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**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 1011

15 June 1973

**INDUSTRIAL CONCILIATION ACT, 1956**

**TEAROOM, RESTAURANT AND CATERING  
TRADE, WITWATERSRAND**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Tearoom, Restaurant and Catering Trade, shall be binding, with effect from 1 July 1973, and for the period ending 28 February 1975, 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, 2 (a), 5 (9) (i), 20 (1) and (4) and 21, shall be binding, with effect from 1 July 1973 and for the period ending 28 February 1975, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial Districts of Krugersdorp (including those portions of the Magisterial Districts of Randfontein and Koster which, prior to the publication of Government Notices 2546 of 5 December 1947 and 1105 of 26 July 1963, respectively, fell within the Magisterial District of Krugersdorp, but excluding that portion which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein), Roodepoort (including that portion of the Magisterial District of Westonaria which was transferred from the Magisterial District of Roodepoort in terms of Government Notice 1476 of 30 September 1966), Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the

**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 1011

15 Junie 1973

**WET OP NYWERHEIDSVERSOENING, 1956**

**TEEKAMER-, RESTOORANT- EN SPYSENIERS-  
BEDRYF, WITWATERSRAND**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Teekamer-, Restaurant- en Spyseniersbedryf betrekking het, met ingang van 1 Julie 1973 en vir die tydperk wat op 28 Februarie 1975 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, 2 (a), 5 (9) (i), 20 (1) en (4) en 21, met ingang van 1 Julie 1973 en vir die tydperk wat op 28 Februarie 1975 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 landdrosdistrikte Krugersdorp (met inbegrip van daardie gedeeltes van die landdrosdistrikte Randfontein en Koster wat voor die publikasie van onderskeidelik Goewermenskennisgewings 2546 van 5 Desember 1947 en 1105 van 26 Julie 1963 binne die landdrosdistrik Krugersdorp geval het, maar uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 749 van 19 Mei 1961 binne die landdrosdistrik Randfontein geval het), Roodepoort (met inbegrip van daardie gedeelte van die landdrosdistrik Westonaria wat ingevolge Goewermenskennisgewing 1476 van 30 September 1966 vanaf die landdrosdistrik Roodepoort oorgeplaas is), Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1779 van 6 November 1964

Magisterial District of Heidelberg), Benoni, Brakpan (including that portion of the Magisterial District of Heidelberg which, prior to the publication of Government Notice 2095 of 27 November 1970, fell within the Magisterial District of Brakpan, but excluding those portions which were transferred from the Magisterial District of Nigel in terms of Government Notices 498 of 1 April 1966 and 871 of 26 May 1972 and excluding that portion which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Springs, Delmas and Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970); and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the areas specified in paragraph (b) of this notice and with effect from 1 July 1973 and for the period ending 28 February 1975, the provisions of the said Agreement, excluding those contained in clauses 1, 2 (a), 5 (9) (i), 20 and 21, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

#### SCHEDULE

#### THE INDUSTRIAL COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE

#### AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into by and between the

Tearoom, Restaurant Proprietors' and Caterers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union  
and

The National Union of Commercial and Allied Workers (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Tearoom, Restaurant and Catering Trade.

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#### 1. PERIOD OF OPERATION OF AGREEMENT

The Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act, and shall remain in force for the period ending 28 February 1975 or for such period or periods as may be determined by him.

binne die landdrosdistrik Heidelberg geval het), Benoni, Brakpan (met inbegrip van daardie gedeelte van die landdrosdistrik Heidelberg wat voor die publikasie van Goewermentskennisgewing 2095 van 27 November 1970 binne die landdrosdistrik Brakpan geval het, maar uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 498 van 1 April 1966 en 871 van 26 Mei 1972 vanaf die landdrosdistrik Nigel oorgeplaas is en uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Springs, Delmas, en Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 vanaf die landdrosdistrik Pretoria oorgeplaas is); en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (a), 5 (9) (i), 20 en 21, met ingang van 1 Julie 1973 en vir die tydperk wat op 28 Februarie 1975 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

#### BYLAE

#### DIE NYWERHEIDSRAAD VIR DIE TEEKAMER-, RESTOURANT- EN SPYSENIERSBEDRYF

#### OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, Wet 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Tearoom, Restaurant Proprietors' and Caterers' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union  
en die

National Union of Commercial and Allied Workers

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Teekamer-, Restourant- en Spyseniërsbedryf.

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#### 1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel 48 van die Wet deur die Minister van Arbeid vasgestel word, en bly van krag vir die tydperk wat op 28 Februarie 1975 eindig, of vir sodanige tydperk of tydperke as wat deur hom bepaal word.

## 2. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp (including those portions of the Magisterial Districts of Randfontein and Koster which prior to the publication of Government Notices 2546 of 5 December 1947 and 1105 of 26 July 1963, respectively, fell within the Magisterial District of Krugersdorp, but excluding that portion which prior to the publication of Government Notice 749 of 19 May 1961 fell within the Magisterial District of Randfontein), Roodepoort (including that portion of the Magisterial District of Westonaria which was transferred from the Magisterial District of Roodepoort in terms of Government Notice 1476 of 30 September 1966), Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg), Benoni, Brakpan (including that portion of the Magisterial District of Heidelberg which prior to the publication of Government Notice 2095 of 27 November 1970 fell within the Magisterial District of Brakpan but excluding those portions which were transferred from the Magisterial District of Nigel in terms of Government Notices 498 of 1 April 1966 and 871 of 26 May 1972 and excluding that portion which prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg), Springs, Delmas and Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970) by all employers and employees who are engaged or employed in the Tearoom, Restaurant and Catering Trade and who are members of the employers' organisation or the trade unions respectively.

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

## 3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, any reference to an Act shall include any amendment to such Act and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, Act 28 of 1956; "assistant manager" means an employee who is specifically charged by his employer to assist the manager in his duties in an establishment and who may perform the duties of a manager in his absence;

"barman" means an employee other than a counterhand, waiter or wine steward engaged in the supply of liquor over or from a bar or bar counter to the staff or to customers and who may accept payment therefor, and who may be responsible for bar stock;

"bread", without limiting its ordinary meaning, shall include buns, rolls, fancy bread or any other similar wheaten; rye or maize products;

"caller" means an employee who is engaged in transmitting orders to kitchen staff and who may prepare trays for the execution of such orders;

"cashier" means an employee other than a barman, counterhand, waiter or wine steward who is engaged in receiving cash payments and who may make payments and/or who operates a cash register and who may sell goods;

"casual employee" means a person, other than a special function casual employee or a part-time employee, who is employed on an hourly basis for not more than three days in any one week: Provided that where a public holiday falls within any week such a person may be employed for not more than four days in that week;

"catering" means the provision of meals and/or refreshments;

"chef" means an employee who is in possession of a diploma in the preparation of food recognised by the Council;

"clerk" means an employee who is engaged in writing, typing or any other form of clerical work and includes a cashier, a telephone switchboard operator and an operator of an adding, calculating or punch card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form a portion of such employee's work;

"cook" means an employee other than a chef or griller who is engaged in the preparation and/or cooking of food;

"Council" means the Industrial Council for the Tearoom, Restaurant and Catering Trade, Witwatersrand, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Act;

"counterhand" means an employee other than a barman or cashier who sells goods in an establishment and includes such selling from a fixed or movable counter and who may accept cash therefor and shall include a counterhand employed in connection with a performance in a theatre or bioscope;

## 2. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Hierdie Ooreenkoms moet deur alle werkgewers en werknemers in die Teekamer-, Restaurant- en Spyseniersbedryf wat onderskeidelik lede van die werkgewersorganisasie of die vakverenigings is, nagekom word in die landdrostsdistrikte Krugersdorp (met inbegrip van daardie gedeeltes van die landdrostsdistrikte Randfontein en Koster wat voor die publikasie van onderskeidelik Goewermentskennissgewings 2546 van 5 Desember 1947 en 1105 van 26 Julie 1963 binne die landdrostsdistrik Krugersdorp geval het, maar uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennissgewing 749 van 19 Mei 1961 binne die landdrostsdistrik Randfontein geval het), Roodepoort (met inbegrip van daardie gedeelte van die landdrostsdistrik Westonaria wat ingevolge Goewermentskennissgewing 1476 van 30 September 1966 vanaf die landdrostsdistrik Roodepoort oorgeplaas is), Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennissgewing 1779 van 6 November 1964 binne die landdrostsdistrik Heidelberg geval het), Benoni, Brakpan (met inbegrip van daardie gedeelte van die landdrostsdistrik Heidelberg wat voor die publikasie van Goewermentskennissgewing 2095 van 27 November 1970 binne die landdrostsdistrik Brakpan geval het maar uitgesonderd daardie gedeelte wat ingevolge Goewermentskennissgewings 498 van 1 April 1966 en 871 van 26 Mei 1972 vanaf die landdrostsdistrik Nigel oorgeplaas is en uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennissgewing 1779 van 6 November 1964 binne die landdrostsdistrik Heidelberg geval het), Springs, Delmas en Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennissgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 vanaf die landdrostsdistrik Pretoria oorgeplaas is);

(b) Ondanks subklousule (a) is hierdie Ooreenkoms net van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word.

## 3. WOORDOMSKRYWINGS

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig is in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; enige vermelding van 'n Wet omvat enige wysiging van sodanige Wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

"Wet" die Wet op Nywerheidsversoening, Wet 28 van 1956; "assistent-bestuurder" 'n werknemer aan wie dit spesifiek deur sy werkgewer opgedra is om die bestuurder in sy pligte in 'n bedryfsinrigting by te staan en wat die pligte van 'n bestuurder in dié se afwesigheid kan uitvoer;

"kroegman" 'n werknemer, uitgesonderd 'n toonbankbediener, kelner of wynkelner, wat drank oor of van 'n kroeg of kroegtoonbank aan die personeel of aan klante verskaf en wat betaling daarvoor kan aanneem en wat verantwoordelik vir kroegvoorrade kan wees;

"brood", sonder om die gewone betekenis daarvan te beperk, ook bolletjies, broodrolletjies, sierbrood of enige ander dergelike koring-, rog- of mielieprodukte;

"roeper" 'n werknemer wat bestellings aan kombuispersoneel oordra en wat skinkborde vir die uitvoering van sodanige bestellings kan voorberei;

"kassier" 'n werknemer, uitgesonderd 'n kroegman, toonbankbediener, kelner of wynkelner wat betalings in kontant ontvang en wat betalings kan doen en/of wat 'n kasregister bedien en wat goedere kan verkoop;

"los werknemer" iemand, uitgesonderd 'n los werknemer by spesiale funksies of 'n deeltydse werknemer, wat hoogstens drie dae in enige bepaalde week op 'n uurgroondslag in diens geneem word: Met dien verstande dat waar as 'n openbare vakansiedag binne 'n bepaalde week val, sodanige persoon vir hoogstens vier dae in daardie week in diens geneem mag word;

"spyseniering" die verskaffing van etes en/of verversings; "sjef" 'n werknemer wat in besit is van 'n diploma in die bereiding van voedsel wat deur die Raad erken word;

"klerk" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en omvat 'n kassier, 'n telefonis en 'n bediener van 'n optel-, reken- of ponskaartmasjien, maar nie ook enige ander klas werknemer wat elders in hierdie klousule omskryf word nie ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se werk mag uitmaak;

"kok" 'n werknemer, uitgesonderd 'n sjef of roosterbediener wat kos berei en/of kook;

"Raad" die Nywerheidsraad vir die Teekamer-, Restaurant- en Spyseniersbedryf, Witwatersrand, geregistreer ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, en geag kragtens die Wet geregistreer te wees;

"toonbankbediener" 'n werknemer, uitgesonderd 'n kroegman of kassier, wat goedere in 'n bedryfsinrigting verkoop en wat ook goedere van 'n vaste of verskuifbare toonbank kan verkoop en wat kontant daarvoor kan aanneem; en omvat dit ook 'n toonbankbediener wat in diens geneem is in verband met 'n aanbidding in 'n teater of bioskoop;

"day" means a period of 24 consecutive hours calculated from the time an employee commences work;

"despatch clerk" means an employee other than a caller who receives goods from any source for despatch and who may supervise and check the duties of a counterhand with not more than two years experience engaged in despatch work, and who may perform the duties of an order clerk;

"driver of 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;

"emergency work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant, motor vehicles or machinery, must be done without delay;

(b) any work in connection with the loading or unloading of

(i) trucks or vehicles of the South African Railways and Harbours; or

(ii) vehicles used by a cartage contractor in the fulfilment of his contract as such with the South African Railways and Harbours; or

(c) any work in connection with the provisioning of aircraft;

(d) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

"establishment" means any place in or in connection with which one or more persons are employed in the Tearoom, Restaurant and Catering Trade, and shall include clubs and/or canteens operated for gain;

"experience" means the period or periods of employment which an employee has had in his particular class of work in the Tearoom, Restaurant and Catering Trade; the Hotel Trade; the Boarding House Trade; the Coloured and Asiatic Persons Restaurant, Tea Room and Catering Trade; the catering departments of any airways, passenger shipping lines or clubs; the catering department/s of the South African Railways and Harbours Administration;

"function supervisor" means an employee who is personally in charge of and responsible for all the activities at a particular special function;

"griller" means an employee who—

(i) prepares and/or cooks plain and toasted sandwiches; prepares fresh fruit and/or fruit salads and salads from fresh or prepared vegetables; hamburgers, hot dogs, waffles and pancakes, curry and rice (except where curry and rice is a speciality of the establishment), common pan foods and grills; fish and chips; popcorn; vetkoeks; fish cakes and grilled chickens;

(ii) places such items of food mentioned in paragraph (i) above, and cold prepared foods and prepared salad dressings, also plating stews, boiled meats and/or vegetables, either on plates or in containers ready for conveyance to the customer;

(iii) operates an ice-cream dispenser and/or soda fountain and/or semi-automatic machine;

"Group 1 employee" means a barman and wine steward;

"Group 1 employee, qualified," means, in the case of a barman, an employee who has had not less than five years' experience and in the case of a wine steward an employee who has had not less than three years' experience;

"Group 1 employee, semi-qualified," means, in the case of a barman, an employee who has had more than two but less than five years' experience and in the case of a wine steward an employee who has had more than one but less than three years' experience;

"Group 1 employee, unqualified," means, in the case of a barman, an employee who has had not more than two years' experience and in the case of a wine steward and employee who has had not more than one year's experience;

"Group 2 employee" means a cook and griller;

"Group 2 employee, qualified," means a Group 2 employee who has had not less than three years' experience in his particular class of employment as a cook or a griller, as the case may be;

"Group 2 employee, semi-qualified," means a Group 2 employee who has had more than 18 months' but less than three years' experience as a cook or a griller, as the case may be;

"Group 2 employee, unqualified," means a Group 2 employee who has had not more than 18 months' experience in his particular class of employment as a cook or a griller, as the case may be;

"Group 3 employee" means a counterhand and cashier;

"Group 3 employee, qualified," means in the case of a male Group 3 employee, one who has had not less than five years' experience and in the case of a female Group 3 employee, one who has had not less than four years' experience;

"dag" 'n tydperk van 24 agtereenvolgende ure bereken vanaf die tyd wanneer 'n werknemer begin werk;

"versendingsklerk" 'n werknemer, uitgesonderd 'n roeper, wat goedere vir versending van enige bron ontvang en wat toesig kan hou en kontrole uitoefen oor die pligte van 'n toonbankbediener met hoogstens twee jaar ondervinding wat versendingswerk doen, en wat die pligte van 'n bestelklerk kan uitvoer;

"drywer van 'n motorvoertuig" 'n werknemer wat 'n motorvoertuig dryf, en vir die toepassing van hierdie omskrywing omvat "n motorvoertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig of die vraag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

"noodwerk"—

(a) enige werk wat weens onvoorsiene gebeurlikhede soos brande, storms, ongelukke, epidemies, gewelddade, diefstal of 'n onklaarraking van installasies, motorvoertuie of masjinerie, sonder versuim gedoen moet word;

(b) enige werk in verband met die laai of aflaa van—

(i) trokke of voertuie van die Suid-Afrikaanse Spoorweë en Hawens; of

(ii) voertuie wat gebruik word deur 'n vervoerkontraakteur by die nakoming van sy kontrak as sodanig met die Suid-Afrikaanse Spoorweë en Hawens; of

(c) enige werk in verband met die provianderings van lugvaartuie;

(d) enige werk in verband met die bewaking van persele of eiendomme om veiligheidsredes gedurende bouwerkzaamhede of strukturele veranderings;

"bedryfsinrigting" enige plek in of in verband waarmee een of meer persone in diens is in die Teekamer-, Restaurant- en Spyseniersbedryf, en omvat dit ook klubs en/of kantiene wat vir wins gedryf word;

"ondervinding" die tydperk of tydperke wat 'n werknemer werksaam was in sy besondere klas werk in die Teekamer-, Restaurant- en Spyseniersbedryf; die Hotelbedryf; die Losieshuisbedryf; Restaurant-, Teekamer- en Spyseniersbedryf vir Kleurlinge en Asië; die Spyseniersafdelings van enige lugrederye, passasierskeepsrederye of klubs; die spyseniersafdeling/s van die Suid-Afrikaanse Spoorweg- en Hawensadministrasie;

"funksietoetsighouer" 'n werknemer wat persoonlik belas is met en verantwoordelik is vir al die werksaamhede by 'n besondere spesiale funksie;

"roosterbediener" 'n werknemer wat—

(i) gewone en geroosterde toebröodjies berei en/of gaarmaak; vars vrugte- en/of vrugteslaaie en slaaie van vars of bereide groente berei, asook hamburgers, worsbroodjies, wafels en pannekoek, kerrie en rys (behalwe waar kerrie en rys 'n spesialiteit van die bedryfsinrigting is), gewone pan- en roostergerigte, vis en aartappelskifies, springmielies, vetkoeke, viskoeke en geroosterde hoenders berei;

(ii) sodanige kossorte wat in paragraaf (i) hierbo genoem word, asook koue bereide kos en bereide slaaisouse, en ook gestoofde geregte, gekookte vleis en/of groente, of op borde of in houters skep, sodat dit gereed is om na die klant geneem te word;

(iii) 'n roomysafmeter en/of sodapomp en/of halfoutomatiese masjien bedien;

"groep 1-werknemer" 'n kroegman en wynkelner;

"groep 1-werknemer, gekwalifiseer", in die geval van 'n kroegman, 'n werknemer met minstens vyf jaar ondervinding, en in die geval van 'n wynkelner, 'n werknemer met minstens drie jaar ondervinding;

"groep 1-werknemer, halfgekwalfiseer," in die geval van 'n kroegman, 'n werknemer met meer as twee maar minder as vyf jaar ondervinding, en in die geval van 'n wynkelner, 'n werknemer met meer as een maar minder as drie jaar ondervinding;

"groep 1-werknemer, ongekwalifiseer", in die geval van 'n kroegman, 'n werknemer met hoogstens twee jaar ondervinding en in die geval van 'n wynkelner, 'n werknemer met hoogstens een jaar ondervinding;

"groep 2-werknemer" 'n kok en roosterbediener;

"groep 2-werknemer, gekwalifiseer," 'n groep 2-werknemer met minstens drie jaar ondervinding in sy besondere klas werk as kok of roosterbediener, na gelang van die geval;

"groep 2-werknemer, halfgekwalfiseer," 'n groep 2-werknemer met meer as 18 maande minder as drie jaar ondervinding as kok of roosterbediener, na gelang van die geval;

"groep 2-werknemer, ongekwalifiseer," 'n groep 2-werknemer met hoogstens 18 maande ondervinding in sy besondere klas werk as kok of roosterbediener, na gelang van die geval;

"groep 3-werknemer" 'n toonbankbediener en kassier;

"groep 3-werknemer, gekwalifiseer," in die geval van 'n manlike groep 3-werknemer, een met minstens vyf jaar ondervinding en in die geval van 'n vroulike groep 3-werknemer, een met minstens vier jaar ondervinding;

"Group 3 employee, semi-qualified," means in the case of a male Group 3 employee, one who has had more than two but not more than five years' experience and in the case of a female Group 3 employee, one who has had more than two but not more than four years' experience;

"Group 3 employee, unqualified," means a Group 3 employee who has had not more than two years' experience;

"Group 4 employee" means a clerk, order clerk, despatch clerk and storeman;

"Group 4 employee, qualified," means in the case of a male Group 4 employee, one who has had not less than five years' experience and in the case of a female Group 4 employee one who has had not less than four years' experience;

"Group 4 employee, semi-qualified," means in the case of a male Group 4 employee one who has had more than two but not more than five years' experience and in the case of a female Group 4 employee, one who has had more than two but not more than four years' experience;

"Group 4 employee, unqualified," means a Group 4 employee who has had not more than two years' experience;

"Group 5 employee" means a caller, packer/wrapper and pedlar/vendor;

"Group 5 employee, qualified," means a Group 5 employee who has had more than one year's experience;

"Group 5 employee, unqualified," means a Group 5 employee who has had not more than one year's experience;

"half-holiday" means the day on which the ordinary hours of work of an employee shall in terms of clause 8 of this Agreement not exceed five hours;

"labourer" means an employee who performs one or more of the following duties: Provided that nothing in this definition shall be construed so as to permit a labourer to set tables:

(a) Cleaning premises, cleaning and/or polishing equipment, utensils, furniture, motor vehicles or other articles;

(b) cleaning, plucking or cutting raw poultry, raw fish or raw meat, as part of the cleaning process; cleaning or peeling fruit or vegetables; cutting fruit or vegetables other than for salads; cutting bread;

(c) carrying or moving raw foodstuffs or prepared foodstuffs in containers; carrying or moving goods or other articles; stacking goods or other articles for storage, re-use or delivery;

(d) making or maintaining fires, or removing ashes;

(e) tending boilers under supervision;

(f) boiling water; making tea, coffee, cocoa or similar beverages, except percolated and other specialised coffees;

(g) loading or unloading;

(h) repetitive mass measuring to a set massmeter;

(i) opening or closing packets;

(j) heat closing of polythene or similar prefilled containers;

(k) gardening;

(l) sharpening knives;

(m) decanting into other containers, except for table use;

(n) guarding premises or other moveable or immovable property by daylight;

(o) delivering messages or orders off the premises by foot or by bicycle, tricycle or other foot propelled or hand propelled vehicle, or accepting payment for orders delivered off the premises: Provided that he may not carry a cash float;

