.

(3) Vir die toepassing van hierdie klousule—

(a) het die uitdrukkings "diens" en "maand" dieselfde betekenis as in klousule 7 (6) en (8);

(b) beteken "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering wat nie deur 'n werknemer se eie wan-gedrag veroorsaak is nie: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941,

(d) in the case of any other employee, one-sixth;

of the weekly wage 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 subclause (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 subclauses (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 subclause (1);

(b) undergoing military service in pursuance of the Defence Act, 1957;

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

(d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (c) and (d), plus up to four months of any period of military service 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 R. 22 of 3 January 1975, 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 R. 22 of 3 January 1975 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 casual or part-time employee.

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

## 8. SICK LEAVE

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

(a) in the case of an employee who works in a seven-day establishment, 14 work-days; and

(b) in the case of an employee who works in a six-day establishment, 12 work-days;

sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this subclause 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 such employee, within 48 hours of the time when he should have reported for duty, to produce or to have posted by registered or certified post a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity, or in the event of the employee having been confined to hospital, to produce a medical certificate of such hospitalisation or to notify his employer within seven days of the time when he should have reported for duty.

(3) For the purposes of this clause—

(a) the expressions "employment" and "month" shall have the same meaning as in clause 7 (6) and (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

betaalbaar is, as ongeskiktheid geag word slegs vir enige tydperk van onvermoë om te werk waarvoor geen skade-loosstelling ingevolge daardie Wet betaalbaar is nie;

(c) omvat "dieselfde werkgever" in die geval van die verkoop van die besigheid die koper daarvan.

#### 9. OPENBARE VAKANSIEDAE

'n Werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag en Kersdag: Met dien verstande dat, indien daar van 'n werknemer vereis word om op enigeen van dié dae te werk, sy werkgever hom, benewens die loon wat hy sou ontvang het indien hy nie aldus gewerk het nie, 'n bedrag moet betaal van minstens—

(a) een sewende in die geval van 'n bedryfsinrigting met 'n werkweek van sewe dae; en

(b) een sesde in die geval van 'n bedryfsinrigting met 'n werkweek van ses dae;

van die weekloon: Voorts met dien verstande dat waar twee openbare vakansiedae met besoldiging op dieselfde dag val, die volgende dag ook as 'n openbare vakansiedag met besoldiging beskou moet word: Voorts met dien verstande dat waar twee openbare vakansiedae op 'n Saterdag val, die Maandag daarop ook as 'n openbare vakansiedag met besoldiging beskou moet word.

#### 10. GETALVERHOUDING

(1) *Manlike klerk*.—'n Werkgever mag geen ongekwaliifiseerde manlike klerk in diens hê nie, tensy hy een gekwalifiseerde manlike klerk in sy diens het, en vir elke gekwalifiseerde manlike klerk in sy diens mag hy hoogstens een ongekwaliifiseerde manlike klerk in diens hê.

(2) *Vroulike klerk*.—'n Werkgever mag geen ongekwaliifiseerde vroulike klerk in diens hê nie, tensy hy een gekwalifiseerde vroulike klerk in sy diens het, en vir elke gekwalifiseerde vroulike klerk in sy diens mag hy hoogstens een ongekwaliifiseerde vroulike klerk in diens hê.

(3) (a) *Kroegman*.—'n Werkgever mag geen ongekwaliifiseerde kroegman in diens hê nie, tensy hy een gekwalifiseerde kroegman in sy diens het, en vir elke gekwalifiseerde kroegman in sy diens mag hoogstens een ongekwaliifiseerde kroegman in diens geneem word, wat alleen toegelaat mag word om onder voortdurende toesig van 'n gekwalifiseerde kroegman te werk.

(b) *Dienskroeg-kroegman*.—'n Werkgever mag geen ongekwaliifiseerde dienskroeg-kroegman in diens hê nie, tensy hy een gekwalifiseerde dienskroeg-kroegman in sy diens het, en vir elke gekwalifiseerde dienskroeg-kroegman in sy diens mag hoogstens een ongekwaliifiseerde dienskroeg-kroegman in diens geneem word, wat alleen toegelaat mag word om onder voortdurende toesig van 'n gekwalifiseerde dienskroeg-kroegman te werk.