(p) operating an electrical or mechanical machine or device for peeling, cutting, mixing, cleaning or polishing: Provided that the operation is limited to switching on or switching off by a switch or similar control;

(q) cooking meals for consumption by Bantu staff of the establishment;

(r) sorting damaged articles while washing, packing or polishing;

"laundryhand" means an employee wholly or mainly engaged in laundering and/or ironing table linen and uniforms;

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

(a) supervision over;

(b) responsibility for; and

(c) direction of;

the activities carried on in or in connection with that section of the establishment which has been placed under his authority, and is directly responsible to the employer;

"military training" means any training undergone in pursuance of the Defence Act, 1957 (Act 44 of 1957);

"motor vehicle" means any power driven vehicle with an engine capacity exceeding 50 c.c. and includes a mechanical horse;

"night watchman" means an employee, other than a labourer, who guards premises or other immovable or moveable property wholly or mainly by night;

"order clerk" means an employee, other than a caller, engaged in ordering and/or receiving goods or orders and who may perform the duties of a despatch clerk;

"groep 3-werknemer, halfgekwalfiseer," in die geval van 'n manlike groep 3-werknemer, een met meer as twee maar hoogstens vyf jaar ondervinding en in die geval van 'n vroulike groep 3-werknemer, een met meer as twee maar hoogstens vier jaar ondervinding;

"groep 3-werknemer, ongekwalifiseer," 'n groep 3-werknemer met hoogstens twee jaar ondervinding;

"groep 4-werknemer" 'n klerk, bestelklerk, versendingsklerk en magasynman;

"groep 4-werknemer, gekwalifiseer," in die geval van 'n manlike groep 4-werknemer, een met minstens vyf jaar ondervinding, en in die geval van 'n vroulike groep 4-werknemer, een met minstens vier jaar ondervinding;

"groep 4-werknemer, halfgekwalfiseer," in die geval van 'n manlike groep 4-werknemer, een met meer as twee maar hoogstens vyf jaar ondervinding en in die geval van 'n vroulike groep 4-werknemer, een met meer as twee maar hoogstens vier jaar ondervinding;

"groep 4-werknemer, ongekwalifiseer," 'n groep 4-werknemer met hoogstens twee jaar ondervinding;

"groep 5-werknemer" 'n roeper, verpakker/toedraaier en venter/smous;

"groep 5-werknemer, gekwalifiseer" 'n groep 5-werknemer met meer as een jaar ondervinding;

"groep 5-werknemer, ongekwalifiseer," 'n groep 5-werknemer met hoogstens een jaar ondervinding;

"vakansiehalfdag" die dag waarop die gewone werkure van 'n werknemer ingevolge klousule 8 van hierdie Ooreenkoms hoogstens vyf uur moet wees;

"arbeider" 'n werknemer wat een of meer van die volgende pligte verrig: Met dien verstande dat niks in hierdie omskrywing so uitgelê moet word dat dit 'n arbeider toelaat om tafels te dek nie:

(a) Persele skoonmaak, uitrusting, gerei, meubels, motorvoertuie of ander artikels skoonmaak en/of polier;

(b) rou pluimvee, rou vis of rou vleis, as deel van die skoonmaakwerk, skoonmaak, pluk of opsny; vrugte of groente skoonmaak of skil; vrugte of groente, opsny, uitgesonderd vir slaai; brood sny;

(c) rou kossoorte of bereide kos in houers dra of vervoer; goedere of ander artikels dra of vervoer; goedere of ander artikels vir opberging, hergebruik of aflewering opstapel;

(d) vuurmaak of vure aan die gang hou, of as verwyder;

(e) onder toesig aandag aan stoomketels skenk;

(f) water kook; tee, koffie, kakao of dergelike drankie maak, behalwe geperkeleerde of ander gespesialiseerde soorte koffie;

(g) laai of aflaai;

(h) herhalend massameet volgens 'n gestelde massameter;

(i) pakkies oop- of toemaak;

(j) politen- of dergelike voorafge vulde houers met hitte toemaak;

(k) tuinwerk doen;

(l) messe slyp;

(m) in ander houers oorgiet, behalwe vir tafelgebruik;

(n) persele of ander los of vaste eiendom bedags bewaak;

(o) boodskappe of bestellings weg van die persele af te voet of per trapfiets, driewiel of ander voet- of handvoertuig aflewer, of betaling ontvang vir bestellings wat weg van die persele af afgelewer word: Met dien verstande dat hy nie 'n groot kontant-bedrag by hom mag hê nie;

(p) 'n elektriese of meganiese masjien of toestel bedien om mee te skil, te sny, te meng, skoon te maak of te polier: Met dien verstande dat die bediening beperk word tot die aan- of afskakel deur middel van 'n skakelaar of dergelike beheertoestel;

(q) etes vir Bantoe personeel van die bedryfsinrigting gaarmaak;

(r) beskadigde artikels uitsorteer terwyl dit gewas, verpak of gepoleer word;

"wasserywerker" 'n werknemer wat uitsluitlik of hoofsaaklik tafellinne en uniforms was en/of stryk;

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

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede in of in verband met daardie gedeelte van die bedryfsinrigting wat onder sy gesag geplaas is, en wat regstreeks aan die werkgever verantwoordelik is;

"militêre opleiding" enige opleiding ondergaan ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957);

"motorvoertuig" enige kragvoertuig met 'n enjinvermoë van meer as 50c<sup>3</sup> en dit sluit 'n voorhaker in;

"nagwag" 'n werknemer, uitgesonderd 'n arbeider, wat persele of ander los of vaste eiendom uitsluitlik of hoofsaaklik snags bewaak;

"bestelklerk" 'n werknemer, uitgesonderd 'n roeper, wat goedere of orders bestel en/of ontvang en wat die pligte van 'n versendingsklerk kan verrig;

"overtime" means that portion of any period during which an employee works for his employer during any one week or any one day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 8 (1) and (2);

"packer/wrapper" means an employee engaged in packing and/or wrapping edibles for sale, delivery or despatch;

"part-time employee" means an employee, other than a casual employee, special function casual employee, labourer, watchman, packer/wrapper, pedlar/vendor, storeman and driver, who is in the permanent employ of an establishment for not more than 24 ordinary hours of work in any week, and includes a labourer who is so employed in the business of a roadhouse or a drive-in theatre or cinema, a pedlar/vendor who is so employed in the business of a theatre or cinema, and a driver who is a special function employee;

"pedlar/vendor" means an employee, other than a waiter or labourer, who offers refreshments for sale away from the premises of the employer and who may also collect and/or deliver orders and shall include an employee who sells refreshments from a container carried or propelled by himself inside a theatre or bioscope;

"premises" includes any land, structure, vehicle or vessel;

"sandwich" means one or more slices of fresh or toasted bread, rolls, scones or buns with filling on or between such slice or slices, but excludes snacks or savouries;

"special function" means any event or occasion, including a dance, dinner, reception, sports gathering or agricultural, animal, horticultural or industrial show where meals and/or refreshments are provided;

"special function casual employee" means an employee who is employed by the day or the hour to work at special functions for not more than three days in any one week: Provided that where a public holiday falls within any week such a person may be employed for not more than four days in that week;

"special function employee" means an employee who is employed by the week or month by an employer engaged in the special function section of the Trade;

"spread-over" in relation to any employee, means the period in any day reckoned from the time when such employee first commences work until he finally ceases work for that day, and for the purposes of this definition "day" means a period of 24 consecutive hours reckoned from the time of the said commencement of work;

"staff supervisor" means an employee who supervises staff at a special function under the direction of the employer, the function supervisor or manager;

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

"supervisor/floorwalker" means an employee who under the direction of the employer, manager or assistant manager supervises the work of the employees in an establishment;

"Tea Room, Restaurant and Catering Trade" or "Trade" means the trade in which the employer and employee are associated for the purpose of providing meals and/or sandwiches and/or refreshments in or from any establishment, whether permanent, temporary, indoors or in the open air, and includes such activities carried on in premises—

(i) used as public restaurants, fish and chips shops, cafés or tearooms; and/or

(ii) wherefrom are supplied meals and/or non-alcoholic refreshments; and/or

(iii) wherein are supplied aerated or mineral waters in glasses or other containers for consumption thereon;

(iv) wherein or wherefrom the activities hereinbefore referred to are carried on in respect of or in connection with any theatre, bioscope, bio-tea room or other entertainment or function;

(v) in respect of which there is held a wine and malt liquor licence or a restaurant liquor licence in terms of the Liquor Act, 1928, first obtained after 17 May 1938, and in which the main activities fall within the scope of paragraphs (i), (ii), (iii) or (iv);

but does not include such activities carried on in—

(a) premises other than those referred to in paragraph (v) in respect of which any liquor licence is held;

(b) boarding-house or any establishment in respect of which a Bantu eating-house licence is required;

Provided that any exclusion from the scope of this definition in respect of liquor licensed premises shall only be deemed to exclude that portion of the premises concerned in which the sale of liquor is permitted by the liquor licences held by the employer who is the holder of the said licences;

"oortyd" daardie gedeelte van enige tydperk waarin 'n werknemer vir sy werkgever werk gedurende enige bepaalde week of enige bepaalde dag, na gelang van die geval, en wat langer is as die onderskeie gewone werkure in klousule 8 (1) en (2) vir so 'n werknemer voorgeskryf;

"verpakker/toedraaier" 'n werknemer wat eetware vir verkoop, aflewering of versending verpak en/of toedraai;

"deeltydse werknemer" 'n werknemer, uitgesonderd 'n los werknemer, los werknemer by spesiale funksies, arbeider, wag, verpakker/toedraaier, venter/smous, magasynman en drywer, wat hoogstens 24 gewone werkure in enige bepaalde week in vaste diens van 'n bedryfsinrigting is, en omvat dit 'n arbeider wat aldus in diens is by 'n padkafé of inryteater of -bioskoop, 'n venter/smous wat aldus in diens is by 'n teater of bioskoop, en 'n drywer wat aldus in diens is by 'n spysenier vir spesiale funksies;

"venter/smous" 'n werknemer, uitgesonderd 'n keëlner of arbeider, wat verversings weg van die perseel van die werkgever af vir verkoop aanbied en wat ook bestellings kan insamel en/of aflewer, en omvat dit 'n werknemer wat verversings in 'n teater of bioskoop verkoop vanuit 'n houer wat hy dra of stoot;

"perseel" ook enige grond, struktuur, voertuig of vaartuig; "toebroodjie" een of meer snye vars of geroosterde brood, broodrolletjies, botterbroodjies of bolletjies met vulsel, op of tussen sodanige sny of snye, maar nie peuselgoed of southappies nie;

"spesiale funksie" enige spesiale geleentheid, insluitende 'n dans, dinee, onthaal, sportbyeenkoms of landbou-, diere-, tuin-nywerheidskou waar enige etes en/of verversings verskaf word;

"los werknemer by spesiale funksies" 'n werknemer wat per dag of per uur in diens geneem word om vir hoogstens drie dae in enige bepaalde week by spesiale funksies te werk: Met dien verstande dat as 'n openbare vakansiedag binne 'n bepaalde week val, sodanige persoon vir hoogstens vier dae in daardie week in diens geneem mag word;

"werknemer by spesiale funksies" 'n werknemer wat per week of maand deur 'n werkgever in diens geneem word in die gedeelte van die Bedryf wat met spesiale funksies te doen het;

"werkdagindeling" ten opsigte van enige werknemer, die tydperk in enige dag bereken vanaf die tyd wanneer die werknemer eerste begin werk totdat hy vir daardie dag finaal ophou werk, en vir die toepassing van hierdie omskrywing beteken "dag" 'n tydperk van 24 agtereenvolgende ure bereken vanaf die tydstop waarop genoemde werk 'n aanvang geneem het;

"personeeltoesighouer" 'n werknemer wat by 'n spesiale funksie toesig oor personeel hou onder leiding van die werkgever, die funksietoesighouer of bestuurder;

"magasynman" 'n werknemer wat in bevel is by voorrade en wat verantwoordelik is vir die ontvangs, bère, bymekaarmaak, verpakking of uitpak van goedere in 'n magasyn of pakhuis, of die plek waar 'n spesiale funksie gehou gaan word, en vir die lewering van goedere aan afdelings uit 'n magasyn of pakhuis of vanaf die plek waar 'n spesiale funksie gehou word of vir versending of vir die terugsending na die magasyn;

"toesighouer vloeropsigter" 'n werknemer wat onder leiding van die werkgever, bestuurder of assistent-bestuurder, toesig hou oor die werk van die ander werknemers in 'n bedryfsinrigting;

"Teekamer, Restaurant- en Spysenierbedryf" of "Bedryf" die bedryf waarin die werkgever en werknemer met mekaar geassosieer is met die doel om etes en/of toebroodjies en/of verversings in of vanuit enige bedryfsinrigting te verskaf, hetsy permanent, tydelik, binnenshuis of in die opelug, en omvat dit die werksaamhede wat uitgevoer word in persele—

(i) wat gebruik word as openbare restaurants, vis- en aart-appelskyfiewinkels, kafees of teekamers; en/of

(ii) waaruit etes en/of alkoholvrye verversings verskaf word; en/of

(iii) waarin spuit- of mineraalwater verskaf word in drinkglase of ander houters vir verbruik op die perseel;

(iv) waarin of waaruit die werksaamhede hierbo genoem, verrig word ten opsigte van of in verband met enige teater, bioskoop, kafee-bioskoop of ander vermaaklikheid of funksie;

(v) ten opsigte waarvan daar 'n wyn- en moutdranklisensie of 'n restaurantdranklisensie gehou word wat ooreenkomstig die Drankwet, 1928, die eerste keer ná 17 Mei 1938 verkry is, en waarin die vernaamste werksaamhede binne die bestek van paragrawe (i), (ii), (iii) of (iv) val;

maar omvat dit nie dié werksaamhede nie wat verrig word in—

(a) ander persele as dié gemeld in paragraaf (v) ten opsigte waarvan enige dranklisensie gehou word;

(b) losieshuis of enige bedryfsinrigting ten opsigte waarvan 'n Bantoe-eethuislisensie vereis word;

Met dien verstande dat enige uitsluiting uit die bestek van hierdie omskrywing ten opsigte van persele wat vir drank gelisensieer is, slegs gaag word daardie gedeelte van die betrokke perseel uit te sluit waarin die verkoop van drank toegelaat word ooreenkomstig die dranklisensies gehou deur die werkgever wat die houer van genoemde lisensies is;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 8: Provided that if any employer regularly pays an employee in respect of such hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

"waiter" means an employee, other than a pedlar/vendor, counterhand or wine steward, who performs one or more of the following duties: Serving meals or refreshments, including non-alcoholic refreshments derived from a bar, to customers in an establishment, checking dining equipment, receiving payment for any order taken or executed by him, setting tables, and who in addition makes sandwiches and/or salads;

"waiter-head" means an employee who is specifically charged by his employer or manager with supervisory responsibility over other waiters in an establishment and who may be responsible for the general supervision of the dining-room, restaurant or dining area;

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

"waiter, semi-qualified," means a waiter who has had more than one but less than three years experience;

"waiter, unqualified," means a waiter who has had not more than one years experience;

"wine steward" means an employee other than a waiter who takes orders for and serves customers all kinds of alcoholic and other liquid refreshments and who may also dispense such refreshments and accept payment for any order taken or executed by him;

"week" means a period of seven consecutive days commencing at 6 a.m. on Tuesday of each week in the case of the special function section of the Trade and at 6 a.m. on Thursday of each week in the case of the rest of the Trade;

#### 4. WAGES

(1) Subject to the provisions of subclause (3) and clause 5 (9), the minimum wage which shall be paid in respect of the ordinary hours of work prescribed in clause 8 by an employer to each member of the undermentioned classes of employees shall be as set out hereunder:

(a) *Employees other than part-time, casual and special function casual employees:*

|                                                                            | Per month     |               | Per week     |              |
|----------------------------------------------------------------------------|---------------|---------------|--------------|--------------|
|                                                                            | Male          | Female        | Male         | Female       |
|                                                                            | R             | R             | R            | R            |
| <b>Barman:</b>                                                             |               |               |              |              |
| During first year of experience.....                                       | 70,00         | 70,00         | 16,15        | 16,15        |
| During second year of experience.....                                      | 90,00         | 90,00         | 20,77        | 20,77        |
| During third year of experience.....                                       | 110,00        | 110,00        | 25,38        | 25,38        |
| During fourth year of experience.....                                      | 125,00        | 125,00        | 28,85        | 28,85        |
| During fifth year of experience.....                                       | 140,00        | 140,00        | 32,31        | 32,31        |
| Thereafter.....                                                            | 160,00        | 160,00        | 36,93        | 36,93        |
| <b>Caller:</b>                                                             |               |               |              |              |
| During first year of experience.....                                       | 55,00         | 50,00         | 12,70        | 11,54        |
| Thereafter.....                                                            | 60,00         | 55,00         | 13,85        | 12,70        |
| <b>Cashier, counterhand, order clerk, despatch clerk, clerk, storeman:</b> |               |               |              |              |
| During first year of experience.....                                       | 65,00         | 60,00         | 15,00        | 13,85        |
| During second year of experience.....                                      | 80,00         | 70,00         | 18,46        | 16,15        |
| During third year of experience.....                                       | 100,00        | 80,00         | 23,08        | 18,46        |
| During fourth year of experience.....                                      | 120,00        | 85,00         | 27,70        | 19,62        |
| During fifth year of experience.....                                       | 140,00        | 90,00         | 32,31        | 20,77        |
| Thereafter.....                                                            | 160,00        | 90,00         | 36,93        | 20,77        |
| <b>Chef.....</b>                                                           | <b>300,00</b> | <b>300,00</b> | <b>69,23</b> | <b>69,23</b> |

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

"loon" die bedrag aan geld wat ooreenkomstig klousule 4 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 8: Met dien verstande dat as 'n werkgewer 'n werknemer ten opsigte van sodanige werkure gereeld 'n bedrag betaal wat hoër is as dié voorgeskryf in klousule 4, dit sodanige hoër bedrag beteken;

"kelner" 'n werknemer, uitgesonderd 'n ventersmous, toonbankbediener of wynkelner, wat een of meer van die volgende pligte verrig: Etes of verversings, insluitende alkoholvrye verversings wat van 'n kroeg kom, aan klante in 'n bedryfsinrigting bedien; eetgerei nagaan; betaling ontvang vir enige bestelling deur hom geneem of uitgevoer; tafels dek; en wat ook toebehoortjies en/of slaai mag maak;

"hoofkelner" 'n werknemer wat spesifiek deur sy werkgewer of bestuurder belas is met toesighoudende verantwoordelikheid oor ander kelners in 'n bedryfsinrigting en wat verantwoordelik kan wees vir die algemene toesig oor 'n eetkamer, restaurant of eetplek;

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

"kelner, halfgekwatificeer," 'n kelner met meer as een maar minder as drie jaar ondervinding;

"kelner, ongekwatificeer," 'n kelner met hoogstens een jaar ondervinding;

"wynkelner" 'n werknemer, uitgesonderd 'n kelner, wat bestellings neem vir alle soorte alkoholiese en ander verversingsdranke en dit aan klante bedien en wat ook sodanige verversings kan afneem en betaling aanneem vir enige bestellings deur hom geneem of uitgevoer;

"week" 'n tydperk van sewe agtereenvolgende dae wat om 6 vm. op Dinsdag elke week begin in die geval van die seksie vir spesiale funksies van die Bedryf en om 6 vm. op Donderdag elke week in die geval van die res van die Bedryf;

#### 4. LONE

(1) Behoudens die bepalings van subklousule (3) en klousule 5 (9) is die minimum loon wat deur 'n werkgewer aan elke lid van ondergemelde klasse werknemers betaal moet word vir die gewone werkure wat in klousule 8 voorgeskryf word, dié hieronder uiteengesit:

(a) *Werknemers, uitgesonderd deeltydse werknemers, los werknemers en loswerknemers by spesiale funksies:*

|                                                                                     | Per maand     |               | Per week     |              |
|-------------------------------------------------------------------------------------|---------------|---------------|--------------|--------------|
|                                                                                     | Man           | Vrou          | Man          | Vrou         |
|                                                                                     | R             | R             | R            | R            |
| <b>Kroegman:</b>                                                                    |               |               |              |              |
| Gedurende eerste jaar ondervinding.....                                             | 70,00         | 70,00         | 16,15        | 16,15        |
| Gedurende tweede jaar ondervinding.....                                             | 90,00         | 90,00         | 20,77        | 20,77        |
| Gedurende derde jaar ondervinding.....                                              | 110,00        | 110,11        | 25,38        | 25,38        |
| Gedurende vierde jaar ondervinding.....                                             | 125,00        | 125,00        | 28,85        | 28,85        |
| Gedurende vyfde jaar ondervinding.....                                              | 140,00        | 140,00        | 32,31        | 32,31        |
| Daarna.....                                                                         | 160,00        | 160,00        | 36,93        | 36,93        |
| <b>Roeper:</b>                                                                      |               |               |              |              |
| Gedurende eerste jaar ondervinding.....                                             | 55,00         | 50,00         | 12,70        | 11,54        |
| Daarna.....                                                                         | 60,00         | 55,00         | 13,85        | 12,70        |
| <b>Kassier, Toonbankbediener, Bestelklerk, Versendingsklerk, Klerk, Magasynman:</b> |               |               |              |              |
| Gedurende eerste jaar ondervinding.....                                             | 65,00         | 60,00         | 15,00        | 13,85        |
| Gedurende tweede jaar ondervinding.....                                             | 80,00         | 70,00         | 18,46        | 16,15        |
| Gedurende derde jaar ondervinding.....                                              | 100,00        | 80,00         | 23,08        | 18,46        |
| Gedurende vierde jaar ondervinding.....                                             | 120,00        | 85,00         | 27,70        | 19,62        |
| Gedurende vyfde jaar ondervinding.....                                              | 140,00        | 90,00         | 32,31        | 20,77        |
| Daarna.....                                                                         | 160,00        | 90,00         | 36,93        | 20,77        |
| <b>Sjef.....</b>                                                                    | <b>300,00</b> | <b>300,00</b> | <b>69,23</b> | <b>69,23</b> |

|                                                                                                                                    | Per month |        | Per week |        |
|------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|--------|
|                                                                                                                                    | Male      | Female | Male     | Female |
|                                                                                                                                    | R         | R      | R        | R      |
| <b>Cook:</b>                                                                                                                       |           |        |          |        |
| During first 18 months of experience.....                                                                                          | 70,00     | 63,00  | 16,15    | 14,54  |
| During second 18 months of experience.....                                                                                         | 75,00     | 68,00  | 17,31    | 15,69  |
| Thereafter.....                                                                                                                    | 85,00     | 77,00  | 19,62    | 17,77  |
| <b>Driver of a motor vehicle, the unladen mass of which together with the unladen mass of any trailer/s drawn by such vehicle—</b> |           |        |          |        |
| (a) does not exceed 500 kg                                                                                                         | 60,00     | 60,00  | 13,85    | 13,75  |
| (b) exceeds 500 kg but not 2 750 kg.....                                                                                           | 70,00     | 70,00  | 16,15    | 16,15  |
| (c) exceeds 2 750 kg.....                                                                                                          | 80,00     | 80,00  | 18,46    | 18,46  |
| <b>Employees not elsewhere specified.....</b>                                                                                      | 60,00     | 55,00  | 13,85    | 12,70  |
| <b>Supervisor/Floor walker.....</b>                                                                                                | 180,00    | 110,00 | 41,54    | 25,38  |
| <b>Griller:</b>                                                                                                                    |           |        |          |        |
| During first 18 months of experience.....                                                                                          | 60,00     | 55,00  | 13,85    | 12,70  |
| During second 18 months of experience.....                                                                                         | 62,50     | 56,50  | 14,42    | 13,04  |
| Thereafter.....                                                                                                                    | 65,00     | 58,00  | 15,00    | 13,38  |
| <b>Labourer 18 years of age and over:</b>                                                                                          |           |        |          |        |
| During first year of operation of the Agreement..                                                                                  | 45,00     | 40,00  | 10,38    | 9,23   |
| Thereafter.....                                                                                                                    | 47,50     | 42,50  | 10,96    | 9,81   |
| <b>Labourer under 18 years of age.....</b>                                                                                         | 40,00     | 37,50  | 9,23     | 8,65   |
| <b>Laundryhand:</b>                                                                                                                |           |        |          |        |
| During first year of operation of the Agreement                                                                                    | 50,00     | 45,00  | 11,54    | 10,38  |
| Thereafter.....                                                                                                                    | 52,50     | 47,50  | 12,12    | 10,96  |
| <b>Manager.....</b>                                                                                                                | 200,00    | 125,00 | 46,15    | 28,85  |
| <b>Assistant Manager.....</b>                                                                                                      | 190,00    | 115,00 | 43,85    | 26,54  |
| <b>Night watchman.....</b>                                                                                                         | 55,00     | 55,00  | 12,70    | 12,70  |
| <b>Packer/Wrapper:</b>                                                                                                             |           |        |          |        |
| During first year of experience.....                                                                                               | 55,00     | 50,00  | 12,70    | 11,54  |
| Thereafter.....                                                                                                                    | 60,00     | 55,00  | 13,85    | 12,70  |
| <b>Pedlar/Vendor:</b>                                                                                                              |           |        |          |        |
| During first year of experience.....                                                                                               | 55,00     | 50,00  | 12,70    | 11,54  |
| Thereafter.....                                                                                                                    | 60,00     | 55,00  | 13,85    | 12,70  |

|                                       | During the first year of operation of this Agreement |          | Thereafter |          |
|---------------------------------------|------------------------------------------------------|----------|------------|----------|
|                                       | Per month                                            | Per week | Per month  | Per week |
|                                       | R                                                    | R        | R          | R        |
| <b>Waiter, male:</b>                  |                                                      |          |            |          |
| During first year of experience.....  | 50,00                                                | 11,54    | 55,00      | 12,70    |
| During second year of experience..... | 55,00                                                | 12,70    | 60,00      | 13,85    |
| During third year of experience.....  | 60,00                                                | 13,85    | 65,00      | 15,00    |
| Thereafter.....                       | 65,00                                                | 15,00    | 70,00      | 16,15    |
| <b>Waiter, female:</b>                |                                                      |          |            |          |
| During first year of experience.....  | 45,00                                                | 10,38    | 50,00      | 11,54    |
| During second year of experience..... | 50,00                                                | 11,54    | 55,00      | 12,70    |
| During third year of experience.....  | 55,00                                                | 12,70    | 60,00      | 13,85    |
| Thereafter.....                       | 60,00                                                | 13,85    | 65,00      | 15,00    |
| <b>Waiter, head, male.....</b>        | 100,00                                               | 23,08    | 100,00     | 23,08    |
| <b>Waiter, head, female.....</b>      | 95,00                                                | 21,92    | 95,00      | 21,92    |
| <b>Wine steward:</b>                  |                                                      |          |            |          |
| During first year of experience.....  | 55,00                                                | 12,70    | 60,00      | 13,85    |
| During second year of experience..... | 60,00                                                | 13,85    | 65,00      | 15,00    |
| During third year of experience.....  | 65,00                                                | 15,00    | 70,00      | 16,15    |
| Thereafter.....                       | 70,00                                                | 16,15    | 75,00      | 17,31    |

|                                                                                                                                                               | Per maand |        | Per week |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|----------|-------|
|                                                                                                                                                               | Man       | Vrou   | Man      | Vrou  |
|                                                                                                                                                               | R         | R      | R        | R     |
| <b>Kok:</b>                                                                                                                                                   |           |        |          |       |
| Gedurende eerste 18 maanden ondervinding.....                                                                                                                 | 70,00     | 63,00  | 16,15    | 14,54 |
| Gedurende tweede 18 maanden ondervinding.....                                                                                                                 | 75,00     | 68,00  | 17,31    | 15,69 |
| Daarna.....                                                                                                                                                   | 85,00     | 77,00  | 19,62    | 17,77 |
| <b>Drywer van 'n motorvoertuig waarvan die onbelaste massa, saam met die onbelaste massa van enige sleepwa/-waens wat deur sodanige voertuig getrek word—</b> |           |        |          |       |
| (a) hoogstens 500 kg is....                                                                                                                                   | 60,00     | 60,00  | 13,85    | 13,85 |
| (b) meer as 500 kg maar hoogstens 2 750 kg is....                                                                                                             | 70,00     | 70,00  | 16,15    | 16,15 |
| (c) meer as 2 750 kg is....                                                                                                                                   | 80,00     | 80,00  | 18,46    | 18,46 |
| <b>Werknemers nie vermeld nie..</b>                                                                                                                           | 60,00     | 55,00  | 13,85    | 12,70 |
| <b>Vloeropsigter/Toesighouer... Roosterbediener:</b>                                                                                                          | 180,00    | 110,00 | 41,54    | 25,38 |
| Gedurende eerste 18 maanden ondervinding.....                                                                                                                 | 60,00     | 55,00  | 13,85    | 12,70 |
| Gedurende tweede 18 maanden ondervinding.....                                                                                                                 | 62,50     | 56,50  | 14,42    | 13,04 |
| Daarna.....                                                                                                                                                   | 65,00     | 58,00  | 15,00    | 13,38 |
| <b>Arbeider 18 jaar en ouer:</b>                                                                                                                              |           |        |          |       |
| Gedurende eerste jaar van die Ooreenkoms.....                                                                                                                 | 45,00     | 40,00  | 10,38    | 9,23  |
| Daarna.....                                                                                                                                                   | 47,50     | 42,50  | 10,96    | 9,81  |
| <b>Arbeider onder 18 jaar.....</b>                                                                                                                            | 40,00     | 37,50  | 9,23     | 8,65  |
| <b>Wasserywerker:</b>                                                                                                                                         |           |        |          |       |
| Gedurende eerste jaar van die Ooreenkoms.....                                                                                                                 | 50,00     | 45,00  | 11,54    | 10,38 |
| Daarna.....                                                                                                                                                   | 52,50     | 47,50  | 12,12    | 10,96 |
| <b>Bestuurder.....</b>                                                                                                                                        | 200,00    | 125,00 | 46,15    | 28,85 |
| <b>Assistent-bestuurder.....</b>                                                                                                                              | 190,00    | 115,00 | 43,85    | 26,54 |
| <b>Nagwag.....</b>                                                                                                                                            | 55,00     | 55,00  | 12,70    | 12,70 |
| <b>Verpakker/Toedraaier:</b>                                                                                                                                  |           |        |          |       |
| Gedurende eerste jaar ondervinding.....                                                                                                                       | 55,00     | 50,00  | 12,70    | 11,54 |
| Daarna.....                                                                                                                                                   | 60,00     | 55,00  | 13,85    | 12,70 |
| <b>Venter/Smous:</b>                                                                                                                                          |           |        |          |       |
| Gedurende eerste jaar ondervinding.....                                                                                                                       | 55,00     | 50,00  | 12,70    | 11,54 |
| Daarna.....                                                                                                                                                   | 60,00     | 55,00  | 13,85    | 12,70 |

|                                             | Gedurende eerste jaar van die Ooreenkoms |          | Daarna    |          |
|---------------------------------------------|------------------------------------------|----------|-----------|----------|
|                                             | Per maand                                | Per week | Per maand | Per week |
|                                             | R                                        | R        | R         | R        |
| <b>Kelner, man:</b>                         |                                          |          |           |          |
| Gedurende die eerste jaar ondervinding..... | 50,00                                    | 11,54    | 55,00     | 12,70    |
| Gedurende die tweede jaar ondervinding..... | 55,00                                    | 12,70    | 60,00     | 13,85    |
| Gedurende die derde jaar ondervinding.....  | 60,00                                    | 13,85    | 65,00     | 15,00    |
| Daarna.....                                 | 65,00                                    | 15,00    | 70,00     | 16,15    |
| <b>Kelner, vrou:</b>                        |                                          |          |           |          |
| Gedurende die eerste jaar ondervinding..... | 45,00                                    | 10,38    | 50,00     | 11,54    |
| Gedurende die tweede jaar ondervinding..... | 50,00                                    | 11,54    | 55,00     | 12,70    |
| Gedurende die derde jaar ondervinding.....  | 55,00                                    | 12,70    | 60,00     | 13,85    |
| Daarna.....                                 | 60,00                                    | 13,85    | 65,00     | 15,00    |
| <b>Hoofkelner, man.....</b>                 | 100,00                                   | 23,08    | 100,00    | 23,08    |
| <b>Hoofkelner, vrou.....</b>                | 95,00                                    | 21,92    | 95,00     | 21,92    |
| <b>Wynkelner:</b>                           |                                          |          |           |          |
| Gedurende eerste jaar ondervinding.....     | 55,00                                    | 12,70    | 60,00     | 13,85    |
| Gedurende tweede jaar ondervinding.....     | 60,00                                    | 13,85    | 65,00     | 15,00    |
| Gedurende derde jaar ondervinding.....      | 65,00                                    | 15,00    | 70,00     | 16,15    |
| Daarna.....                                 | 70,00                                    | 16,15    | 75,00     | 17,31    |

(b) *Part-time employees.*—A part-time employee shall be paid, in respect of the ordinary hours of work prescribed in clause 8 for such part-time employee, not less than 66⅔% (sixty-six and two-thirds per cent) of the wage prescribed in subclause (a) hereof for an employee of the same class and sex and with the same experience as that in which such part-time employee is employed, having due regard to the definition of the word "experience" and the calculation thereof in terms of subclause (3).

(c) *Casual employee, other than a special function casual employee.*—A casual employee shall be paid not less than one and a half time the hourly wage prescribed in subclause (a) thereof for an employee of the same class and sex as the one in which he is employed; Provided that—

(i) where a casual employee performs the work of a class of employee for whom wages on a rising scale are prescribed, the expression "hourly wage" shall mean the highest wage prescribed for an employee of that class; and

(ii) where a casual employee is required to work for less than three hours on any day he shall be deemed to have worked for three hours.

(d) *Special function casual employees:*

| Special function casual employees                                                                     | Per hour        | With a minimum of not less than: Per day |
|-------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------|
|                                                                                                       | Male and female |                                          |
|                                                                                                       | R               | R                                        |
| Barman.....                                                                                           | 1,00            | 5,00                                     |
| Cashier.....                                                                                          | 1,00            | 5,00                                     |
| Cook.....                                                                                             | 0,55            | 2,75                                     |
| Counterhand.....                                                                                      | 1,00            | 5,00                                     |
| Driver of a motor vehicle.....                                                                        | 0,55            | 2,75                                     |
| Function Supervisor.....                                                                              | 1,20            | 6,00                                     |
| Griller.....                                                                                          | 0,45            | 2,25                                     |
| Labourer.....                                                                                         | 0,35            | 1,75                                     |
| Pedlar/Vendor.....                                                                                    | 0,40            | 2,00                                     |
| Staff Supervisor.....                                                                                 | 1,10            | 5,50                                     |
| Waiter—                                                                                               |                 |                                          |
| who has worked at less than 50 functions or has had less than three months experience as a waiter.... | 0,70            | 3,50                                     |
| who has worked at 50 to 99 functions or has had three to six months experience as a waiter.....       | 0,80            | 4,00                                     |
| who has worked at 100 to 149 functions or has had six to 12 months experience as a waiter.....        | 0,90            | 4,50                                     |
| who has worked at 150 or more functions or has had more than 12 months experience as a waiter....     | 1,00            | 5,00                                     |
| Wine steward.....                                                                                     | 0,80            | 4,00                                     |

(2) *Calculation of wages.*—(a) The daily wage of an employee shall be calculated by dividing his weekly wage as follows:

(i) By six in the case of an employee who works on 5½ days per week;

(ii) by five in the case of an employee who works on five days per week;

(iii) by four in the case of an employee who works on four days per week.

(b) The weekly wage of a monthly paid employee shall be calculated by dividing the monthly wage by 4½ (four and one-third).

(c) The hourly wage of an employee shall be calculated by dividing his weekly wage by the number of the weekly ordinary hours of work prescribed for such employee in clause 8.

(b) *Deeltydse werknemers.*—'n Deeltydse werknemer moet vir die gewone werkure wat in klousule 8 vir sodanige deeltydse werknemer voorgeskryf word, minstens 66⅔% (ses-en-sestig en twee-derdes persent) betaal word van die loon wat in subklousule (a) hiervan voorgeskryf word vir 'n werknemer van dieselfde klas en geslag en met dieselfde ondervinding as dié waarin sodanige deeltydse werknemer in diens is, met behoorlike inagneming van die omskrywing van die woord "ondervinding" en die berekening daarvan ingevolge subklousule (3).

(c) *Los werknemer, uitgesonderd 'n los werknemer by spesiale funksies.*—'n Los werknemer moet minstens een en 'n half maal die uurloon betaal word wat in subklousule (a) hiervan voorgeskryf word vir 'n werknemer van dieselfde klas en geslag as die een waarin hy in diens is: Met dien verstande dat—

(i) waar 'n los werknemer die werk verrig van 'n klas werknemer vir wie 'n loon op 'n stygende skaal voorgeskryf word, die uitdrukking "uurloon" beteken die hoogste loon wat vir 'n werknemer van daardie klas voorgeskryf word; en

(ii) waar daar van 'n los werknemer vereis word om vir minder as drie uur op enige dag te werk, daar geag word dat hy vir drie uur gewerk het.

(d) *Los werknemers by spesiale funksies:*

| Los werknemers by spesiale funksies                                                                              | Per uur       | Met 'n minimum van minstens— per dag |
|------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------|
|                                                                                                                  | Mans en Vroue |                                      |
|                                                                                                                  | R             | R                                    |
| Kroegman.....                                                                                                    | 1,00          | 5,00                                 |
| Kassier.....                                                                                                     | 1,00          | 5,00                                 |
| Kok.....                                                                                                         | 0,55          | 2,75                                 |
| Toonbankbediener.....                                                                                            | 1,00          | 5,00                                 |
| Drywer van 'n motorvoertuig.....                                                                                 | 0,55          | 2,75                                 |
| Funksietoetsighouer.....                                                                                         | 1,20          | 6,00                                 |
| Roosterbediener.....                                                                                             | 0,45          | 2,25                                 |
| Arbeider.....                                                                                                    | 0,35          | 1,75                                 |
| Venter/Smous.....                                                                                                | 0,40          | 2,00                                 |
| Personeeltoetsighouer.....                                                                                       | 1,10          | 5,50                                 |
| Kelner—                                                                                                          |               |                                      |
| wat by minder as 50 funksies gewerk het of wat minder as drie maande ondervinding as 'n kelner opgedoen het..... | 0,70          | 3,50                                 |
| wat by 50 tot 99 funksies gewerk het of wat drie tot ses maande ondervinding as 'n kelner opgedoen het..         | 0,80          | 4,00                                 |
| wat by 100 tot 149 funksies gewerk het of wat ses tot 12 maande ondervinding as 'n kelner opgedoen het....       | 0,90          | 4,50                                 |
| wat by 150 of meer funksies gewerk het of wat meer as 12 maande ondervinding as 'n kelner opgedoen het..         | 1,00          | 5,00                                 |
| Wynkelner.....                                                                                                   | 0,80          | 4,00                                 |

(2) *Berekening van lone.*—(a) Die dagloon van 'n werknemer word bereken deur sy weekloon soos volg te deel:

(i) Deur ses in die geval van 'n werknemer wat op vyf en 'n half dae per week werk;

(ii) deur vyf in die geval van 'n werknemer wat op vyf dae per week werk;

(iii) deur vier in die geval van 'n werknemer wat op vier dae per week werk.

(b) Die weekloon van 'n maandeliks besoldigde werknemer word bereke deur die maandloon deur 4½ (vier en een-derde) te deel.

(c) Die uurloon van 'n werknemer word bereken deur sy weekloon te deel deur die weeklikse getal gewone werkure wat vir sodanige werknemer in klousule 8 voorgeskryf word.

(3) *Calculation of experience.*—For the purpose of this clause the period of employment of an employee in a class of work, other than that in which the employee is employed, shall be recognised as experience in his class of work to the extent set out hereunder:

| <i>Occupation</i>                                                         | <i>Experience recognised</i>                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Barman.....                                                           | One-third (⅓) of the period of employment as a wine steward with a maximum of two years;                                                                                                                                                                                                                                                                                                                                                                    |
| (b) Waiter.....                                                           | (i) any period of employment as a supervisor of waiters and/or wine stewards;<br>(ii) 50 per cent of the period of employment as a part-time waiter;<br>(iii) any period of employment as a wine steward with a maximum of two years;                                                                                                                                                                                                                       |
| (c) Wine steward.....                                                     | (i) any period of employment as a barman;<br>(ii) any period of employment as a supervisor of waiters or wine stewards;<br>(iii) 50 per cent of the period of employment as a part-time wine steward;<br>(iv) 80 per cent of the period of employment as a waiter with a maximum of two years;                                                                                                                                                              |
| (d) Counterhand, cashier, clerk, order clerk, despatch clerk and storeman | (i) a maximum of two years in any trade or in the service of the State;<br>(ii) any period of employment in any trade or in the service of the State as a supervisor of counterhands, cashiers, clerks, order clerks, despatch clerks and storemen as the case may be;<br>(iii) 50 per cent of the period of employment as a part-time counterhand, cashier, clerk, order clerk, despatch clerk or a storeman, in any trade or in the service of the State; |
| (e) Cook.....                                                             | (i) any period of employment as a chef;<br>(ii) 50 per cent of the period of employment as a griller;<br>(iii) any period of employment as a supervisor of cooks or grillers;<br>(iv) 50 per cent of the period of employment as a part-time cook;                                                                                                                                                                                                          |
| (f) Griller.....                                                          | (i) any period of employment as a chef;<br>(ii) any period of employment as a cook;<br>(iii) any period of employment as a supervisor of grillers;<br>(iv) 50 per cent of any period of employment as a part-time griller;                                                                                                                                                                                                                                  |
| (g) Caller, packer/wrapper and pedlar/vendor                              | (i) any period of employment as a waiter, Group 1 employee, Group 2 employee, Group 3 employee or as a Group 4 employee;<br>(ii) any period of employment as a supervisor of callers, packer/wrappers or pedlar/vendors shall be deemed to be employment as a caller, packer/wrapper or pedlar/vendor, as the case may be;<br>(iii) 50 per cent of any period of employment as a part-time caller, packer/wrapper or pedlar/vendor respectively;            |

Provided that "experience" shall further include—

(a) the total period or periods during which an employee, as an employer or manager, performed the work of the class in which he is employed; and

(b) any period or periods—

(i) in respect of which an employer pays, or is required to pay, an employee in lieu of notice of termination of employment or in lieu of any other period not worked by such employee and for which the employer is required to make payment;

(ii) during which an employee is on annual leave, in terms of clause 14;

(iii) during which an employee is on paid sick leave, in terms of clause 13;

(iv) during which an employee is absent on the instruction/s or at the request of an employer;

(v) during which an employee is absent with the consent or condonation of the employer;

(vi) during which an employee is absent for any other reason not being in breach of the contract of employment;