(4) *Kok*.—'n Werkgever mag geen ongekwaliifiseerde kok in diens hê nie, tensy hy een gekwalifiseerde kok in sy diens het, en vir elke gekwalifiseerde kok mag hoogstens een ongekwaliifiseerde kok in diens geneem word.

(5) *Portier*.—'n Werkgever mag geen ongekwaliifiseerde portier in diens hê nie, tensy hy een gekwalifiseerde portier in diens het, en vir elke twee gekwalifiseerde portiers in sy diens mag hoogstens een ongekwaliifiseerde portier in diens geneem word.

(6) *Kelner en/of Kelnerin*.—'n Werkgever mag nie 'n ongekwaliifiseerde kelner in diens hê nie, tensy hy een gekwalifiseerde kelner in diens het, en hy mag ook nie 'n ongekwaliifiseerde kelnerin in diens hê nie, tensy hy een gekwalifiseerde kelnerin in sy diens het, en vir elke drie gekwalifiseerde kelniers in sy diens mag hoogstens een ongekwaliifiseerde kelner in diens geneem word en vir elke drie gekwalifiseerde kelnierinne in sy diens mag hoogstens een ongekwaliifiseerde kelnierin in diens geneem word.

(7) *Buiteverkoopbediener*.—(a) 'n Werkgever mag geen ongekwaliifiseerde buiteverkoopbediener in diens hê nie, tensy hy een gekwalifiseerde buiteverkoopbediener in diens het, en vir elke gekwalifiseerde buiteverkoopbediener in sy diens mag hoogstens een ongekwaliifiseerde buiteverkoopbediener in diens geneem word wat alleen toegelaat mag word om onder voortdurende toesig van 'n gekwalifiseerde buiteverkoopbediener te werk.

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;

(c) "the same employer" shall include in the case of the sale of the business the purchaser thereof.

#### 9. 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, Republic Day, Kruger Day, Day of the Covenant and Christmas Day: Provided that where an employee is required to work on any such day, his employer shall pay him in addition to the wage he would have received had he not so worked an amount of not less than—

(a) one-seventh in the case of seven-day establishments; and

(b) one-sixth in the case of six-day establishments; of the weekly wage: Provided further that where two paid public holidays fall on the same day, the next day shall also be regarded as a paid public holiday: Provided further that where two public holidays fall on a Saturday the following Monday shall also be regarded as a paid public holiday.

#### 10. 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) (a) *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.

(b) *Service-bar barman*.—An employer shall not employ an unqualified service-bar barman unless he has in his employ one qualified service-bar barman, and for each qualified service-bar barman employed, not more than one unqualified service-bar barman may be employed, who shall only be permitted to work under the constant supervision of a qualified service-bar 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 every 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 every three qualified waiters employed not more than one unqualified waiter may be employed, and for every three qualified waitresses employed not more than one unqualified waitress may be employed.

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



(b) 'n Werkgewer mag geen ongekwalifiseerde klerklike assistent in die buiteverkoopafdeling in diens hê nie, tensy hy een gekwalifiseerde buiteverkoopbediener in sy diens het, en vir elke twee gekwalifiseerde buiteverkoopbedieners in sy diens mag hoogstens een ongekwalifiseerde klerklike assistent in die buiteverkoopafdeling in diens geneem word.

(8) Vir die toepassing van hierdie klousule—

(a) kan enige ongekwalifiseerde manlike klerk, vroulike klerk, kroegman, dienskroeg-kroegman, kok, portier, kelner of kelnerin wat minstens die loon ontvang wat in klousule 4 (1) voorgeskrif is vir onderskeidelik 'n gekwalifiseerde manlike klerk, vroulike klerk, kroegman, dienskroeg-kroegman, kok, portier, kelner of kelnerin, na gelang van die geval, as 'n gekwalifiseerde manlike klerk, vroulike klerk, kroegman, dienskroeg-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, dienskroeg-kroegman of kok verrig, na gelang van die geval, as 'n gekwalifiseerde klerk, kroegman, dienskroeg-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, moet elke sodanige bedryfsinrigting of kroeg as 'n afsonderlike bedryfsinrigting of kroeg beskou word, en kan sodanige werkgewer nie vir meer as een sodanige bedryfsinrigting of kroeg as 'n gekwalifiseerde klerk, kroegman, dienskroeg-kroegman of kok gereken word nie.