(3) *Berekening van ondervinding.*—Vir die toepassing van hierdie klousule word die dienstryd van 'n werknemer in 'n klas werk, uitgesonderd dié waarin die werknemer werksaam is, erken as ondervinding in sy klas werk in die mate hieronder uiteengesit:

| <i>Beroep</i>                                                                     | <i>Ondervinding wat erken word</i>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Kroegman.....                                                                 | Een-derde (⅓) van sy dienstryd as 'n wynkelner met 'n maksimum van twee jaar;                                                                                                                                                                                                                                                                                                                                                                                              |
| (b) Kelner.....                                                                   | (i) enige dienstryd as 'n toesighouer oor kelners en/of wynkelners;<br>(ii) 50 persent van sy dienstryd as 'n deeltydse kelner;<br>(iii) enige dienstryd as 'n wynkelner met 'n maksimum van twee jaar;                                                                                                                                                                                                                                                                    |
| (c) Wynkelner.....                                                                | (i) enige dienstryd as 'n kroegman;<br>(ii) enige dienstryd as 'n toesighouer oor kelners of wynkelners;<br>(iii) 50 persent van sy dienstryd as 'n deeltydse wynkelner;<br>(iv) 80 persent van sy dienstryd as 'n kelner met 'n maksimum van twee jaar;                                                                                                                                                                                                                   |
| (d) Toonbankbediener, kassier, klerk, bestelklerk, versendingsklerk en magasynman | (i) 'n maksimum van twee jaar in enige bedryf of in die diens van die Staat;<br>(ii) enige dienstryd in enige bedryf of in die diens van die Staat as 'n toesighouer oor toonbankbedieners, kassiers, klerke, bestelklerke, versendingsklerke en magasynmanne, na gelang van die geval;<br>(iii) 50 persent van sy dienstryd as 'n deeltydse toonbankbediener, kassier, klerk, bestelklerk, versendingsklerk of magasynman, in enige bedryf of in die diens van die Staat; |
| (e) Kok.....                                                                      | (i) enige dienstryd as 'n sjef;<br>(ii) 50 persent van sy dienstryd as 'n roosterbediener;<br>(iii) enige dienstryd as 'n toesighouer oor koks of roosterbedieners;<br>(iv) 50 persent van sy dienstryd as 'n deeltydse kok;                                                                                                                                                                                                                                               |
| (f) Roosterbediener.....                                                          | (i) enige dienstryd as 'n sjef;<br>(ii) enige dienstryd as 'n kok;<br>(iii) enige dienstryd as 'n toesighouer oor roosterbedieners;<br>(iv) 50 persent van sy dienstryd as 'n deeltydse roosterbediener;                                                                                                                                                                                                                                                                   |
| (g) Roeper, verpakker/toedraaier en venter/smous                                  | (i) enige dienstryd as 'n kelner, groep 1-werknemer, groep 2-werknemer, groep 3-werknemer of as 'n groep 4-werknemer;<br>(ii) enige dienstryd as 'n toesighouer oor roepers, verpakkers/toedraaiers of venters/smous word geag diens te wees as 'n roeper, verpakker/toedraaier of venter/smous, na gelang van die geval;<br>(iii) 50 persent van enige dienstryd onderskeidelik as 'n deeltydse roeper, verpakker/toedraaier of venter/smous;                             |

Met dien verstande dat "ondervinding" ook die volgende insluit:

(a) die totale tydperk of tydperke waarin 'n werknemer, as 'n werkgewer of bestuurder, die werk verrig het van die klas waarin hy in diens is; en

(b) enige tydperk of tydperke—

(i) waarvoor 'n werkgewer 'n werknemer besoldig of moet besoldig, in plaas van diensopsegging of in plaas van enige ander tydperk wat nie deur sodanige werknemer gewerk is nie en waarvoor die werkgewer die werknemer moet besoldig;

(ii) waarin 'n werknemer met jaarlikse verlof is ingevolge klousule 14;

(iii) waarin 'n werknemer met siekteverlof met besoldiging is ingevolge klousule 13;

(iv) waarin 'n werknemer afwesig is op las of op versoek van 'n werkgewer;

(v) waarin 'n werknemer afwesig is met die toestemming of goedkeuring van die werkgewer;

(vi) waarin 'n werknemer afwesig is om enige ander rede wat nie dienskontrakbreuk beteken nie;

(vii) during which an employee is undergoing military training:

Provided that—

(aa) any period of absence in excess of 10 weeks in the aggregate in any period of 12 consecutive months in respect of items (ii), (iii), (iv), (v) and (vi), or any period in excess of 10 weeks plus four months in respect of item (vii), need not be included in calculating experience;

(bb) an employee who is employed as an unqualified employee in any class for which wages on a rising scale calculated on experience are prescribed and who fails to provide his employer within three months from the date of commencement of his employment with proof of any period of employment with proof of any period of employment in that class which he has had with another employer, shall be deemed not to have had such period of employment in that class with the other employer, and the expression "that class" shall include any class in which employment is reckonable as experience in that class in which he is employed;

(cc) if at any time after the expiration of the said three months, an employee provides his employer with such proof, the period of employment with the other employer shall be reckonable as experience but only with effect from the date on which his employer is provided with such proof.

(4) *Incremental date.*—Where an employee in terms of subclause (1) becomes entitled to an increment on or before the 15th day of the month, such increment shall be deemed to accrue on the first day of that month, but if such entitlement arises after the 15th day of the month the increment shall be deemed to accrue on the first day of the next succeeding month.

(5) *Basis of contract.*—For the purpose of this clause the contract of employment of an employee other than a casual employee, shall be on a weekly basis, and, save as provided in clause 5 (7) (b), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) read with subclause (6) of this clause, for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him in terms of clause 8 or less.

6. *Differential rates.*—An employer who requires or permits an employee to perform, for longer than one hour in the aggregate on any day, whether in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1), shall pay such employee the rate of wage laid down for the most highly paid of the occupations in which he is employed during such day.

(7) *Reduction of wages.*—An employer shall not reduce the wages of an employee who at the time this Agreement comes into operation or at any time thereafter, is paid a wage at a rate higher than the minimum rate prescribed for his class in this Agreement, as long as he continues to work for the same employer: Provided that—

(a) where a weekly paid employee has been given one week's notice, or a monthly paid employee two week's notice, of a change of conditions of employment and such employee agrees to accept a transfer to a class of work for which a lower minimum wage is prescribed, this provision shall not apply; and

(b) this shall not affect the right of an employer to reduce the wage of an employee where such employee had been granted a temporary increase for the specific purpose of preventing a contravention of the ratio provisions of this Agreement: Provided further that the reduced wage payable to such employee shall not be less than that which he received prior to being granted the aforesaid temporary increase or less than the minimum rate prescribed in this Agreement for an employee of his class and experience, whichever is the higher.

## 5. PAYMENT OF REMUNERATION

(1) *Employees other than casual employees and special function casual employees.*—Save as provided in clause 14 and 15, any amount due to an employee other than casual and special function casual employees shall be paid weekly or monthly in cash or, with the consent of the employee, by cheque during the ordinary hours of work of the establishment and such pay-day shall—

(a) in the case of weekly paid employees be on the Thursday of each week and payment shall include all amounts due to the employee up to and including 6 a.m. on such pay-day: Provided that payment in respect of overtime may be made not later than the pay-day following the week to which it relates; and

(vii) waarin 'n werknemer militêre opleiding ondergaan: Met dien verstande dat—

(aa) enige tydperk van afwesigheid van meer as 10 weke altesaam in enige tydperk van 12 agtereenvolgende maande ten opsigte van items (ii), (iii), (iv), (v) en (vi), of enige tydperk van meer as 10 weke plus vier maande ten opsigte van item (vii), vir die berekening van ondervinding nie in ag geneem hoef te word nie;

(bb) 'n werknemer wat in diens is as 'n ongekwalifiseerde werknemer in enige klas waarvoor lone voorgeskryf word op 'n stygende skaal, bereken op ondervinding, en wat versuim om aan sy werkgever binne drie maande vanaf die aanvang van sy diens bewys te lewer van enige tydperk van diens in daardie klas wat hy by 'n ander werkgever gehad het, geag word nie sodanige tydperk van diens in daardie klas by die ander werkgever gehad het nie, en die uitdrukking "daardie klas" omvat enige klas waarin diens rekenbaar is as ondervinding in daardie klas waarin hy in diens is;

(cc) as 'n werknemer te eniger tyd ná verstryking van genoemde drie maande aan sy werkgever sodanige bewys lewer, die tydperk van diens by die ander werkgever rekenbaar is as ondervinding maar slegs met ingang van die datum waarop hy sodanige bewys aan sy werkgever gelewer het.

(4) *Verhogingsdatum.*—Wanneer 'n werknemer ingevolge subklausule (1) voor of op die 15de dag van die maand op 'n verhoging geregtig word, word daar geag dat sodanige verhoging hom op die eerste dag van daardie maand toekom, maar as hy na die 15de dag van die maand op 'n verhoging geregtig word, word daar geag dat die verhoging hom op die eerste dag van die eersvolgende maand toekom.

(5) *Kontrakgrondslag.*—Vir die toepassing van hierdie klausule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklikse grondslag, en, behoudens klausule 5 (7) (b), moet 'n werknemer vir 'n week minstens die volle weekloon betaal word wat in subklausule (1), gelees met subklausule (6) van hierdie klausule, vir 'n werknemer van sy klas voorgeskryf word, hetsy hy in daardie week die maksimum getal gewone werkure wat ingevolge klausule 8 op hom van toepassing is, of minder gewerk het.

(6) *Differensiële lone.*—'n Werkgever wat van 'n werknemer vereis of hom toelaat om altesaam langer as een uur op 'n dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklausule (1) voorgeskryf word, moet sodanige werknemer besoldig teen die loon vasgestel vir die hoogs besoldigde van die beroepe waarin hy gedurende sodanige dag in diens was.

(7) *Vermindering van lone.*—'n Werkgever mag nie dié loon verminder van 'n werknemer wat by die inwerkingtreding van hierdie Ooreenkoms, of te eniger tyd daarna, 'n hoër loon betaal word as dié minimum loon wat vir sy klas in hierdie Ooreenkoms voorgeskryf word nie, solank hy vir dieselfde werkgever bly werk: Met dien verstande dat—

(a) hierdie bepaling nie van toepassing is nie waar 'n weekliks besoldigde werknemer een week kennis gegee is of 'n maandeliks besoldigde werknemer twee weke kennis gegee is van 'n verandering van diensvoorwaardes en sodanige werknemer instem om 'n verplasing te aanvaar na 'n klas werk waarvoor 'n laer minimum loon voorgeskryf word; en

(b) dit nie die reg van 'n werkgever raak om die loon van 'n werknemer te verminder nie waar sodanige werknemer 'n tydelike verhoging toegestaan is vir die spesifieke doel om 'n oortreding van die getalsverhoudingsbepalings van hierdie Ooreenkoms te voorkom: Voorts met dien verstande dat die verminderde loon aan sodanige werknemer betaalbaar nie minder mag wees nie as dié wat hy ontvang het voordat hy genoemde tydelike verhoging toegestaan is of minder as die minimum loon wat in hierdie Ooreenkoms vir 'n werknemer van sy klas en ondervinding voorgeskryf word, en wel die hoogste van die twee bedrae.

## 5. BETALING VAN BESOLDIGING

(1) *Werknemers, uitgesonderd los werknemers en los werknemers by spesiale funksies.*—Behoudens klausules 14 en 15, moet enige bedrag wat verskuldig is aan 'n werknemer, uitgesonderd 'n los werknemer en 'n los werknemer by spesiale funksies, weekliks of maandeliks in kontant betaal word of, met die toestemming van die werknemer, per tjek gedurende die gewone werkure van die bedryfsinrigting, en sodanige betaaldag moet—

(a) in die geval van weekliks besoldigde werknemers die Donderdag van elke week wees en besoldiging moet alle bedrae insluit wat tot om 6 vm, op sodanige betaaldag aan die werknemer verskuldig is: Met dien verstande dat besoldiging vir oortydwerk betaal kan word vóór of op die betaaldag wat volg op die week waarop dit betrekking het;

(b) in the case of monthly paid employees be on or before the last work day of the month: Provided that payment for any overtime worked after the 27th day of the month may be made not later than the pay-day following the month to which it relates.

(2) *Casual and special function casual employees.*—Save as provided in clause 15, any amount due to a casual employee or a special function casual employee shall be paid in cash or, with the consent of the employee, by cheque and—

(a) in the case of a special function casual employee shall be paid on the Wednesday of each week and shall include all amounts due to the employee up to and including 6 a.m. on the Tuesday of that week: Provided that where an employee personally calls on such Wednesday for the sole purpose to collect payment in respect of less than six hours' remuneration, such employee shall be entitled to an allowance of 25c; and

(b) in the case of a casual employee shall be paid at least once per week or on termination of his employment.

(3) Notwithstanding anything to the contrary contained in this clause, all amounts due to an employee shall become payable upon the termination of employment if this takes place before the usual pay-day.

(4) *Pay envelopes.*—The amount due to an employee shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- (a) the employee's name or his number on the pay-roll, and his occupation;
- (b) payment for ordinary time worked;
- (c) payment for overtime worked;
- (d) the details of any other remuneration arising out of the employee's employment;
- (e) the details of any deductions made;
- (f) the actual amount paid to the employee;
- (g) the period in respect of which payment is made; and
- (h) the number of ordinary and overtime hours worked by the employee:

Provided that such envelope, container or statement shall reflect the particulars set out in Annexure A: Provided further that information in respect of time worked need not be furnished in the case of employees who are excluded from the hours of work provisions by virtue of clause 8 (4).

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

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

(7) *Commission.*—No employee shall be permitted to work on a commission basis only. Provided that an employer may pay commission over and above the minimum scale of wages prescribed.

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

(9) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration; Provided that he may make the following:

(a) With the written consent of his employee, a deduction for a welfare organisation registered in terms of the Welfare Organisations Act, 1947, or a registered medical aid, pension or provident fund;

(b) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instruction 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 of such absence;

(c) a deduction of any amount which an employer is legally by order of any competent court required or permitted to make, and with the written consent of the employee any amount advanced from remuneration or lent to such employee;

(d) where an employee caused malicious damage to his employer's property or failed to return at the time of termination of employment any uniform supplied to him in terms of clause 7 hereof, a deduction in accordance with a decision taken by the Council or by a subcommittee appointed by the Council;

(b) in die geval van maandeliks besoldigde werknemers vóór of op die laaste werkdag van die maand wees: Met dien verstande dat besoldiging vir enige oortydwerk wat ná die 27ste dag van die maand verrig is, betaal kan word vóór of op die betaaldag wat volg op die maand waarop dit betrekking het.

(2) *Los werknemers en los werknemers by spesiale funksies.*—Behoudens klousule 15 moet enige bedrag wat aan 'n los werknemer of 'n los werknemer by 'n spesiale funksie verskuldig is, in kontant betaal word of, met die toestemming van die werknemer, per tjek en—

(a) moet dit in die geval van 'n los werknemer by 'n spesiale funksie betaal word op die Woensdag van elke week en moet dit alle bedrae insluit wat aan die werknemer verskuldig is tot om 6 vm. op die Dinsdag van daardie week: Met dien verstande dat wanneer 'n werknemer homself persoonlik op sodanige Woensdag aanmeld vir die uitsluitlike doel om besoldiging in te vorder vir minder as ses uur se besoldiging, sodanige werknemer geregtig is op 'n toelae van 25c; en

(b) moet dit in die geval van 'n los werknemer minstens een maal per week of by diensbeëindiging betaal word.

(3) Ondanks andersluidende bepalings in hierdie klousule is alle bedrae wat aan 'n werknemer verskuldig is, betaalbaar by diensbeëindiging as dit vóór die gewone betaaldag plaasvind.

(4) *Betaalkoevert.*—Die bedrag wat aan 'n werknemer verskuldig is, moet in 'n verseëelde koevert of houer wees waarop aangeteken moet word of wat vergesel moet gaan van 'n staat waarin onderstaande besonderhede vermeld word:

- (a) Die werknemer se naam of sy nommer op die betaalstaat, en sy beroep;
- (b) besoldiging vir gewone tyd gewerk;
- (c) besoldiging vir oortyd gewerk;
- (d) besonderhede van enige ander besoldiging wat uit die werknemer se werk voortspruit;
- (e) besonderhede van enige aftrekkings gedoen;
- (f) die werklike bedrag aan die werknemer betaal;
- (g) die tydperk waarvoor betaling gedoen word; en
- (h) die getal gewone en oortydure deur die werknemer gewerk:

Met dien verstande dat sodanige koevert of houer of staat die besonderhede moet bevat wat in Aanhangsel A uiteengesit word: Met dien verstande voorts dat inligting ten opsigte van tyd gewerk nie verskaf hoef te word nie in die geval van werknemers wat uitgesluit is van die werkurebepalings op grond van klousule 8 (4).

(5) *Premies.*—Geen geld mag of regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word vir die indiensneming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe die werkgever wetlik verplig is om by te dra.

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

(7) *Kommissie.*—Geen werknemer mag toegelaat word om slegs op 'n kommissiegrondslag te werk nie: Met dien verstande dat 'n werkgever kommissie bo en behalwe die voorgeskrewe minimum loonskaal kan betaal.

(8) *Losies en inwoning.*—Behoudens die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om by hom of by enigiemand anders of op 'n plek wat hy aanwys, te looser of in te woon of te looser en in te woon nie.

(9) *Aftrekkings.*—'n Werkgever mag sy werknemer geen boetes opleë nie; ook mag hy geen geld van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende mag aftrek:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n welsynsorganisasie geregistreer ingevolge die Wet op Welsynsorganisasies, 1947, of 'n geregistreerde mediese hulp-, pensioen- of voorsorgfonds;

(b) 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 werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(c) enige bedrag wat 'n werkgever regtens of volgens bevel van enige bevoegde hof moet of mag aftrek, en, met die skriftelike toestemming van die werknemer, enige bedrag uit 'n werknemer se besoldiging aan hom voorgeskiet of wat aan sodanige werknemer geleen is;

(d) indien 'n werknemer sy werkgever se eiendom kwaadwillig beskadig het of versuim het om by diensbeëindiging enige uniform terug te besorg wat ingevolge klousule 7 hiervan aan hom uitgereik is, 'n bedrag ooreenkomstig 'n beslissing gegee deur die Raad of deur enige subkomitee wat deur die Raad aangestel is;

(e) A deduction of the amount of any deficiency in cash handed solely by the employee: Provided further than the employee accepts responsibility for such deficiency in writing and specifies therein the amount and conditions of repayment; where the employee does not accept responsibility for such deficiency the Council may at the request of the employer or employee conduct an enquiry into the matter and make such recommendation as it deems fit.

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

(g) a deduction for Industrial Council fees as provided in clause 19;

(h) a deduction in respect of meals as prescribed in terms of clause 15 (1).

(i) a deduction for trade union subscriptions in terms of clause 20 (3).

(10) Notwithstanding the provisions of subclause (9) (d) and (e) of this clause the amount of such deductions shall, except where employment is terminated, not exceed one-third of the total remuneration due to the employee.

## 6. PUBLIC HOLIDAYS, HALF-HOLIDAYS AND SUNDAYS

(1) In this Agreement, the expression "public holiday" shall mean a public holiday as referred to in the Public Holidays Act, Act 5 of 1952.

(2) All public holidays, Sundays and half-holidays shall, subject to clause 8 of this Agreement, be treated as ordinary periods of work: Provided that if as part of his condition of employment or at the request or with the permission of the employer, an employee does not work on a public holiday, a Sunday or a half-holiday, his employer shall pay him for the week in which such day or half-holiday falls not less than his full weekly wage.

(3) If a public holiday, Sunday or half-holiday falls during an employee's period of annual leave it shall, subject to the provisions of clause 14 (2) (a), be deemed to be part of the period of leave prescribed in clause 14 (1).

## 7. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in good condition free of charge at least two overalls or washing coats per year to his employee who is directly engaged in the selling or handling or preparation of foodstuffs and where the wearing of special jackets by waiters and wine stewards is required by the employer, such employee shall similarly be supplied with two jackets per year. Any other form of wearing apparel to be worn by an employee as a requirement of the employer or which by any law the employer is compelled to provide for his employee, shall be supplied free of charge by the employer: Provided that this subclause shall not apply to a special function casual employee except where the employer requires such employee to wear a particular type of uniform different from the standard dress for special functions, and in the latter event the employer shall supply the particular type of uniform free of charge, which shall remain the property of the employer.

(2) All articles of clothing supplied in terms of this subclause shall remain the property of the employer and the cleaning and/or laundering of such articles supplied shall be at the expense of the employer: Provided that this subclause shall not apply to an article which is worn by the employee off duty.

## 8. HOURS OF WORK

(1) *Employees other than special function employees.*—(a) In the case of a labourer, griller and driver of a motor vehicle, the ordinary hours of work shall not exceed 50 in any week and the ordinary daily hours of work shall not exceed the following:

(i) In the case of an employee who works on six days in any week—

ten hours on one day in that week, nine hours per day on three days in that week, eight hours on one day in that week, and five hours on one day in that week;

(ii) in the case of an employee who works on five days in any week—

eleven hours per day on three days in that week, 12 hours on one day in that week, and five hours on one day in that week;

(e) die bedrag van enige tekort in kontant wat uitsluitlik deur die werknemer gehanteer is: Voorts met dien verstande dat die werknemer skriftelik verantwoordelikheid vir sodanige tekort aanvaar en daarin die bedrag uitdruklik noem en sê wat die terugbetalingsvoorwaardes is;

waar die werknemer nie verantwoordelikheid vir sodanige tekort aanvaar nie, mag die Raad op versoek van die werkgever of die werknemer, ondersoek na die saak instel en sodanige aanbeveling maak as wat hy mag goedvind;

(f) met die skriftelike toestemming van 'n werknemer, enige bedrag wat 'n werkgever aan enige munisipale raad of ander plaaslike owerheid betaal het vir die huur van enige huis of huisvesting in enige hostel wat deur sodanige werknemer geokkupeer word in enige lokasie of Bantoeoord wat onder die beneer van so 'n raad of ander plaaslike owerheid val;

(g) 'n bedrag vir Nywerheidsraadbydraes soos in klousule 19 bepaal;

(h) 'n bedrag vir etes soos ingevolge klousule 15 (1) voorgeskryf;

(i) 'n bedrag vir vakverenigingslegde geld ingevolge klousule 20 (3).

(10) Ondanks subklousule (9) (d) en (e) van hierdie klousule, mag die bedrag van sodanige aftrekkings, behalwe in die geval van diensbeëindiging, hoogstens een derde van die totale besoldiging van die werknemer uitmaak.

## 6. OPENBARE VAKANSIEDAE, VAKANSIEHALFDAE EN SONDAE

(1) In hierdie Ooreenkoms beteken die uitdrukking "openbare vakansiedag" 'n openbare vakansiedag bedoel in die Wet op Openbare Feesdae (Wet 5 van 1952).

(2) Alle openbare vakansiedae, Sondae en vakansiehalfdae, moet, behoudens klousule 8 van hierdie Ooreenkoms, as gewone werkdagperke gereken word: Met dien verstande dat as 'n werknemer as deel van sy diensvoorwaardes of op versoek of met die toestemming van die werkgever, nie op 'n openbare vakansiedag, 'n Sondag of 'n vakansiehalfdag werk nie, sy werkgever hom vir die week waarin sodanige dag of vakansiehalfdag val, minstens sy volle weekloon moet betaal.

(3) As 'n openbare vakansiedag, Sondag of vakansiehalfdag binne 'n werknemer se jaarlikse verlof val, moet dit, behoudens klousule 14 (2) (a), geag word deel te wees van die verloftydperk wat in klousule 14 (1) voorgeskryf word.

## 7. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgever moet aan sy werknemer wat regstreeks met die verkoop of hantering of bereiding van kossoorte gemoeid is minstens twee oorpakke of wasbare jasse per jaar verskaf en dit in goeie toestand hou, en indien die werkgever van die keiners en wyndelers vereis om spesiale baadjies te dra, moet so 'n werknemer ewe-eens van twee baadjies per jaar voorsien word. Enige ander soort klere wat deur 'n werknemer op aandrang van die werkgever gedra moet word of wat die werkgever regtens verplig is om aan sy werknemer te verskaf, moet kosteloos deur die werkgever verskaf word: Met dien verstande dat hierdie subklousule nie op 'n los werknemer by spesiale funksies van toepassing is nie, behalwe waar die werkgever van so 'n werknemer vereis om 'n besondere tipe uniform te dra wat verskil van die standaarddrag vir spesiale funksies, in welke geval die werkgever dié besondere tipe uniform kosteloos moet verskaf en dit die eiendom van die werkgever bly.

(2) Alle kledingstukke wat ingevolge hierdie subklousule verskaf word, bly die eiendom van die werkgever en die skoonmaak en/of was van sodanige kledingstukke wat verskaf word, moet op koste van die werkgever gedoen word: Met dien verstande dat hierdie subklousule nie van toepassing is nie op enige kledingstuk wat gedra word deur die werknemer wanneer hy diensvry is.

## 8. WERKURE

(1) *Werknemers, uitgesonderd werknemers by spesiale funksies.*—(a) In die geval van 'n arbeider, roosterbediener en drywer van 'n motorvoertuig mag die gewone werkure hoogstens 50 in enige week wees, en die gewone daaglikse werkure hoogstens—

(i) in die geval van 'n werknemer wat op ses dae in enige week werk—

tien uur op een dag in daardie week, nege uur per dag op drie dae in daardie week, agt uur op een dag in daardie week, en vyf uur op een dag in daardie week;

(ii) in die geval van 'n werknemer wat op vyf dae in enige week werk—

elf uur per dag op drie dae in daardie week, twaalf uur op een dag in daardie week, en vyf uur op een dag in daardie week;

(iii) in the case of an employee who works on four days in any week—

twelve and a half hours per day on each of the four days in that week.

(b) In the case of a clerical employee, the ordinary hours of work shall not exceed 45 in any week and the ordinary daily hours of work shall not exceed the following:

(i) In the case of an employee who works on six days in any week—

eight hours per day on five days in that week, and five hours on one day in that week;

(ii) in the case of an employee who works on five days in any week—

nine hours per day on five days in that week.

(c) In the case of a nightwatchman, the ordinary hours of work shall not exceed 12 hours per shift, to be worked on six days in each week.

(d) In the case of all other employees except casual and part-time employees the ordinary hours of work shall not exceed 46 in any week and the ordinary daily hours of work shall not exceed the following:

(i) In the case of an employee who works on six days in any week—

nine hours on one day in that week, eight hours per day on four days in that week, and five hours on one day in that week;

(ii) in the case of an employee who works on five days in any week—

eleven hours on one day in that week, 10 hours per day on three days in that week, and five hours on one day in that week;

(iii) in the case of an employee who works on four days in any week—

eleven and a half hours per day on each of the four days in that week.

(e) In the case of a casual employee, the ordinary hours of work shall not exceed nine hours on any day and such hours shall be worked on not more than three days in any week: Provided that where a public holiday falls within any week such an employee may be employed for not more than four days in that week;

(f) In the case of a part-time employee, the ordinary hours of work shall not exceed 24 in any week and the ordinary daily hours of work shall not exceed four on any day in the case of an employee who works on six days in any week, or in the case of an employee who works on five days in any week, the ordinary daily hours of work shall not exceed five hours per day on four days in that week and four hours on one day in that week.

(2) *Special function employees.*—(a) In the case of a labourer, griller and driver the weekly ordinary hours of work shall not exceed 50 hours where an employee works a four-, five- or six-day week and the ordinary daily hours of work shall not exceed the following:

(i) Nine hours per day in the case of an employee who works on six days in any week;

(ii) twelve hours per day in the case of an employee who works on five days in any week;

(iii) fourteen hours per day in the case of an employee who works on four days in any week.

(b) In the case of a clerical employee, the ordinary hours of work shall not exceed 45 in any week and the ordinary daily hours on one day in that week;

(i) In the case of an employee who works on six days in any week—

eight hours per day on five days in that week, and five hours on one day in that week;

(ii) in the case of an employee who works on five days in any week—

nine hours per day on five days in that week.

(c) In the case of a nightwatchman, the ordinary hours of work shall not exceed 12 hours per shift, to be worked on six days in each week.

(iii) in die geval van 'n werknemer wat op vier dae in enige week werk—

twalf en 'n half uur per dag op elk van die vier dae in daardie week.

(b) In die geval van 'n klerklike werknemer, mag die gewone werkure hoogstens 45 in enige week wees en die gewone daaglikse werkure hoogstens soos volg wees:

(i) In die geval van 'n werknemer wat op ses dae in enige week werk—

aght uur per dag op vyf dae in daardie week, en vyf uur op een dag in daardie week;

(ii) in die geval van 'n werknemer wat op vyf dae in enige week werk—

nege uur per dag op vyf dae in daardie week.

(c) In die geval van 'n nagwag mag die gewone werkure hoogstens 12 uur per skof wees wat op ses dae in elke week gewerk moet word.

(d) In die geval van alle ander werknemers, behalwe los en deeltydse werknemers, mag die gewone werkure hoogstens 46 in enige week wees en die gewone daaglikse werkure hoogstens—

(i) in die geval van 'n werknemer wat op ses dae in enige week werk—

nege uur op een dag in daardie week, agt uur per dag op vier dae in daardie week, en vyf uur op een dag in daardie week;

(ii) in die geval van 'n werknemer wat op vyf dae in enige week werk—

elf uur op een dag in daardie week, 10 uur per dag op drie dae in daardie week en vyf uur op een dag in daardie week;

(iii) in die geval van 'n werknemer wat op vier dae in enige week werk—

elf en 'n half uur per dag op elk van die vier dae in daardie week.

(e) In die geval van 'n los werknemer mag die gewone werkure hoogstens nege uur op enige dag wees en sodanige ure moet op hoogstens drie dae in enige week gewerk word: Met dien verstande dat, indien 'n openbare vakansiedag binne 'n bepaalde week val, sodanige werknemer vir hoogstens vier dae in daardie week in diens geneem mag word.

(f) In die geval van 'n deeltydse werknemer, mag die gewone werkure hoogstens 24 in enige week wees en die gewone daaglikse werkure hoogstens vier op enige dag in die geval van 'n werknemer wat op ses dae in enige week werk, of in die geval van 'n werknemer wat op vyf dae in enige week werk, mag die gewone daaglikse werkure hoogstens vyf uur per dag op vier dae in daardie week en vier uur op een dag in daardie week wees.

(2) *Werknemers by spesiale funksies.*—(a) In die geval van 'n arbeider, roosterbediener en drywer mag die gewone weeklikse werkure hoogstens 50 uur wees indien 'n werknemer vier, vyf of ses dae per week werk en die gewone daaglikse werkure hoogstens die volgende:

(i) Nege uur per dag in die geval van 'n werknemer wat op ses dae in enige week werk;

(ii) twalf uur per dag in die geval van 'n werknemer wat op vyf dae in enige week werk;

(iii) veertien uur per dag in die geval van 'n werknemer wat op vier dae in enige week werk.

(b) In die geval van 'n klerklike werknemer mag die gewone werkure hoogstens 45 in enige week wees en die gewone daaglikse werkure hoogstens die volgende:

(i) In die geval van 'n werknemer wat op ses dae in enige week werk—

aght uur per dag op vyf dae in daardie week, en vyf uur op een dag in daardie week;

(ii) in die geval van 'n werknemer wat op vyf dae in enige week werk—

nege uur per dag op vyf dae in daardie week.

(c) In die geval van 'n nagwag mag die gewone werkure hoogstens 12 uur per skof wees wat op ses dae in elke week gewerk moet word.

(d) In the case of all other employees except special function casual employees the ordinary hours of work shall not exceed 46 in any week and the ordinary daily hours of work shall not exceed the following:

- (i) Eight and a half hours in the case of an employee who works on six days in any week;
- (ii) eleven hours in the case of an employee who works on five days in any week;
- (iii) thirteen hours in the case of an employee who works on four days in any week.

(e) In the case of a special function casual employee, the ordinary hours of work shall not exceed 15 hours on any day and such hours shall not be worked on more than three days in any week: Provided that where a public holiday falls within any week such an employee may be employed for not more than four days in that week.

(3) All working days referred to in this clause other than that worked by a casual and special function casual employee shall be consecutive and an employer shall give his employee not less than 24 hours notice of his intention to change his working week and the employer shall be responsible for paying any overtime worked as result of such change. Notice of a change in the starting time of a shift shall be given by the employer not later than the end of the previous day's shift.

(4) *Savings.*—The provisions of subclauses (1) and (2) of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R300 per month.

(5) *Spreadover.*—The hours of work of a casual employee employed for less than six hours on any day, and a clerical employee except for the compulsory meal break provided for in subclause (6), shall be consecutive. The time worked by all other employees shall be completed and all obligatory meal breaks shall be included within a spreadover of—

(a) sixteen hours in the case of a casual employee and all employees who work a five- or six-day week; and

(b) eighteen hours in the case of a special function casual employee and employees who work a four-day week:

Provided that time worked by a part-time employee or on an employee's half-holiday by an employee who has not voluntarily agreed to work overtime, shall be completed within a spreadover of six hours.

(6) *Meal Breaks.*—(a) Employees other than nightwatchmen shall not be required or permitted to work on any day for longer than—

(i) five consecutive hours in the case of an employee whose normal daily hours do not exceed nine on any day; and

(ii) six consecutive hours in the case of an employee whose normal daily hours exceed nine hours on any day;

without being granted a meal interval of not less than 30 minutes and such interval shall not count as time worked: Provided that such interval shall not exceed one hour.

(b) Any other interval granted by the employer which is of less than 30 minutes duration shall be deemed to be time worked unless the employer during such interval provides his employee with a meal and his employee is off duty while eating such meal.

(7) *Hours of work not to be changed to detriment of employees.*—An employer shall not change the conditions of employment to the detriment of an employee by increasing the ordinary hours of work, or by reducing the period of his rest intervals, if at the time this Agreement comes into operation, or at any time thereafter, the employee is enjoying conditions of employment in respect of the aforesaid matters more favourable to him than the conditions prescribed in clause 8 of this Agreement, as long as the employee continues to work for the same employer: Provided that the ordinary hours of work may be increased where an employer introduces a five-day or four-day work week in his establishment, in which case the employer shall be free to utilise the maximum ordinary hours of work prescribed in clause 8 for the particular employee or for the employees affected.

For the purpose of this subclause, the expression "rest interval" means a short rest interval granted to an employee during his daily work period/s other than the meal interval referred to in subclause (6) of this clause, and such interval shall be deemed to be part of the ordinary hours of work of the employee concerned.

(8) *Compulsory days off.*—Notwithstanding anything contained in this Agreement, no employee shall be required or permitted to work more than on 13 days in any cycle of 14 consecutive days.

(d) In die geval van alle ander werknemers, behalwe los werknemers by spesiale funksies, mag die gewone werkure hoogstens 46 in enige week wees en die gewone daaglikse werkure hoogstens—

(i) agt en 'n half uur in die geval van 'n werknemer wat op ses dae in enige week werk;

(ii) elf uur in die geval van 'n werknemer wat op vyf dae in enige week werk;

(iii) dertien uur in die geval van 'n werknemer wat op vier dae in enige week werk.

(e) In die geval van 'n los werknemer by spesiale funksies mag die gewone werkure hoogstens 15 uur op 'n bepaalde dag wees en sodanige ure mag op hoogstens drie dae in 'n bepaalde week gewerk word: Met dien verstande dat indien 'n openbare vakansiedag binne 'n bepaalde week val, sodanige werknemer vir hoogstens vier dae in daardie week in diens geneem mag word.

(3) Alle werkdae in hierdie klousule bedoel, behalwe dié wat deur 'n los werknemer en 'n los werknemer by spesiale funksies gewerk word, moet agtereenvolgend wees en 'n werkgewer moet sy werknemer minstens 24 uur kennis gee van sy voorneme om sy werkweek te verander, en die werkgewer is daarvoor verantwoordelik dat daar betaal word vir enige oortyd wat as gevolg van sodanige verandering gewerk word. Kennis van 'n verandering in die aanvangtyd van 'n skof moet vóór of aan die einde van die vorige dag se skof deur die werkgewer gegee word.

(4) *Voorbehoud.*—Subklousules (1) en (2) van hierdie klousule is nie op 'n werknemer van toepassing nie indien en solank sodanige werknemer gereeld 'n loon van minstens R300 per maand ontvang.

(5) *Werkdagindeling.*—Die werkure van 'n los werknemer wat minder as ses uur op 'n dag diens verrig en van 'n klerklike werknemer moet, met uitsondering van die verpligte etenspouse waarvoor in subklousule (6) voorsiening gemaak word, agtereenvolgend wees. Die tyd deur alle ander werknemers gewerk, moet voltooi word en alle verpligte etenspouses moet ingesluit word binne 'n werkdagindeling van—

(a) sestien uur in die geval van 'n los werknemer en alle werknemers wat vyf of ses dae per week werk; en

(b) agtien uur in die geval van 'n los werknemer by spesiale funksies en werknemers wat vier dae per week werk:

Met dien verstande dat tyd wat gewerk word deur 'n deeltydse werknemer of op 'n werknemer se vakansiehelfdag deur 'n werknemer wat nie vrywillig ingestem het om oortyd te werk nie, binne 'n werkdagindeling van ses uur voltooi moet word.

(6) *Etenspouses.*—(a) Werknemers, uitgesonderd nagwagte, mag nie verplig of toegelaat word om op enige dag langer te werk nie as—

(i) vyf agtereenvolgende ure in die geval van 'n werknemer wie se normale daaglikse ure hoogstens nege op enige dag is; en

(ii) ses agtereenvolgende ure in die geval van 'n werknemer wie se normale daaglikse ure meer as nege op enige dag is;

sonder om 'n etenspouse van minstens 30 minute toegestaan te word, en sodanige pouse mag nie gereken word as tyd gewerk nie: Met dien verstande dat sodanige pouse hoogstens een uur mag duur.

(b) Enige ander pouse van minder as 30 minute wat deur die werkgewer toegestaan word, moet gereken word as tyd gewerk, tensy die werkgewer gedurende sodanige pouse sy werknemer van 'n ete voorsien en sy werknemer diensvry is terwyl hy sodanige ete nuttig.

(7) *Diensvoorwaardes insake werkure mag nie tot nadeel van die werknemer verander word nie.*—'n Werkgewer mag die diensvoorwaardes nie tot nadeel van 'n werknemer verander deur die gewone werkure te vermeerder of deur die duur van sy ruspouses te verkort nie indien die werknemer op die tydstip wanneer hierdie Ooreenkoms van krag word of te eniger tyd daarna diensvoorwaardes geniet ten opsigte van voornoemde sake wat gunstiger vir hom is as die voorwaardes wat in klousule 8 van hierdie Ooreenkoms voorgeskrif word, solank die werknemer in die diens van dieselfde werkgewer bly: Met dien verstande dat die gewone werkure vermeerder mag word wanneer 'n werkgewer 'n werkweek van vyf dae of vier dae in sy bedryfsinrigting invoer, en in so 'n geval staan dit die werkgewer vry om die maksimum gewone werkure toe te pas wat in klousule 8 voorgeskrif word vir die besondere werknemer of vir die werknemers wat daardeur geraak word.

Vir die toepassing van hierdie subklousule beteken die uitdrukking "ruspouse" 'n kort ruspouse wat aan 'n werknemer gedurende sy daaglikse werktidperk(e) toegestaan word, uitgesonderd die etenspouse in subklousule (6) van hierdie klousule bedoel, en sodanige pouse moet geag word deel van die gewone werkure van die betrokke werknemer te wees.

(8) *Verpligte diensvrye dae.*—Ondanks andersluidende bepalinge in hierdie Ooreenkoms mag daar van geen werknemer vereis of hy toegelaat word om op meer as 13 dae in enige siklus van 14 agtereenvolgende dae te werk nie.

### 9. OVERTIME AND OVERTIME PAY

(1) An employer shall pay an employee, other than a watchman, a casual employee and a special function casual employee, who works overtime at the following rates:

(a) Where such overtime is worked on days other than the employee's day off—

(i) one and a half times the normal rate of wage in respect of the first 15 hours worked in any one week; and

(ii) double the normal rate of wage in respect of any overtime in excess of 15 hours worked in any one week; and

(b) where such overtime is worked on the employee's day off—

(i) in the case of an employee who works on one or two of his days off due to him in any week, such employee shall be paid at the rate of double his normal hourly rate for every hour worked on such day or days;

(ii) in the case of an employee who works on three of his days off due to him in any week, such employee shall be paid at the rate of double his normal hourly rate for every hour worked on the first and second of such days and treble in respect of that worked on the third of such days:

Provided that if an employee works less than five hours on his day off, he shall be paid for not less than five hours and part of an hour shall be deemed to be an hour.

(2) An employer shall pay a watchman who works on his day off (that is on the 7th day in any week) in addition to the weekly wage prescribed for such employee in this Agreement, not less than double his daily wage in respect of such day worked, and any other overtime shall be paid for according to the rates prescribed in subclause (1) (a) of this clause.

(3) An employer shall pay a casual and a special function casual employee who works overtime at one and a half times the normal rate of wage of such employee.

(4) An employer shall be entitled to require an employee, other than a part-time employee, to work overtime on any day except on that employee's day off or his half-holiday, and such overtime shall not exceed the following:

(a) Three hours per day and six hours per week in the case of a griller, labourer and a driver;

(b) one hour per day and two hours per week in the case of a clerical employee;

(c) two hours per day and four hours per week in the case of casual and special function casual employees;

(d) two hours per day and four hours per week in the case of all other employees.

(5) Save as provided in subclause (4), a maximum of 24 hours overtime per week additional to that provided for in the said subclause may be worked strictly subject to the voluntary consent of the employee concerned and no employee shall be penalised in any way whatsoever for refusing to work overtime in excess of that specified in subclause (4) or on his day off or on his half-holiday.

(6) *Savings.*—The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R300 per month.

### 10. SPECIAL FUNCTION CASUAL EMPLOYEES

(1) *Travelling to place of work.*—A special function casual employee shall be deemed to have commenced work from the time he is required to present himself for work, and so does, at a place designated by the employer and such place shall be within the boundary of the town in which the employer's establishment is situated: Provided that if the employee's residence is situated enroute to the place of work such designated place shall be within the boundary of the employee's town of residence.

(2) *Travelling from place of work.*—A special function casual employee who is required to perform his work at a place outside the boundary of the town in which the employer's establishment is situated, shall be deemed to be still working during the time spent by such employee travelling to his place of residence, until he returns to the designated place referred to in subclause (1) of this clause: Provided that—

(a) in the event of the employee leaving his place of work at or before 8 p.m., the employer shall not be required to pay for the first two hours of the time spent travelling to such designated place;

### 9. OORTYD EN BESOLDIGING VIR OORTYD

(1) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n wag, 'n los werknemer en 'n los werknemer by spesiale funksies, wat oortyd werk, teen die volgende tariewe besoldig:

(a) Waar sodanige oortyd op ander dae as die werknemer se diensvrye dag gewerk word—

(i) een en 'n half maal die gewone loon vir die eerste 15 uur in enige bepaalde week gewerk; en

(ii) twee maal die gewone loon vir enige oortyd van meer as 15 uur in enige bepaalde week gewerk; en

(b) waar sodanige oortyd op die werknemer se diensvrye dag gewerk word—

(i) in die geval van 'n werknemer wat werk op een of twee van sy diensvrye dae wat aan hom in enige bepaalde week verskuldig is, moet sodanige werknemer besoldig word teen dubbel sy gewone uurloon vir elke uur op sodanige dag of dae gewerk;

(ii) in die geval van 'n werknemer wat werk op drie van sy diensvrye dae wat aan hom in enige bepaalde week verskuldig is, moet sodanige werknemer besoldig word teen dubbel sy gewone uurloon vir elke uur op die eerste en tweede van sodanige dae gewerk en teen drie maal sy gewone uurloon vir elke uur op die derde van sodanige dae gewerk:

Met dien verstande dat as 'n werknemer minder as vyf uur op sy diensvrye dag werk, hy vir minstens vyf uur besoldig moet word en 'n deel van 'n uur as 'n uur gereken moet word.

(2) 'n Werkgewer moet aan 'n nagwag wat op sy diensvrye dag (d.w.s. op die 7de dag in enige week) werk, benewens die weekloon wat vir sodanige werknemer in hierdie Ooreenkomis voorgeskryf word, minstens dubbel sy dagloon betaal vir sodanige dag gewerk, en vir enige ander oortyd moet hy besoldig word volgens die tariewe wat in subklousule (1) (a) van hierdie klousule voorgeskryf word.

(3) 'n Werkgewer moet 'n los werknemer of 'n los werknemer by spesiale funksies wat oortyd werk, besoldig teen een en 'n half maal die gewone loon van sodanige werknemer.

(4) 'n Werkgewer mag van 'n werknemer, uitgesonderd 'n deeltydse werknemer, vereis om oortyd op enige dag te werk, uitgesonderd op daardie werknemer se diensvrye dag of sy vakansiehalfdag en sodanige oortyd mag hoogstens die volgende wees:

(a) Drie uur per dag en ses uur per week in die geval van 'n roosterbediener, arbeider en 'n drywer;

(b) een uur per dag en twee uur per week in die geval van 'n klerklike werknemer;

(c) twee uur per dag en vier uur per week in die geval van 'n los werknemer en 'n los werknemer by spesiale funksies;

(d) twee uur per dag en vier uur per week in die geval van alle ander werknemers.

(5) Behoudens subklousule (4), kan 'n maksimum van 24 uur oortyd per week bo en behalwe die oortyd waarvoor in genoemde subklousule voorsiening gemaak word, gewerk word, maar hierdie bepaling vereis die uitdruklike vrywillige toestemming van die betrokke werknemer, en geen werknemer mag op enige wyse hoegenaamd gepenaliseer word nie indien hy weier om meer oortydure te werk as dié wat in subklousule (4) gespesifiseer word of dan op sy diensvrye dag of op sy vakansiehalfdag oortyd te werk nie.