#### 11. 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 'n goeie en behoorlike toestand hou, maar sodanige kledingstuk of artikel bly die werkgewer se eiendom: Met dien verstande dat 'n werkgewer wat van sy werknemers vereis om broeke van 'n besondere kleur te dra, dit kosteloos moet verskaf of die werknemer moet vergoed deur hom 'n bedrag van minstens 75 sent 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 koste laat skoonmaak en was en in 'n goeie en behoorlike toestand hou. Sulke baadjies bly die werkgewer se eiendom.

#### 12. VERVOER NÁ URE

As daar van 'n werknemer, uitgesonderd 'n los werknemer, vereis word om ná die ure te werk wanneer openbare vervoer gewoonweg beskikbaar is moet die werkgewer vervoer na die werknemer se huis verskaf of daarvoor betaal. Sodanige vervoer moet deur middel van 'n oordekte motorvoertuig met sitplekke wees, en hoogstens 30 minute na beëindiging van sodanige diens: Met dien verstande dat indien sodanige vervoer nie beskikbaar gestel word binne die voorgeskrewe 30 minute nie, 'n bykomende bedrag teen die skaal van oortydwerk aan so 'n werknemer betaal moet word vir elke uur of gedeelte daarvan ná verstryking van genoemde 30 minute totdat sodanige vervoer beskikbaar gestel is.

#### 13. VERBOD OP INDIENSNEMING

Geen werkgewer mag iemand onder die leeftyd van 16 jaar in diens neem nie.

#### 14. DIENSSERTIFIKATE

By beëindiging van die dienskontrak van enigen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgewer aan dié werknemer 'n dienssertifikaat uitreik waarin die volle name 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 genommern word en 'n duplikaat van elke uitgereikte sertifikaat moet deur die werkgewer aan die Sekretaris van die Raad afgelewer word.

#### 15. BEËINDIGING VAN DIENSKONTRAK

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

(a) in die geval van 'n kroegman, dienskroeg-kroegman en 'n kroegwerker, minstens 48 uur kennis gee; en

(b) in die geval van alle ander werknemers, minstens 48 uur gedurende die eerste diensmaand en daarna minstens een week kennis gee;

(b) An employer shall not employ an unqualified off-sales clerical assistant unless he has in his employ one qualified off-sales attendant and for every two qualified off-sales attendants not more than one unqualified off-sales clerical assistant may be employed.

(8) For the purposes of this clause—

(a) any unqualified male clerical employee, female clerical employee, barman, service-bar 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, service-bar barman, cook, porter, waiter or waitress, respectively, may be reckoned as a qualified male clerical employee, female clerical employee, barman, service-bar 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, service-bar barman, or cook in his own establishment, may be reckoned as a qualified clerical employee, barman, service-bar 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, service-bar barman or cook for more than one such establishment or bar.

#### 11. 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: Provided 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 75c 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.

#### 12. 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. Such transport shall be by means of a covered motor vehicle with seating, not later than 30 minutes after termination of such employment: Provided that if such transport is not made available within the specified 30 minutes, an additional amount at overtime rates shall be paid to such employee for each hour or part thereof after expiry of the said 30 minutes until such transport has been made available.

#### 13. PROHIBITION OF EMPLOYMENT

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

#### 14. 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.

#### 15. TERMINATION OF CONTRACT OF EMPLOYMENT

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

(a) in the case of a barman, service-bar barman and a barhand give not less than 48 hours' notice; and

(b) in the case of all other employees, not less than 48 hours' notice during the first month of employment and thereafter not less than one week's notice;

van sy voorname om die dienskontrak te beëindig, of 'n werkgewer 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—

(aa) in die geval van 'n kroegman dienskroeg-kroegman en 'n kroegwerker, 'n bedrag van minstens twee dae se besoldiging;

(ab) in die geval van alle ander werknemers, gedurende die eerste diensmaand, minstens twee dae se besoldiging;

(ac) in die geval van werknemers vir wie daar nie in subparagrafe (aa) en (ab) 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 maak nie op—

(i) 'n werkgewer of werknemer se reg om weens enige regsgeldige rede die dienskontrak sonder diensopsegging te beëindig;

(ii) enige skriftelike ooreenkoms tussen 'n werkgewer en werknemer vir 'n bepaalde dienstdynerk of wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir altwee partye en, na gelang van die geval, vir langer as 48 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) gemeld, 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 7 of siekteverlof kragtens klousule 8 of enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957.