(6) *Voorbehoud.*—Hierdie klousule is nie van toepassing op 'n werknemer indien en solank sodanige werknemer gereeld 'n loon van minstens R300 per maand ontvang nie.

### 10. LOS WERKNEMERS BY SPESIALE FUNKSIES

(1) *Na werkplek toe reis.*—Daar word geag dat 'n los werknemer by spesiale funksies met sy werk begin het vanaf die tyd wanneer hy hom vir werk moet aanmeld, en dit ook doen, op 'n plek deur die werkgewer aangewys wat binne die grense moet wees van die dorp waarin die werkgewer se bedryfsinrigting geleë is: Met dien verstande dat as die werknemer se woonplek geleë is op die pad na die werkplek, sodanige aangewese plek binne die grense moet wees van die dorpsgebied waarin die werknemer woon.

(2) *Van werkplek af reis.*—Daar word geag dat 'n los werknemer by spesiale funksies van wie vereis word om te werk by 'n plek buite die grense van die dorp waarin die werkgewer se bedryfsinrigting geleë is, nog steeds werk gedurende die tyd wat deur sodanige werknemer in beslag geneem word om na sy woonplek te reis, totdat hy terug is by die aangewese plek in subklousule (1) van hierdie klousule bedoel: Met dien verstande dat—

(a) ingeval die werknemer sy werkplek om 8 nm. of vóór 8 nm. verlaat, die werkgewer nie verplig is om te betaal vir die eerste twee uur van die tyd wat deur die werknemer in beslag geneem word om na sodanige aangewese plek te reis nie;

(b) in the event of the employee leaving his place of work after 8 p.m., such employee shall be deemed to be working during the time spent by him travelling to his place of residence until he reaches his residence, except that the employer shall not be required to pay for the first two hours of the time spent travelling to his place of residence.

(3) *Payment for cancelled shifts.*—An employer who fails to give a special function casual employee not less than 48 hours' notice of the cancellation of any arrangement to work at a function shall pay such employee an amount as though such employee had worked not less than five hours at the function concerned: Provided that where a function is cancelled due to an act of God, the employer shall be entitled to cancel his arrangement with the special function casual employee by giving not less than 24 hours' notice, failing which the employee shall be entitled to five hours' pay as aforesaid.

(4) *Discipline of special function casual employees.*—(a) A special function casual employee shall give his employer not less than 48 hours notice of the cancellation of any arrangement to work at a function: Provided that such employee shall be entitled to give his employer 24 hours notice of such cancellation in the event of being prevented by an act of God from fulfilling such arrangement or may produce a medical certificate stating that he was prevented from working at the particular function as a result of his being incapacitated.

(b) An employee who has not given the notice or produced the medical certificate referred to in paragraph (a) shall pay the employer in lieu of such notice an amount equal to five hours' pay or an employer may appropriate to himself from any moneys which he owes to such employee by virtue of any provisions of this Agreement an amount of not more than that which such employee would have had to pay him in lieu of notice.

## 11. RATIO

(1) An employer shall not employ a Group 1 unqualified or a Group 1 semi-qualified employee unless he has in his employ a Group 1 qualified employee, and for each Group 1 qualified employee employed by him he shall not employ more than one Group 1 unqualified and one Group 1 semi-qualified employee.

(2) The provisions of subclause (1) shall *mutatis mutandis* apply in respect of waiters, Group 2, Group 3, Group 4 and Group 5 employees: Provided that the employment of a qualified female employee in any of the said classes shall not entitle an employer to employ an unqualified and semi-qualified male employee of the same class.

(3) For the purposes of this clause—

(a) an employer or a manager who is wholly or mainly engaged in performing the work of any particular class of employee as in this Agreement defined may be deemed to be a qualified employee in such class: Provided that—

(i) an employer or manager shall not be so deemed in respect of more than one establishment nor shall he be so deemed in respect of more than one such class, at any one time;

(ii) an employer or manager who takes advantage of this subclause shall notify the Secretary of the Council of this fact by entering his name on each successive monthly return of his employees and stating the class of work in which he was wholly or mainly engaged and in respect of which he deemed himself to be a qualified employee, during the month to which the said monthly return refers. Where an employer or manager so deems himself to be a qualified employee for less than a full month or in respect of more than one class of work during any one month, he shall, in addition to the above, state the period or periods during which he so deemed himself in respect of each particular class;

(iii) an employer and a manager who are wholly or mainly engaged at a function in performing the work of a function supervisor or staff supervisor, may each be deemed to be either a function supervisor or staff supervisor, as the case may be, at such function; and the provisions of proviso (ii) of this paragraph shall *mutatis mutandis* apply to an employer who takes advantage of this provision;

(b) classes of employees referred to in Group 1 to 5, inclusive, shall be interchangeable with one another within each such group;

(c) an unqualified employee who is receiving a wage of not less than that prescribed for a qualified or semi-qualified employee of his particular class may be deemed to be a

(b) ingeval die werknemer sy werkplek ná 8 nm. verlaat, daar geag word dat sodanige werknemer nog werk gedurende die tyd deur hom in beslag geneem om na sy woonplek te reis totdat hy sy woonplek bereik, behalwe dat die werkgewer nie verplig is om te betaal vir die eerste twee uur van die tyd wat deur die werknemer in beslag geneem word om na sy woonplek te reis nie.

(3) *Besoldiging vir gekanselleerde skofte.*—'n Werkgewer wat versuim om 'n los werknemer by spesiale funksies minstens 48 uur kennis te gee van die kansellering van enige reëling om by 'n funksie te werk, moet aan sodanige werknemer 'n bedrag betaal asof sodanige werknemer minstens vyf uur by die betrokke funksie gewerk het: Met dien verstande dat waar 'n funksie gekanselleer word weens enige natuurkrag, die werkgewer die reg het om sy reëling met die los werknemer by spesiale funksies te kanselleer deur minstens 24 uur kennis daarvan te gee, maar as die werkgewer versuim om dit te doen, is die werknemer geregtig op vyf uur se besoldiging, soos voormeld.

(4) *Dissiplinerings van los werknemers by spesiale funksies.*—(a) 'n Los werknemer by spesiale funksies moet sy werkgewer minstens 48 uur kennis gee van die kansellering van enige reëling om by 'n funksie te werk: Met dien verstande dat sodanige werknemer die reg het om die werkgewer 24 uur kennis van sodanige kansellering te gee ingeval hy deur 'n natuurkrag verhinder was om sodanige reëling na te kom of 'n doktersertifikaat kan voorlê waarin verklaar word dat hy as gevolg van ongesteldheid verhinder was om by die besondere funksie te werk.

(b) 'n Werknemer wat nie die in paragraaf (a) bedoelde kennis gegee of doktersertifikaat voorgelê het nie, moet die werkgewer in plaas van sodanige kennisgewing 'n bedrag betaal wat gelyk is aan vyf uur se besoldiging, of 'n werkgewer kan vir homself uit enige geld wat hy sodanige werknemer uit hoofde van enige van die bepalings van hierdie Ooreenkoms skuld 'n bedrag toeien wat gelyk is aan hoogstens die bedrag wat sodanige werknemer hom in plaas van kennisgewing sou moes betaal het.

## 11. GETALSVIRHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalifiseerde groep 1- of halfgekwalifiseerde groep 1-werknemer in diens neem nie tensy hy 'n gekwalifiseerde groep 1-werknemer in sy diens het, en vir elke gekwalifiseerde groep 1-werknemer by hom in diens, mag hy hoogstens een ongekwalifiseerde groep 1- en een halfgekwalifiseerde groep 1-werknemer in diens neem.

(2) Subklousule (1) is *mutatis mutandis* van toepassing op kelners, groep 2-, groep 3-, groep 4- en groep 5-werknemers: Met dien verstande dat die indiensneming van 'n gekwalifiseerde vroulike werknemer in engeen van genoemde klasse 'n werkgewer nie die reg gee om 'n ongekwalifiseerde en halfgekwalifiseerde manlike werknemer van dieselfde klas in diens te neem nie.

(3) Vir die toepassing van hierdie klousule—

(a) kan 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk verrig van enige besondere klas werknemer soos in hierdie Ooreenkoms omskryf, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees: Met dien verstande dat—

(i) 'n werkgewer of bestuurder nie op een en dieselfde tyd-stip aldus ten opsigte van meer as een bedryfsinrigting geag mag word nie en ook nie ten opsigte van meer as een sodanige klas nie;

(ii) 'n werknemer of bestuurder wat hierdie subklousule te baat neem, die Sekretaris van die Raad van hierdie feit moet verwittig deur sy naam op elke agtereenvolgende maandstaat aangaande sy werknemers in te skryf en die klas werk te noem waarin hy uitsluitlik of hoofsaaklik werksaam was en ten opsigte waarvan hy homself gedurende die maand waarop genoemde maandstaat betrekking het, as 'n gekwalifiseerde werknemer beskou het. Wanneer 'n werkgewer of bestuurder homself aldus as 'n gekwalifiseerde werknemer beskou vir minder as 'n volle maand of ten opsigte van meer as een klas werk gedurende enige bepaalde maand, moet hy, benevens bovermelde, die tydperk of tydperke vermeld waarin hy homself aldus ten opsigte van elke besondere klas beskou het;

(iii) 'n werkgewer en 'n bestuurder wat by 'n funksie uitsluitlik of hoofsaaklik die werk van 'n funksietoetsighouer of personeeltoetsighouer verrig, elk of as 'n funksietoetsighouer of as personeeltoetsighouer, na gelang van die geval, by sodanige funksie geag kan word; en voorbehoud (ii) van hierdie paragraaf is *mutatis mutandis* van toepassing op 'n werkgewer wat hierdie bepaling te baat neem;

(b) klasse werknemers in groep 1 tot en met groep 5 bedoel, is binne elke sodanige groep met mekaar omruilbaar;

(c) 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens dié wat vir 'n gekwalifiseerde of halfgekwalifiseerde werknemer van sy besondere klas voorgeskryf is, kan as 'n

qualified or semi-qualified employee as the case may be, in that class; and a semi-qualified employee who is receiving a wage of not less than that prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class;

(d) a waiter employed at a special function who is receiving a wage of not less than that prescribed for a function supervisor or staff supervisor may be deemed to be a function supervisor or staff supervisor, as the case may be, at such function;

(e) a female employee who is receiving a wage of not less than that prescribed for a qualified or semi-qualified male employee of the same class as the class of work the female employee is performing may be deemed to be a qualified or semi-qualified male employee, as the case may be;

(f) the ratio of employees of each establishment shall apply separately;

(g) nothing herein shall be construed so as to permit of the employment of both an unqualified female employee and an unqualified male employee for the same qualified employee.

(4) Notwithstanding anything to the contrary in this clause, the provisions of subclauses (1) and (2) shall not apply in respect of the employment of scholars or university students who are employed as unqualified or semi-qualified employees during the periods 12 December to 1 January (inclusive) and from the day preceding the opening of the Witwatersrand Agricultural Society's show up to and including the day succeeding the closing thereof.

## 12. TERMINATION OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee and a special function casual employee, who desires to terminate the contract of employment shall give not less than one work day's notice during the first eight weeks of employment and thereafter—

(a) in the case of a weekly employee, not less than one week's notice;

(b) in the case of a monthly employee, not less than two week's notice;

of termination of employment, or an employer and an employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of one work day's notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination;

(iii) in the case of two weeks' notice, double the weekly wage which the employee is receiving at the time of such termination;

Provided that—

(i) this shall not affect—

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

(bb) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(cc) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

(ii) payment in lieu of notice shall not be permitted during an employee's absence—

(aa) on leave in terms of clause 14;

(bb) on sick leave in terms of clause 13; or

(cc) undergoing military training;

(iii) where an employee, had he been given notice of termination of employment instead of being paid in lieu of notice, would have become entitled during such period of notice to an increment in terms of clause 4, his employer shall pay him in addition to all other amounts due to him, the amount which would have accrued to him in respect of such increment or leave had he not been given such notice.

(2) The period of notice prescribed in subclause (1) shall not run concurrently with, nor shall notice be given during—

(a) an employee's absence on leave granted in terms of clause 14;

(b) any period of military training;

(c) an employee's absence on sick leave granted in terms of clause 13.

gekwalfiseerde of halfgekwalfiseerde werknemer, na gelang van die geval, in daardie klas geag word; en 'n halfgekwalfiseerde werknemer wat 'n loon ontvang van minstens dié wat vir 'n gekwalfiseerde werknemer van sy klas voorgeskryf is, kan as 'n gekwalfiseerde werknemer in daardie klas geag word;

(d) 'n kelder in diens by 'n spesiale funksie wat 'n loon ontvang van minstens dié wat vir 'n funksietoetsighouer of personeeltoetsighouer voorgeskryf is, kan as 'n funksietoetsighouer of personeeltoetsighouer, na gelang van die geval, by sodanige funksie geag word;

(e) 'n vroulike werknemer wat 'n loon ontvang van minstens dié wat voorgeskryf is vir 'n gekwalfiseerde of halfgekwalfiseerde manlike werknemer van dieselfde klas as die klas werk wat die vroulike werknemer verrig, kan as 'n gekwalfiseerde of halfgekwalfiseerde manlike werknemer, na gelang van die geval, geag word;

(f) die getalsverhouding van werknemers van elke bedryfs-irigting is afsonderlik van toepassing;

(g) niks hierin vervat, moet so uitgele word dat dit die indiensneming toelaat van sowel 'n ongekwalifiseerde vroulike werknemer as 'n ongekwalifiseerde manlike werknemer vir dieselfde gekwalifiseerde werknemer nie.

(4) Ondanks andersluidende bepalings in hierdie klousule, is subklousules (1) en (2) nie van toepassing nie ten opsigte van die indiensneming van skoliere of universiteitstudente wat as ongekwalifiseerde of halfgekwalfiseerde werknemers in diens geneem word gedurende die tydperke 12 Desember tot en met 1 Januarie en vanaf die dag wat die opening van die skou van die Witwatersrandse Landbouvereniging voorafgaan tot en met die dag wat op die afsluiting van die skou volg.

## 12. DIENSBEÏNDIGING

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer en 'n los werknemer by spesiale funksies, wat die dienskontrak wil beëindig, moet gedurende die eerste agt weke diens minstens een werkdag kennis van diensbeëindiging gee en daarna—

(a) in die geval van 'n weeklikse werknemer, minstens een week kennis;

(b) in die geval van 'n maandelikse werknemer, minstens twee weke kennis;

of 'n werkgewer en 'n werknemer kan die kontrak beëindig deur die werknemer of die werkgewer, na gelang van die geval in plaas van sodanige kennisgewing, 'n bedrag te betaal van—

(i) in die geval van een werkdag kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(ii) in die geval van 'n week kennisgewing minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(iii) in die geval van twee weke kennisgewing, minstens twee maal die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

(i) (aa) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing te beëindig om enige rede wat regrens as voldoende erken word;

(bb) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en wat langer is as dié in hierdie klousule voorgeskryf;

(cc) die werking van enige verbeuring of boetes wat regrens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie;

(ii) betaling in plaas van kennisgewing nie toegelaat word nie gedurende 'n werknemer se afwesigheid—

(aa) met verlof ingevolge klousule 14;

(bb) met siekteverlof ingevolge klousule 13; of

(cc) vir militêre opleiding;

(iii) waar 'n werknemer, as hy kennis van diensbeëindiging gegee is in plaas van vir die kennisgewingstermyn besoldig te word, gedurende sodanige kennisgewingstermyn geregtig sou geword het op 'n verhoging ingevolge klousule 4, sy werkgewer hom, benewens alle ander bedrae aan hom verskuldig, die bedrag moet betaal wat hom sou toegeval het ten opsigte van sodanige verhoging of verlof as hy nie aldus kennis gegee was.

(2) Die kennisgewingstermyn in subklousule (1) voorgeskryf, mag nie saamval nie met, en kennis mag ook nie gegee word nie gedurende—

(a) 'n werknemer se afwesigheid met verlof ingevolge klousule 14;

(b) enige tydperk van militêre opleiding;

(c) 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 13.

(3) Where there is an agreement in terms of the first proviso to subclause (1), the payment in lieu of notice shall be commensurate with the period of notice agreed upon.

(4) The notice prescribed in subclause (1) hereof shall be in writing, except in the case of an employee who is unable to read and write.

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

### 13. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to each employee, other than a casual employee and a special function casual employee, who is absent from work through incapacity—

(a) in the case of an employee who works a four day week, not less than 24 work days;

(b) in the case of an employee who works a five day week, not less than 30 work days; and

(c) in the case of every other employee, not less than 36 work days;

sick leave in the aggregate during each cycle of 36 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—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee referred to in subclause (a) above, one work day in respect of each completed period of six weeks of employment, in the case of an employee referred to in subclause (b) above, one work day in respect of each completed period of five weeks of employment, and one work day in respect of each completed month of employment in the case of an employee referred to in subclause (c) above;

(ii) this clause shall not apply to an employee at whose written request an employer agrees to make and makes contributions at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than in the aggregate the equivalent of his wages for 24, 30 or 36 work days, as the case may be, in each cycle of 36 months of employment;

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

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

(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 for a period covering more than two consecutive work days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that—

(i) when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work;

(ii) where an employee in an establishment which normally closes on a public holiday absents himself on the work day before and the work day after a public holiday, the employer may require him to produce a medical certificate in respect of such absence from work;

(iii) where an employee in an establishment which is normally open on a public holiday absents himself from work on the day preceding such public holiday and on that public

(3) Waar daar 'n ooreenkoms ingevolge die eerste voorbehoud van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingtermyn waarvoor ooreengekom is.

(4) Die kennisgewing in subklousule (1) hiervan voorgeskryf, moet skriftelik wees, behalwe in die geval van 'n werknemer wat nie kan lees of skryf nie.

(5) Waar 'n werknemer sy diens beëindig deur sy diens te verlaat sonder dat hy die vereiste kennis gegee en die kennisgewingtermyn uitgedien het, of sonder dat hy sy werkgever in plaas van kennisgewing betaal het, mag sy werkgever, ondanks andersluidende bepalinge in hierdie Ooreenkoms, uit enige geld wat hy aan sodanige werknemer op grond van enige bepaling van hierdie Ooreenkoms skuld, aan homself 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

### 13. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgever aan elke werknemer, uitgesonderd 'n los werknemer en 'n los werknemer by spesiale funksies, wat weens ongeskiktheid van die werk afwesig is, siekteverlof verleen van—

(a) in die geval van 'n werknemer wat 'n vierdagwerkweek werk, altesaam minstens 24 werkdae;

(b) in die geval van 'n werknemer wat 'n vyfdagwerkweek werk, altesaam minstens 30 werkdae; en

(c) in die geval van enige ander werknemer, altesaam minstens 36 werkdae;

gedurende elke tydkring van 36 agtereenvolgende maande diens by hom, en moet hy sodanige werknemer vir enige tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie geregtig is nie op siekteverlof met volle besoldiging teen meer as, in die geval van 'n werknemer in subklousule

(a) hierbo bedoel, een werkdag vir elke voltooide tydperk van ses weke diens, in die geval van 'n werknemer in subklousule

(b) hierbo bedoel, een werkdag vir elke voltooide tydperk van vyf weke diens, en in die geval van 'n werknemer in subklousule (c) hierbo bedoel, een werkdag vir elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever instem om bydraes te maak, en dit ook doen, wat minstens gelyk is aan dié deur die werknemer gedoen, tot enige fonds of organisasie deur die werknemer benoem, wat aan die werknemer in geval van sy ongeskiktheid in die omstandighede in hierdie klousule uiteengesit, die betaling waarborg van altesaam minstens die ekwivalent van sy loon vir 24, 30 of 36 werkdae, na gelang van die geval, in elke tydkring van 36 maande diens;

(iii) waar 'n werkgever by enige wet verplig word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en sodanige gelde ten opsigte van enige ongeskiktheid betaal, die bedrag wat aldus betaal is, afgetrek kan word van die besoldiging wat ingevolge hierdie klousule ten opsigte van afwesigheid weens ongeskiktheid verskuldig is;

(iv) indien 'n werkgever ten opsigte van enige tydperk van ongeskiktheid wat deur hierdie klousule gedek word, by enige ander wet verplig word om aan 'n werknemer sy volle loon te betaal, hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag ingevolge hierdie klousule deur 'n werknemer geëis vir enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende werkdae, van die werknemer vereis om 'n sertifikaat aan hom voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en waarin die aard en duur van die werknemer se ongesteldheid vermeld word:

Met dien verstande dat—

(i) indien 'n werknemer gedurende enige tydperk van hoogstens agt weke besoldiging ingevolge hierdie klousule by twee of meer geleenthede ontvang het sonder om so 'n sertifikaat in te dien, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die jongste sodanige geleentheid volg, van hom kan vereis om so 'n sertifikaat vir enige afwesigheid van werk in te dien;

(ii) waar 'n werknemer in 'n bedryfsinrigting wat gewoonlik op 'n openbare vakansiedag sluit, van die werk af wegbly op die werkdag vóór en die werkdag ná 'n openbare vakansiedag, die werkgever van hom kan vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid van werk in te dien;

(iii) waar 'n werknemer in 'n bedryfsinrigting wat gewoonlik op 'n openbare vakansiedag oop is, van die werk af afbly op die dag vóór sodanige openbare vakansiedag en op daardie

holiday, or on such public holiday and the day succeeding such holiday, the employer may require the employee to produce a medical certificate in respect of such absence from work.

(3) For the purpose of this clause, the expression—

(a) "employment" shall be deemed to include—

(i) any period during which an employee is absent—

(aa) on leave in terms of clause 14;

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

(cc) on sick leave in terms of subclause (1);

(dd) with the consent or condonation of his employer;

(ee) for any reason not being in breach of the contract of employment;

amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent undergoing military training: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training;

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

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

#### 14. ANNUAL LEAVE

(1) Subject to the provisions of clause 6 (3) and subclause (2) of this clause, an employer shall grant to each of his employees, other than a casual employee or a special function casual employee, in respect of each completed period of 12 months of employment with him—

(a) in the case of an employee in an establishment which neither trades nor works on public holidays, Sundays and after 2 p.m. on Saturdays, 21 consecutive days' leave;

(b) in the case of every other employee (including a watchman), 28 consecutive days' leave;

and shall pay to such employee in respect of such leave—

(i) in the case of an employee referred to in paragraph (a), an amount of not less than three times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced;

(ii) in the case of an employee referred to in paragraph (b), an amount of not less than four times the weekly wage which the employee was receiving immediately prior to the date on which the leave commenced.

(2) The leave prescribed in subclause (1) hereof shall be granted on a date to be fixed by the employer: Provided that—

(a) such leave shall be granted so as not to commence on a day concurrent with an employee's day off duty;

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

(c) the period of leave shall not be concurrent with sick leave granted in terms of clause 13, nor, unless the employee so requests in writing and the employer agrees thereto, with any period of military training;

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

(e) when an employer requires his employee to take or consents to his employee taking his annual leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 4, shall pay such employee in respect of such leave

openbare vakansiedag, of op sodanige openbare vakansiedag en die dag wat op sodanige vakansiedag volg, die werkgewer van die werknemer kan vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid van werk in te dien.

(3) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag te omvat—

(i) enige tydperk waarin 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 14;

(bb) op las of op versoek van sy werkgewer;

(cc) met siekteverlof ingevolge subklousule (1);

(dd) met die toestemming of goedkeuring van sy werkgewer;

(ee) om enige rede wat nie 'n dienskontrakbreuk beteken nie; wat in enige jaar altesaam hoogstens 10 weke beloop, en

(ii) enige tydperk waarin 'n werknemer afwesig is vir militêre opleiding: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van sodanige opleidings-tydperk as diens te eis nie;

en word enige tydperk van diens wat 'n werknemer by dieselfde werkgewer gehad het, onmiddellik vóór die datum van inwerkingtreding van hierdie Ooreenkoms, vir die toepassing van hierdie klousule geag diens ingevolge hierdie Ooreenkoms te wees, en word alle siekteverlof met volle besoldiging wat aan sodanige werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie Ooreenkoms toegestaan te wees;

(b) en beteken "ongeskiktheid" onvermoë om te werk weens enige siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid geag moet word gedurende 'n tydperk ten opsigte waarvan geen betaling vir ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

#### 14. JAARLIKSE VERLOF

(1) Behoudens klousule 6 (3) en subklousule (2) van hierdie klousule moet 'n werkgewer aan elk van sy werknemers, uitgesonderd 'n los werknemer of 'n los werknemer by spesiale funksies, vir elke voltooië tydperk van 12 maande diens by hom verlof verleen van—

(a) in die geval van 'n werknemer in 'n bedryfsinrigting wat op openbare vakansiedae Sondae en ná 2 nm. op Saterdag nóg handel dryf nóg werk, 21 agtereenvolgende dae;

(b) in die geval van elke ander werknemer (insluitende 'n wag) 28 agtereenvolgende dae;

en moet hy sodanige werknemer ten opsigte van sodanige verlof betaal—

(i) in die geval van 'n werknemer in paragraaf (a) bedoel, 'n bedrag van minstens drie maal die weekloon wat die werknemer ontvang het onmiddellik vóór die datum waarop die verlof begin het;

(ii) in die geval van 'n werknemer in paragraaf (b) bedoel, 'n bedrag van minstens vier maal die weekloon wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof begin het.

(2) Die verlof in subklousule (1) hiervan voorgeskryf, moet toegestaan word op 'n datum wat deur die werkgewer vasgestel moet word: Met dien verstande dat—

(a) sodanige verlof só toegestaan moet word dat dit nie begin op 'n dag wat met die werknemer se diensvrye dag saamval nie;

(b) as sodanige verlof nie vroeër toegestaan is nie, dit, behoudens subklousule (3), só toegestaan moet word dat dit begin binne vier maande ná voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en sy werknemer vóór die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, die werkgewer sodanige verlof aan die werknemer moet toestaan met ingang van 'n datum uiterlik twee maande ná die verstryking van genoemde tydperk van vier maande;

(c) die verlof nie met siekteverlof wat ingevolge klousule 13 toegestaan is en ook nie, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met enige tydperk van militêre opleiding mag saamval nie;

(d) 'n werkgewer al die dae geleentheidsverlof wat met volle besoldiging aan sy werknemer op sy werknemer se skriftelike versoek toegestaan is gedurende die 12 maande diens waarop die verlof betrekking het, van sodanige verloftydperk kan aftrek;

(e) wanneer 'n werkgewer van sy werknemer vereis of hom toelaat om sy jaarlikse verlof te neem vóór die verstryking van die 12 maande diens waarop dit betrekking het, die werkgewer aan sodanige werknemer die volle verlof moet toestaan wat vir 12 maande diens kan oploop en, met behoorlike inagneming van die ophoping van enige verhogings ingevolge klousule 4, sodanige werknemer vir sodanige verlof 'n bedrag

an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided further that, where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of subclause (5) of this clause, if the leave had not been granted to him as aforesaid;

(3) (a) At the written request of an employee, which shall be in the form of Annexure B to this Agreement, an employer may permit the leave, or a portion thereof, to accumulate over a period of not more than 24 months of employment: Provided that—

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

(ii) the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request at least until after the expiration of the period of leave so taken.

(b) The provisions of subclause (2) shall *mutatis mutandis* apply to the leave referred to in paragraph (a) of this subclause.

(c) An employee shall have the right to exercise an option to waive not more than one-third of the annual leave referred to in subclause (1) (a) and not more than one-half of the annual leave referred to in subclause (1) (b) and his employer shall, in respect of such period of leave not taken, pay him wages in lieu thereof: Provided that—

(i) the employee's request to waive such leave is made in the form of Annexure C to this Agreement and such request is retained by the employer for at least 12 months from the date of receipt thereof by him; and

(ii) save as provided in subclause (4), the payment in lieu of leave shall be made to the employee on a date to be agreed between the employer and the employee but not later than the last working day before the commencement of the remaining period of the annual leave.

(4) The remuneration in respect of the leave prescribed in subclause (1), read with subclause (3), shall be paid not later than the last work day before the date of commencement of the leave: Provided that at the written request of an employee, which shall be in the form of Annexure C to this Agreement, payment in respect of the annual leave taken by an employee, or a portion thereof, together with payment in respect of leave converted as provided for in subclause (3) (c), may be made on the pay-day immediately succeeding the employee's return from leave.

Such written request of an employee shall be retained by the employer for at least 12 months from date of receipt thereof by him.

(5) An employee whose contract of employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (1) in respect of that period has accrued, shall upon termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than—

(a) in the case of an employee referred to in subclause (1) (a), one-quarter (¼); and

(b) in the case of an employee referred to in subclause (1) (b), one-third (⅓);

of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of subclause (2) (d) and (e): Provided further that an employee who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice, or without the employee having paid the employer in lieu of notice unless in failing to give such notice or to work during such period of notice, the employee was acting within his legal rights, and subject to the provisions of clause 12 (5), shall not be entitled to any payment by virtue of this subclause.

(6) An employee who has become entitled to a period of annual leave prescribed in subclause (1), read with subclause (3), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

moet betaal wat minstens gelyk is aan dié waarop die werknemer geregtig sou wees op die datum waarop die verlof normaalweg sou opgehoop het: Voorts met dien verstande dat, waar 'n werknemer se diens eindig vóór die verstryking van die 12 maande diens waarvoor die verlof ingevolge hierdie voorbehoud toegestaan was, die werkgever van enige besoldiging wat by diensbeëindiging aan die werknemer verskuldig is, die verskil kan aftrek tussen die bedrag wat ingevolge hiervan aan die werknemer betaal is en die bedrag waarop hy by diensbeëindiging ingevolge subklousule (5) van hierdie klousule geregtig sou gewees het as die verlof nie soos voornoem aan hom toegestaan was nie.

(3) (a) Op die skriftelike versoek van 'n werknemer, wat in die vorm van Aanhangsel "B" van hierdie Ooreenkoms moet wees, kan 'n werkgever toelaat dat die verlof, of 'n gedeelte daarvan, oor 'n tydperk van hoogstens 24 maande diens oploop: Met dien verstande dat—

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

(ii) die datum van ontvangs van sodanige versoek op die versoek bo sy handtekening geëndosseer moet word deur die werkgever wat sodanige versoek moet bewaar tot minstens ná die verstryking van die verlof aldus geneem.

(b) Subklousule (2) is *mutatis mutandis* van toepassing op die verlof in paragraaf (a) van hierdie subklousule bedoel.

(c) 'n Werknemer het die reg om 'n opsie uit te oefen om afstand te doen van hoogstens een derde van die jaarlikse verlof in subklousule (1) (a) bedoel en hoogstens die helfte van die jaarlikse verlof in subklousule (1) (b) bedoel en sy werkgever moet hom ten opsigte van sodanige verloftydperk wat nie geneem is nie in plaas daarvan sy loon betaal: Met dien verstande dat—

(i) die werknemer se versoek om sodanige verlof prys te gee, gedoen moet word in die vorm van Aanhangsel "C" van hierdie Ooreenkoms en sodanige versoek deur die werkgever vir minstens 12 maande vanaf die datum van ontvangs daarvan deur hom bewaar word; en

(ii) behoudens subklousule (4), die betaling in plaas van verlof gedoen moet word aan die werknemer op 'n datum waarvoor ooreengekom moet word tussen die werkgever en die werknemer maar vóór of op die laaste werkdag vóór die aanvang van die oorblywende gedeelte van die jaarlikse verlof.

(4) Die besoldiging vir die verlof voorgeskryf in subklousule (1), gelees met subklousule (3), moet vóór of op die laaste werkdag vóór die aanvang van die verlof betaal word: Met dien verstande dat, op 'n werknemer se skriftelike versoek wat in die vorm van Aanhangsel C van hierdie Ooreenkoms moet wees, besoldiging vir die jaarlikse verlof of 'n gedeelte daarvan deur die werknemer geneem, saam met besoldiging vir verlof omgeskep soos in subklousule (3) (c) bepaal, gedoen kan word op die betaaldag wat onmiddellik volg op die werknemer se terugkeer van verlof af.

Sodanige skriftelike versoek van 'n werknemer moet minstens 12 maande lank deur die werkgever bewaar word ná die datum waarop hy dit ontvang het.

(5) 'n Werknemer wie se dienskontrak eindig gedurende enige tydperk van 12 maande diens voordat die tydperk van verlof in subklousule (1) voorgeskryf, vir daardie tydperk opgehoop het, moet by diensbeëindiging, en benewens enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige tydperk van diens, 'n bedrag betaal word van—

(a) in die geval van 'n werknemer in subklousule (1) (a) bedoel, minstens 'n kwart (¼), en

(b) in die geval van 'n werknemer in subklousule (1) (b) bedoel, minstens 'n derde (⅓),

van die weekloon wat hy onmiddellik vóór die datum van sodanige beëindiging ontvang het: Met dien verstande dat 'n werkgever 'n eweredige aftrekking mag doen ten opsigte van enige verlof wat aan die werknemer ingevolge subklousule (2) (d) en (e) toegestaan is: Voorts met dien verstande dat 'n werknemer wat sy diens verlaat sonder dat hy die kennisgewingstermyn wat in klousule 12 voorgeskryf word, gegee en dit uitgedien het, tensy die werkgever van sodanige kennisgewing afgesien het, of sonder dat die werknemer die werkgever in plaas van kennisgewing betaal het, tensy die werknemer by versuim om sodanige kennis te gee of gedurende sodanige kennisgewingstermyn te werk, binne sy wetlike regte gehandel het en behoudens klousule 12 (5), nie op enige besoldiging uit hoofde van hierdie subklousule geregtig is nie.

(6) 'n Werknemer wat geregtig geword het op 'n tydperk van jaarlikse verlof voorgeskryf in subklousule (1), gelees met subklousule (3), en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige diensbeëindiging die bedrag betaal word wat hy sou ontvang het vir die verlof indien die verlof op die datum van die diensbeëindiging aan hom toegestaan was.

(7) For the purpose of this clause the expression "employment" shall be deemed to include—

- (a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;
- (b) any period during which an employee is absent—
  - (i) on leave in terms of this clause;
  - (ii) on sick leave in terms of clause 13;
  - (iii) on the instructions or at the request of his employer;
  - (iv) with the consent or condonation of his employer;
  - (v) for any other reason not being in breach of the contract of employment;
 amounting in the aggregate in any year to not more than 10 weeks; and

(c) any period during which an employee is absent undergoing military training: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training;

and employment shall be deemed to commence—

- (i) in the case of an employee who before the coming into force of this Agreement had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Agreement and to whom any law providing for annual leave applied in terms thereof, on the date on which such employment commenced;
- (iii) in the case of any other employee, on the date on which such employee entered his employer's service.

(8) For the purpose of this clause, "employer" includes—

- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business, if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

## 15. MEALS, TRANSPORT AND PROHIBITED EMPLOYMENT

(1) *Provision of meals.*—(a) If an employee, other than a casual or a special function employee, agrees that the employer shall provide the employee with at least two adequate meals per working day, the employer shall be entitled to make a deduction not exceeding 10 per cent of the employee's wage in respect of such meals and such deduction shall not exceed R2,31 per week or R10 per month and no deduction shall be made in respect of meals not taken by the employee whilst absent from work on full pay.

(b) Every employer shall provide each casual and special function employee with a free meal in respect of the first five consecutive hours of work or part thereof worked by such employee and thereafter in respect of each completed period of five consecutive hours worked.

(2) *Provision of transport for night workers.*—(a) In the event of any female employee or a male employee under 18 years of age not being able to leave her or his place of work at or before 8 p.m., the employer shall provide transport home for such employee, free of charge: Provided that, in lieu of providing such transport, an employer may—

- (i) order a taxi to take one or more of the employees home, and—
  - (aa) in the event of only one employee travelling home in such taxi, he shall pay to such employee a travelling allowance equal to the actual fare: Provided however that an employer shall not be required to pay more than R1,50 in respect of such travelling allowance;
  - (bb) in the event of two employees sharing such taxi to travel home, he shall pay to such employees a travelling allowance amounting in the aggregate to the actual fare: Provided however that an employer shall not be required to pay more than 75c to each of the two employees in respect of such travelling allowance;
  - (cc) in the event of three or more employees sharing such taxi to travel home, he shall pay to such employees a travelling allowance amounting in the aggregate to the actual fare: Provided however that an employer shall not be required to pay more than 50c to each of these employees in respect of such travelling allowance;

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag die volgende in te sluit:

- (a) Enige tydperk waarvoor 'n werkgewer 'n werknemer ingevolge klousule 12 besoldig in plaas van hom kennis te gee;
- (b) enige tydperk waarin 'n werknemer afwesig is—
  - (i) met verlof ingevolge hierdie klousule;
  - (ii) met siekteverlof ingevolge klousule 13;
  - (iii) op las of op versoek van sy werkgewer;
  - (iv) met die toestemming of goedkeuring van sy werkgewer;
  - (v) om enige ander rede wat nie 'n dienskontrakbreuk beteken nie;

wat altesaam in enige jaar hoogstens 10 weke beloop; en

(c) enige tydperk waarin 'n werknemer vir militêre opleiding afwesig is: Met dien verstande dat 'n werknemer nie op meer as vier maande van enige bepaalde tydperk van sodanige opleiding as diens aanspraak kan maak nie;

en diens word geag te begin—

- (i) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Ooreenkoms geregtig geword het op 'n tydperk van jaarlikse verlof ingevolge enige Wet op die datum waarop sodanige werknemer laas ingevolge sodanige Wet op verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Ooreenkoms in diens was en op wie enige Wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, op die datum waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het.

(8) Vir die toepassing van hierdie klousule sluit "werkgewer" die volgende in:

- (a) Ingeval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en
- (b) Ingeval van insolvensie van 'n werkgewer of likwidasie van sy boedel, of oordrag of verkoop van sy besigheid, die trustee of likwidateur of die nuwe eienaar van die besigheid, indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar daardie werknemer in sy diens hou.

## 15. ETES, VERVOER EN VERBODE INDIENSNEMING

(1) *Verskaffing van etes.*—(a) As 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, instem dat die werkgewer die werknemer van minstens twee genoegsame etes per werkdag voorsien, het die werkgewer die reg om hoogstens 10 persent van die werknemer se loon af te trek vir sodanige etes, en sodanige aftrekking mag hoogstens R2,31 per week of R10 per maand wees en geen bedrag mag afgetrek word ten opsigte van etes wat nie deur die werknemer geneem is terwyl hy met volle besoldiging van die werk afwesig is nie.

(b) Elke werkgewer moet elke los werknemer en elke werknemer by spesiale funksies voorsien van 'n gratis ete vir die eerste vyf agtereenvolgende werke of deel daarvan deur sodanige werknemer gewerk en daarna vir elke voltooide tydperk van vyf agtereenvolgende ure gewerk.

(2) *Verskaffing van vervoer vir nagwerkers.*—(a) Ingeval enige vroulike werknemer of 'n manlike werknemer onder 18 jaar nie haar/sy werkplek vóór of om 8 nm. kan verlaat nie, moet die werkgewer vervoer huis toe vir sodanige werknemer kosteloos verskaf: Met dien verstande dat—

- (i) in plaas van sodanige vervoer te verskaf, 'n werkgewer 'n taxi kan bestel om een of meer van die werknemers huis toe te neem, en—
  - (aa) ingeval net een werknemer in sodanige taxi huis toe reis, hy aan sodanige werknemer 'n reistoelae moet betaal wat gelyk is aan die werklike reisgeld: Met dien verstande egter dat 'n werkgewer nie verplig is om meer as R1,50 as reistoelae te betaal nie;
  - (bb) ingeval twee werknemers saam met sodanige taxi huis toe ry, hy aan sodanige werknemers 'n reistoelae moet betaal wat saam die werklike reisgeld bedra: Met dien verstande egter dat 'n werkgewer nie verplig is om meer as 75c aan elk van die twee werknemers as reistoelae te betaal nie;
  - (cc) ingeval drie of meer werknemers saam met sodanige taxi huis toe ry, hy aan sodanige werknemers 'n reistoelae moet betaal wat saam die werklike reisgeld bedra: Met dien verstande egter dat 'n werkgewer nie verplig is om meer as 50c aan elk van hierdie werknemers as reistoelae te betaal nie;

(ii) where an employee travels home in his own vehicle, the employer shall pay such employee a travelling allowance of not less than 50c: Provided however that this allowance need not be paid to such employee if the employer has made provision for the transportation of such employee to his home.

(b) (i) An employer who makes arrangements for the transportation home of his employees by taxi, shall arrange for the necessary funds to be available to pay for such taxi.

(ii) The payment of the transport allowance referred to in paragraph (a) (i) in this clause, shall be effected not later than the first pay-day following the event on which the taxi was used. An employee who uses his own vehicle to travel home, and who qualifies for payment of a transport allowance, shall be paid such allowance on the first pay-day after the event on which the vehicle was so used.

(3) *Prohibition of employment.*—An employer shall not employ any person under the age of 15 years.

## 16. RECORDS TO BE MAINTAINED

(1) *Time, wage and pay register.*—Every employer shall keep or cause to be kept a time, wage and pay register in the form prescribed in the Act, in respect of all employees in his employ, showing the total hours worked daily by each employee, the nature of employment, the amount of wages paid, the amount of over-time worked, and any deductions made therefrom, and such other particulars as are required in terms of section 57 (1) of the Industrial Conciliation Act, 1956, as amended. Such registers shall ordinarily be kept on the premises of the employer except as may otherwise be authorised in writing by the Council.

(2) *Casual and special function casual employees.*—Every employer shall provide or cause to be kept a register in the form prescribed in Annexure D to this Agreement which shall be signed by every casual and special function casual employee at the time of commencement and finishing work on each day on which he is employed.

(3) *Time-table.*—(a) A legibly typed or written schedule, which shall be in the form of Annexure E to this Agreement, shall be posted at least seven days in advance in a place frequented by the employees setting forth the particulars of the daily shifts required to be worked by the employees, other than casual employees, whose names are stated in the said schedule.

(b) The schedule referred to in subclause (a) above, shall in addition to the information referred to in that subclause, also state the following:

- (i) The date on which it was first posted up by the employer;
- (ii) the date on which the original daily shifts stated therein came into operation;
- (iii) the date on which the schedule was removed by the employer.

(c) In the case of an emergency, an employer shall be entitled to amend the schedule referred to in paragraph (a) above by giving less than seven days' notice to the employee or employees concerned: Provided that such notice is given not later than on completion of the previous day's shift: Provided further that the following conditions are observed:

(i) The employee or employees concerned must give voluntary consent in writing to the proposed amendment, which consent shall be in the form of Annexure F to this Agreement: Provided however that an employee shall be entitled to consult his trade union in connection with the signing of the consent document, either prior to signing it or as soon as possible thereafter: Provided further that an employee who does not belong to any one of the trade unions shall be similarly entitled to consult the Secretary of the Industrial Council;

(ii) whenever an employer effects any change to the daily shifts or one or more of his employees in terms of subparagraph (i) above, he shall notify the Secretary of the Council of each such change within seven days of the date on which it took place, and such notification shall be given in the form of Annexure G to this Agreement.

(ii) wanneer 'n werknemer in sy eie voertuig huis toe ry, die werkgever aan sodanige werknemer 'n reistoelae van minstens 50c moet betaal: Met dien verstande egter dat hierdie toelae nie aan sodanige werknemer betaal hoef te word nie as die werkgever voorsiening vir die vervoer van sodanige werknemer na sy huis toe gemaak het.

(i) 'n Werkgever wat reëlings tref vir die vervoer van sy werknemers huis toe per taxi, moet sorg dat die nodige fondse beskikbaar is om vir sodanige taxi te betaal.

(ii) Die reistoelae in paragraaf (a) (i) in hierdie klousule bedoel, moet betaal word vóór of op die eerste betaaldag wat volg op die geleentheid waarby die taxi gebruik is. 'n Werknemer wat sy eie voertuig gebruik om huis toe te ry en wat vir betaling van 'n vervoertoelae kwalifiseer, moet sodanige toelae betaal word op die eerste betaaldag ná die geleentheid waarby die voertuig aldus gebruik is.