(4) Indien 'n werknemer se diens deur die werkgewer beëindig word en hy weer binne 21 dae deur dieselfde werkgewer in diens geneem word, moet hy geag word ononderbroke diens te hê ten opsigte van alle voordele voorgeskryf in klousules 4 (8), 7 en 8.

#### 16. VRYSTELLINGS

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

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

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling kragtens 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 vrystelling verleen word; en

(d) die termyn waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word in volgorde nommer;

(b) van elke sertifikaat wat uitgereik word 'n kopie bewaar; en

(c) as vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur.

#### 17. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat vir die toepassing van hierdie Ooreenkoms verantwoordelik is en hy kan as 'n leiddraad vir werkgewers en werknemers menings 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.

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—

(aa) in the case of a barman, service-bar barman and a barhand, an amount of not less than two days' pay;

(ab) in the case of all other employees, during the first month of employment, not less than two days' pay;

(ac) in the case of employees not provided for in subparagraphs (aa) and (ab) 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 48 hours or one week, as the case may be.

(2) When an agreement is entered into in terms of proviso (ii) to subclause (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 subclause (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 7 or sick leave in terms of clause 8 or with any period of military service in pursuance of the Defence Act, 1957.

(4) Where the services of an employee are terminated by the employer and he is re-employed by the same employer within 21 days, he shall be deemed to have had unbroken service in respect of all benefits as prescribed in clauses 4 (8), 7 and 8.

#### 16. EXEMPTIONS

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

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

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

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions 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.

#### 17. 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.



**18. BESTAANDE KONTRAKTE**

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

**19. UITGAWES VAN DIE RAAD**

Die uitgawes van die Raad moet op die volgende wyse bestry word:

Elke werkgewer moet van die loon van elke werknemer wat permanent in sy diens is en wat onder hierdie Ooreenkoms val, 'n bedrag van 7 sent per week aftrek. By hierdie bedrag moet die werkgewer 'n gelyke bedrag voeg en die totale som voor of op die sewende dag van elke maand aan die Sekretaris van die Raad by die kantoor van die Nywerheidsraad, Strandsentrum, Strandstraat 37, Kaapstad, of Posbus 836, Kaapstad, 8000, stuur.

**20. VERTONING VAN OOREENKOMS**

'n Leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale moet op 'n opvallende plek in elke bedryfsinrigting vertoon word.

**21. AGENTE**

Die Raad moet een of meer aangewese persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms, en elke werkgewer 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.

**22. 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.

**23. LIDMAATSKAP VAN VAKVERENIGING EN WERKGEWERSORGANISASIE**

(1) Geen werknemer wat nie lid van die vakvereniging is, mag deur 'n werkgewer wat lid van die werkgewersorganisasie is vir langer as 14 agtereenvolgende dae in diens geneem word nie, en geen werknemer wat lid van die vakvereniging is, mag vir 'n werkgewer wat nie lid van die werkgewersorganisasie is, werk nie.

(2) Hierdie klousule is nie van toepassing nie—

(a) op 'n bestuurder, die vrou van 'n bestuurder, of 'n bestuurderes, of op los werknemers;

(b) in gevalle waar aan 'n werkgewer of 'n werknemer, na die mening van die Raad, lidmaatskap van die betrokke organisasie sonder grondige rede geweier is, en sodanige weiering moet binne sewe dae na die weiering aan die Raad gerapporteer word;

(c) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek binnegekom het: 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, hierdie klousule onmiddellik van krag word;

(d) as 'n werknemer, na die mening van die Minister, goeie rede het om daarteen beswaar te maak om lid van die vakvereniging te word of te bly.

**24. 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.

**25. VAKVERENIGINGLEDEGELD**

Elke werkgewer 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 stuur—

(a) ten opsigte van lede van die European Liquor and Catering Trades Employees Union, aan die Sekretaris van genoemde vakvereniging, Posbus 2884, of Kamer 202, Strandsentrum, Corporationstraat 18, Kaapstad, en

**18. 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.

**19. 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, an amount of 7 cents per week. To this amount the employer shall add an equal amount and forward the total sum to the Secretary of the Council, not later than the seventh day of each month at the office of the Industrial Council, Strand Centre, 37 Strand Street, Cape Town, or P.O. Box 836, Cape Town, 8000.

**20. EXHIBITION OF AGREEMENT**

A legible copy of this Agreement in both official languages shall be exhibited in a prominent place in every establishment.

**21. AGENTS**

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

**22. 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.

**23. UNION AND ASSOCIATION MEMBERSHIP**

(1) No employee who is not a member of the trade union shall be employed by an employer who is a member of the employer's organisation for a period in excess of 14 consecutive 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.

(2) The provisions of this clause shall not apply—

(a) to a manager, the manager's wife or manageress or to casual employees;

(b) where an employer or employee has in the opinion of the Council been refused membership of the respective organisation without good cause, which refusal shall be notified to the Council within seven days of such refusal;

(c) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation;

(d) where an employee in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union.

**24. 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.

**25. 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 members of the European Liquor and Catering Trades Employees' Union, to the Secretary of the said Union, P.O. Box 2884, or Room 202, City Centre, 18 Corporation Street, Cape Town, and

(b) ten opsigte van lede van die Hotel, Bar and Catering Trades Employees' Association, aan die Sekretaris van genoemde Vereniging, Exchange-gebou 309, St Georgesstraat 28, Kaapstad;

en die ledesgeld moet van die eerste betaling van lone en elke maand afgetrek word. Die sekretaris van die vakverenigings moet die betrokke werkgewers van tyd tot tyd van die ledesgeldskaal in kennis stel.

## 26. REGISTRASIE VAN WERKGEWERS

Elke werkgewer in die Drank- en Spyseniersbedryf moet binne 'n maand na die inwerkingtreding van hierdie Ooreenkoms, en elke persoon wat 'n werkgewer word ná daardie datum, moet binne een maand na die aanvang van sy werksaamhede, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waarop sodanige bedryfsinrigting geleë is, die name van die vennote in die onderneming, of, in die geval van 'n maatskappy met beperkte aanspreeklikheid, die name van die sekretaris en direkteure. Die Sekretaris van die Raad moet daarna 'n registrasiesertifikaat wat hy geteken het aan die lisensiehouer van die bedryfsinrigting uitreik. In geval van 'n verandering in die personeel van die vennootskap of firma, moet die Sekretaris van die Raad binne twee weke na die datum van sodanige verandering in kennis gestel word van sodanige verandering en/of veranderings.

## 27. ALGEMEEN

Niks in hierdie Ooreenkoms word geag magtiging te verleen vir die indiensneming van enigiemand wat ingevolge enige statutêre wet verbode is, of vir die indiensneming van enigiemand op enige tyd of tye wat by enige statutêre wet verbode is nie.

Namens die partye hierby op hede die 21ste dag van Augustus 1978 te Kaapstad onderteken.

A. DAITSH, Voorsitter van die Raad.

G. MUNSOOK, Ondervoorsitter van die Raad.

S. V. ULRICH, Sekretaris van die Raad.

(b) in respect of members of the Hotel, Bar and Catering Trades Employees' Association, to the Secretary of the said Association, 309 Exchange Buildings, 28 St George's Street, Cape Town;

not later than the seventh 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.

## 26. REGISTRATION OF EMPLOYERS

Every employer in the Liquor and Catering Trade shall, within one month from the date on which this Agreement comes into operation, and every person who becomes an employer after that date shall, within one month of commencement of operations by him, notify the Secretary of the Council in writing of the address of the premises in which such establishment is located, the names of the partners of the concern or, in a limited liability company, the names of the Secretary and Directors. The Secretary of the Council shall thereupon issue to the licensee of an establishment a registration certificate signed by him. In the event of a change in the personnel of the partnership or firm, such change and/or changes shall be notified to the Secretary of the Council within two weeks from the date of such change.

## 27. GENERAL

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

Signed at Cape Town on behalf of the parties hereto this 21st day of August 1978.

A. DAITSH, Chairman of the Council.

G. MUNSOOK, Vice-Chairman of the Council.

S. V. ULRICH, Secretary of the Council.

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