(3) *Verbode indiensneming.*—'n Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

## 16. REGISTERS WAT BYGEHOU MOET WORD

(1) *Tyd-, loon- en betaalregister.*—Elke werkgever moet in die vorm voorgeskryf by die Wet, 'n tyd-, loon- en betaalregister byhou of laat byhou ten opsigte van alle werknemers in sy diens, wat die totale getal ure aantoon wat daaglik deur elke werknemer gewerk word, asook die aard van sy diens, die bedrag aan lone betaal, die hoeveelheid oortydwerk verrig, en enige bedrae daarvan afgetrek, en sodanige ander besonderhede as wat vereis word by artikel 57 (1) van die Wet op Nywerheidsversoening, 1956, soos gewysig. Sodanige registers moet gewoonweg op die perseel van die werkgever bewaar word, behalwe wanneer anders skriftelik deur die Raad gemagtig.

(2) *Los werknemers en los werknemers by spesiale funksies.*—Elke werkgever moet in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms 'n register byhou of laat byhou wat deur elke los werknemer en los werknemer by spesiale funksies geteken moet word op die oomblik wanneer hy begin werk en ophou werk op elke dag waarop hy in diens is.

(3) *Tydrooster.*—(a) 'n Leesbare getikte of geskrewe tydrooster, wat in die vorm van Aanhangsel E van hierdie Ooreenkoms moet wees, moet minstens sewe dae vooraf opgeplak word op 'n plek waar die werknemers dikwels kom, met die besonderhede van die daaglikse skofte wat die werknemers, uitgesonderd los werknemers, wie se name in genoemde tydrooster opgeteken staan, moet werk.

(b) Die tydrooster in subklousule (a) hierbo bedoel, moet, benewens die inligting in dié subklousule gemeld, ook die volgende vermeld:

- (i) Die datum waarop dit die eerste keer deur die werkgever opgeplak is;
- (ii) die datum waarop die oorspronklike daaglikse skofte wat daarin vermeld word, in werking getree het;
- (iii) die datum waarop die tydrooster deur die werkgever verwyder is.

(c) Ingeval van nood het die werkgever die reg om die tydrooster in paragraaf (a) hierbo bedoel, te wysig deur minder as sewe dae kennis aan die betrokke werknemer of werknemers te gee: Met dien verstande dat sodanige kennis voor of by voltooiing van die vorige dag se skof gegee word: Voorts met dien verstande dat ondervermelde voorwaardes nagekom word:

(i) Die betrokke werknemer of werknemers moet vrywillig skriftelik instem tot die voorgestelde wysiging, en dié instemming moet wees in die vorm van Aanhangsel F van hierdie Ooreenkoms: Met dien verstande egter dat 'n werknemer die reg het om sy vakbond te raadpleeg in verband met die ondertekening van die toestemmingsdokument, of voordat hy dit teken of so gou moontlik daarná: Voorts met dien verstande dat 'n werknemer wat nie lid van enige van die vakverenigings is nie eweens die reg het om die Sekretaris van die Nywerheidsraad te raadpleeg;

(ii) wanneer 'n werkgever enige verandering in die daaglikse skofte van een of meer van sy werknemers ingevolge paragraaf (i) hierbo maak, moet hy die Sekretaris van die Raad van elke sodanige verandering in kennis stel binne sewe dae vanaf die datum waarop dit plaasgevind het, en sodanige kennis moet gegee word in die vorm van Aanhangsel G van hierdie Ooreenkoms.

(d) At the reasonable request of an employee, an employer shall be entitled to amend that employee's shift by following the procedure and requirements laid down in subclause (3) (c) above, regardless of whether the employee's request relates to an emergency (as defined) or not.

(4) *Attendance register.*—Every employer shall provide each of his employees, other than a casual and special function casual employee, with an attendance register in the form prescribed in Annexure H to this Agreement, which shall be filled in by the employee showing the actual time worked on each day of the week, the time of commencement and finishing work during the spreadover of hours daily and the occupation of each such employee; Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:

No. .... Name .....

Week ending ..... 19 .....

| Day                 | In | Out | In | Out | Total |
|---------------------|----|-----|----|-----|-------|
| Sunday..... a.m.    |    |     |    |     |       |
| p.m.                |    |     |    |     |       |
| Monday..... a.m.    |    |     |    |     |       |
| p.m.                |    |     |    |     |       |
| Tuesday..... a.m.   |    |     |    |     |       |
| p.m.                |    |     |    |     |       |
| Wednesday..... a.m. |    |     |    |     |       |
| p.m.                |    |     |    |     |       |
| Thursday..... a.m.  |    |     |    |     |       |
| p.m.                |    |     |    |     |       |
| Friday..... a.m.    |    |     |    |     |       |
| p.m.                |    |     |    |     |       |
| Saturday..... a.m.  |    |     |    |     |       |
| p.m.                |    |     |    |     |       |

Provided that, if any employee is unable to read and write, his employer shall on his behalf make and sign the necessary entries in respect of the time he commenced, the time of commencement and termination of each meal or other interval, which is not reckonable as ordinary hours of work, and the time of finishing work for the day inclusive.

(5) All registers shall remain the property of the employer and shall be retained for three clear years subsequent to the date of the last entry therein.

(6) *Savings.*—The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R300 per month.

## 17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer shall—

(a) within one month of the date on which this Agreement becomes binding upon him, or in the event of an employer commencing operations after that date within one month of such commencement, register with the Council by the completion and submission to the Council of a statement in the form of Annexure I to this Agreement. Receipt thereof shall be acknowledged by the Secretary of the Council;

(b) whenever any change in the particulars furnished in terms of subclause (1) occurs, or in the event of the—

- sequestration of the employer's estate;
- winding up of the affairs of the company;
- transfer or abandonment of the business carried on; or

(d) Op die redelike versoek van 'n werknemer het 'n werkgever die reg om daardie werknemer se skofte te wysig deur die prosedure en vereistes na te kom wat in subklousule (3) (c) hierbo bepaal word, ongeag die vraag of die werknemer se versoek betrekking het op 'n noodgeval (soos omskryf) of nie.

(4) *Bywoningsregister.*—Elke werkgever moet elkeen van sy werknemers, uitgesonderd 'n los werknemer en 'n los werknemer by spesiale funksies, voorsien van 'n bywoningsregister in die vorm voorgeskryf in Aanhangsel H van hierdie Ooreenkoms, wat deur die werknemer ingevul moet word en wat die werklike tyd toon waarin daar op elke dag van die week gewerk is, die tyd waarop werk begin en opgehou het gedurende die werkdag-indeling van ure daaglik en die beroep van elke sodanige werknemer: Met dien verstande dat 'n werkgever in plaas van sodanige bywoningsregister te verskaf, 'n halfoutomatiese tydopnemer beskikbaar kan stel met die nodige kaarte so na moontlik in die volgende vorm:

No. .... Naam .....

Week eindigende ..... 19 .....

| Dag                | In | Uit | In | Uit | Totaal |
|--------------------|----|-----|----|-----|--------|
| Sondag..... vm.    |    |     |    |     |        |
| nm.                |    |     |    |     |        |
| Maandag..... vm.   |    |     |    |     |        |
| nm.                |    |     |    |     |        |
| Dinsdag..... vm.   |    |     |    |     |        |
| nm.                |    |     |    |     |        |
| Woensdag..... vm.  |    |     |    |     |        |
| nm.                |    |     |    |     |        |
| Donderdag..... vm. |    |     |    |     |        |
| nm.                |    |     |    |     |        |
| Vrydag..... vm.    |    |     |    |     |        |
| nm.                |    |     |    |     |        |
| Saterdag..... vm.  |    |     |    |     |        |
| nm.                |    |     |    |     |        |

Met dien verstande dat as daar 'n werknemer is wat nie kan lees of skryf nie, sy werkgever namens hom die nodige besonderhede moet inskryf ten opsigte van die tyd waarop hy begin werk het, die begin- en ophoutyd van elke maaltyd of ander pouse, wat nie as gewone werkkure gereken kan word nie, met inbegrip van die tyd waarop die werknemer daardie dag opgehou het met werk, en die kaart moet onderteken.

(5) Alle registers bly die eiendom van die werkgever en moet drie jaar lank ná die datum van die laaste inskrywing daarin deur hom bewaar word.

(6) *Voorbehoud.*—Die bepalinge van hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank sodanige werknemer gereeld 'n loon van minstens R300 per maand ontvang.

## 17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgever moet—

(a) binne een maand vanaf die datum waarop hierdie Ooreenkoms vir hom bindend word, of ingeval 'n werkgever se werksaamhede binne een maand ná daardie datum 'n aanvang neem, binne een maand na die datum waarop hy begin het, by die Raad registreer deur 'n staat in die vorm van Aanhangsel I van hierdie Ooreenkoms in te vul en aan die Raad voor te lê. Ontvangs daarvan moet deur die Sekretaris van die Raad erken word;

(b) wanneer enige verandering plaasvind in die besonderhede wat in subklousule (1) verstrek word, of ingeval van—

- sekwestrasie van die werkgever se boedel;
- bereddering van die sake van die maatskappy;
- oordrag of staking van die besigheid wat gedryf word; of

(iv) acquisition or commencement of any other business upon which this Agreement is binding;

the employer shall within 14 days furnish the Secretary of the Industrial Council with a completed statement in the form of Annexure I to this Agreement. Receipt thereof shall be acknowledged by the Secretary of the Council.

(2) The Secretary of the Council shall monthly furnish the secretary of the employers' organisation with particulars of establishments registered with the Council during the preceding month.

(3) Every employer shall within one month of the date on which the Agreement becomes binding upon him, or in the event of an employer commencing operations after that date, within one month of such commencement register with the Council all employees in his employ by the completion and submission to the Council of a statement in the form of Annexure J to this Agreement and every employer shall thereafter, by the completion of the said Annexure J, advise the Secretary of the Council within 14 days of any staff changes.

(4) The Secretary of the Council shall forward to the trade unions month by month a list of all registrations and changes of those employees who are eligible for membership of the trade unions.

## 18. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the grounds of desertion or where the employee is a casual or special function casual employee the employer shall upon termination of any contract of employment and at his request furnish the employee with a certificate of service in the form prescribed in Annexure K to this Agreement.

## 19. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each employee—

(a) 3c in respect of every day worked in the case of a casual and special function casual employee; and

(b) 15c per month in the case of all other employees who have worked more than one week in that month, and such deduction shall, where an employee is paid weekly, be made on the last pay-day of every month: Provided that for the purpose of this paragraph an employee shall be deemed to have worked during any period during which he is absent from work on paid leave or paid sick leave as provided for in this Agreement.

(2) To the amounts deducted in terms of subclause (1), the employer shall add an equal amount and the total sum shall, month by month and not later than the 15th of the month following that on which the deductions fell due, together with a completed statement in the form of Annexure L, be submitted to the Secretary of the Council.

## 20. TRADE UNION FACILITIES

(1) Every employer, after prior arrangement shall give reasonable facilities to duly authorised trade union officials to enter his establishment at off-peak periods for the purpose of—

(a) interviewing employees on trade union matters;

(b) enrolling new members;

(c) posting of or distributing circulars issued by the trade unions.

(2) No employer shall require any employee, whether by a term or condition of employment or otherwise, not to be or become a member of the trade union.

(3) *Trade union subscriptions.*—Every employer shall deduct from the wages of each member of the trade unions in his employ the subscription and/or levy payable by him to the trade union in terms of the appropriate union's constitution and shall forward the total amount so deducted together with a list of

(iv) verkryging of aanvang van enige ander besigheid waarvoor hierdie Ooreenkoms bindend is;

moet die werkgever binne 14 dae die Sekretaris van die Nywerheidsraad voorsien van 'n ingevulde staat in die vorm van Aanhangsel I van hierdie Ooreenkoms. Ontvangs daarvan moet deur die Sekretaris van die Raad erken word.

(2) Die Sekretaris van die Raad moet maandeliks die sekretaris van die werkgewersorganisasie voorsien van besonderhede van bedryfsinrigtings wat gedurende die voorafgaande maand by die Raad geregistreer is.

(3) Elke werkgever moet binne een maand vanaf die datum waarop die Ooreenkoms vir hom bindend word, of ingeval 'n werkgever se werksaamhede binne een maand ná daardie datum 'n aanvang neem, binne een maand ná die datum waarop by begin het, alle werknemers in sy diens by die Raad registreer deur 'n staat in die vorm van Aanhangsel J van hierdie Ooreenkoms in te vul en aan die Raad voor te lê, en elke werknemer moet, nadat hy genoemde Aanhangsel J ingevul het, die Sekretaris van die Raad binne 14 dae van enige personeelveranderinge verwittig.

(4) Die Sekretaris van die Raad moet maand vir maand aan die vakverenigings 'n lys stuur van alle registrasies van, asook veranderinge in verband met, werknemers wat vir lidmaatskap van die vakverenigings kwalifiseer.

## 18. DIENSSERTIFIKAAT

Behalwe waar 'n dienskontrak van 'n werknemer beëindig word op grond daarvan dat hy gedros het of waar die werknemer 'n los werknemer of 'n los werknemer by spesiale funksies is, moet die werkgever, by beëindiging van enige dienskontrak en op die werknemer se versoek, die werknemer voorsien van 'n dienssertifikaat in die vorm voorgeskryf in Aanhangsel K van hierdie Ooreenkoms.

## 19. UITGAWES VAN DIE RAAD

(1) Om die uitgawes van die Raad te bestry, moet elke werkgever van die loon van elke werknemer die volgende bedrae aftrek:

(a) 3c vir elke dag gewerk in die geval van 'n los werknemer en 'n los werknemer by spesiale funksies; en

(b) 15c per maand in die geval van alle ander werknemers wat langer as een week in daardie maand gewerk het, en sodanige bedrag moet, indien 'n werknemer weekliks besoldig word, op die laaste betaaldag van elke maand afgetrek word: Met dien verstande dat, vir die toepassing van hierdie paragraaf, daar geag word dat 'n werknemer gewerk het gedurende enige tydperk waarin hy van die werk afwesig was met verlof met besoldiging of siekteverlof met besoldiging soos in hierdie Ooreenkoms bepaal.

(2) By die bedrae afgetrek ingevolge subklousule (1), moet die werkgever 'n gelykstaande bedrag voeg en die totale bedrag moet maand vir maand, vóór of op die 15de van die maand wat volg op dié waarop die afrekkings verskuldig geword het, saam met die ingevulde staat in die vorm van Aanhangsel L, aan die Sekretaris van die Raad gestuur word.

## 20. VAKVERENIGINGGERIEWE

(1) Ná vooraf reëlings te tref, moet elke werkgever redelike geriewe beskikbaar stel aan behoorlik gemagtigde vakverenigingsbeambtes om sy bedryfsinrigting gedurende spertye binne te gaan om—

(a) werknemers oor vakverenigingsake te spreek;

(b) nuwe lede te werf;

(c) omsendbriewe wat deur die vakverenigings uitgereik word, op te plek of te versprei.

(2) Geen werkgever mag van 'n werknemer vereis, hetsy op grond van 'n diensbepaling of diensvoorwaarde of andersins, dat dié werknemer nie lid van die vakvereniging mag wees of word nie.

(3) *Vakverenigingledegeld.*—Elke werkgever moet van die loon van elke lid van die vakverenigings in sy diens die ledegeld en/of heffing aftrek wat deur hom aan die vakvereniging ooreenkomstig die toepaslike vakvereniging se konstitusie betaalbaar is en die totale bedrag aldus afgetrek, tesame met 'n lys van

employees to the secretary of the appropriate union, P.O. Box 7135, Johannesburg, not later than the 15th day of each month. The said list shall indicate the full names, sex, and race of each member.

(4) *Trade union's representatives on the Council.*—Every employer shall give to an employee who is a representative on the Council every reasonable facility to attend to his duties in connection with the work of the Council.

## 21. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment and question any employer or employee during the course of such inspection and inspect the record of wages paid, time worked and payments made for overtime 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 the purpose of ascertaining whether the terms of this Agreement are being observed.

## 22. EXHIBITION OF AGREEMENT

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

## 23. PROVISION OF ANNEXURES

The annexures referred to in this Agreement shall be supplied and be obtainable free of charge at the offices of the Council.

## 24. ULTRA VIRES

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

## 25. EXEMPTIONS

(1) The Council may, for any good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

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

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

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

(4) The Secretary of the Council shall—

- number consecutively all licences issued; and
- retain a copy of each licence issued; and

(c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

Signed at Johannesburg on behalf of the parties hereto this 13th day of March 1973.

D. MICHOS, Chairman of the Council.

M. PAWSON, Vice-Chairman of the Council.

P. E. FARMER, Secretary of the Council.

werknemers, vóór of op die 15de dag van elke maand aan die sekretaris van die betrokke vakvereniging, Posbus 7135, Johannesburg, stuur. Die volle name, geslag en ras van elke lid moet in genoemde lys vermeld word.

(4) *Verteenwoordigers van vakverenigings in die Raad.*—Elke werkgever moet aan elke werknemer wat 'n verteenwoordiger in die Raad is, alle redelike fasiliteite verleen om die nodige aandag te bestee aan sy pligte in verband met die werk van die Raad.

## 21. AGENTE

Die Raad moet een of meer gespesifiseerde persone as agente aanstel om te help met die toepassing van hierdie Ooreenkoms. 'n Agent kan enige bedryfsinrigting binnegaan en enige werkgever of werknemer gedurende sodanige besoek ondervra en die registers nagaan betreffende lone betaal, tyd gewerk en-besoldiging betaal vir oortyd, en dit is die plig van elke werkgever en werknemer om sodanige agente toe te laat om sodanige navrae te doen en sodanige boeke en/of dokumente na te gaan en om sodanige persone te ondervra as wat nodig mag wees, met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

## 22. VERTONING VAN OOREENKOMS

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

## 23. VERSKAFFING VAN AANHANGSELS

Die aanhangsels in hierdie Ooreenkoms vermeld, moet by die kantore van die Raad verskaf en gratis daar verkrygbaar wees.

## 24. ULTRA VIRES

Ingeval enigeen van die bepalings van hierdie Ooreenkoms deur enige bevoegde gereghof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly hulle van krag gedurende die onverstreke geldigheidsduur van hierdie Ooreenkoms.

## 25. VRYSTELLINGS

(1) Die Raad kan om enige goeie of afdoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen word die voorwaardes bepaal waarop sodanige vrystelling verleen word en die geldigheidsduur van sodanige vrystelling: Met dien verstande dat, as die Raad dit goed ag, hy na een week skriftelike kennisgewing aan die betrokke persoon enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen was, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende besonderhede vermeld:

- Die naam van die betrokke persoon voluit;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule, onderworpe waaraan sodanige vrystelling verleen word; en
- die geldigheidsduur van die vrystelling.

(4) Die Sekretaris van die Raad moet—

- alle sertifikate wat uitgereik word agtereenvolgend nummer;
- 'n kopie hou van elke sertifikaat wat uitgereik word;
- wanneer vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.

Namens die partye hierby op hede die 30ste dag van Maart 1973 te Johannesburg onderteken.

D. MICHOS, Voorsitter van die Raad.

M. PAWSON, Ondervoorsitter van die Raad.

P. E. FARMER, Sekretaris van die Raad.

ANNEXURE A  
PAY ENVELOPES

[Re clause 5 (4)]

Employee's name..... No.....  
Occupation..... Period ending.....

|                             | Hours | Rate |  |  |
|-----------------------------|-------|------|--|--|
| Ordinary time.....          |       |      |  |  |
| Overtime.....               |       |      |  |  |
| Total.....                  |       |      |  |  |
| Holiday pay.....            |       |      |  |  |
| Total.....                  |       |      |  |  |
| Pension fund deduction..... |       |      |  |  |
| Taxable total.....          |       |      |  |  |
| Deductions:                 |       |      |  |  |
| P.A.Y.E.....                |       |      |  |  |
| U.I.F.....                  |       |      |  |  |
| Meals.....                  |       |      |  |  |
| Lodging.....                |       |      |  |  |
| Council fees.....           |       |      |  |  |
| Union subscriptions.....    |       |      |  |  |
| Absenteeism.....            |       |      |  |  |
| Loans or advances.....      |       |      |  |  |
| Shortages.....              |       |      |  |  |
| Other (specify).....        |       |      |  |  |
| Total deductions.....       |       |      |  |  |
| Net amount paid.....        |       |      |  |  |

## ANNEXURE B

## APPLICATION TO ACCUMULATE ANNUAL LEAVE

[Re clause 14 (3) (a)]

To..... Date.....  
(name of establishment)

Address.....

Dear Sir/Madam,

I, the undersigned, .....  
(full name)

hereby apply in terms of clause 14 (3) (a) of the Industrial Council Agreement for the Tearoom, Restaurant and Catering Trade to accumulate..... days of my annual leave due on.....  
I further undertake that I shall take such accumulated leave not later than 24 months after it became due.

Yours faithfully,

Signature of employee

Address.....

Date received

Signature of employer

N.B.—The above document shall be retained by the employer at least until after the expiration of the period of leave so taken.

AANHANGSEL A  
BETAALKOEVERTE

[Sien klousule 5 (4)]

Werknemer se naam..... No.....  
Beroep..... Tydperk eindigende.....

|                                 | Ure | Tarief |  |  |
|---------------------------------|-----|--------|--|--|
| Gewone tyd.....                 |     |        |  |  |
| Oortyd.....                     |     |        |  |  |
| Totaal.....                     |     |        |  |  |
| Verlofbesoldiging.....          |     |        |  |  |
| Totaal.....                     |     |        |  |  |
| Pensioenfonds: Aftrekkings..... |     |        |  |  |
| Belasbare totaal.....           |     |        |  |  |
| Aftrekkings:                    |     |        |  |  |
| L.B.S.....                      |     |        |  |  |
| W.V.F.....                      |     |        |  |  |
| Etes.....                       |     |        |  |  |
| Huisvesting.....                |     |        |  |  |
| Raadsfondse.....                |     |        |  |  |
| Vakverenigings: Ledegeel.....   |     |        |  |  |
| Absentëisme.....                |     |        |  |  |
| Lenings of voorskotte....       |     |        |  |  |
| Tekorte.....                    |     |        |  |  |
| Ander (spesifiseer).....        |     |        |  |  |
| Totale aftrekkings.....         |     |        |  |  |
| Netto bedrag betaal.....        |     |        |  |  |

## AANHANGSEL B

## AANSOEK OM JAARLIKSE VERLOF TE LAAT OPLOOP

[Sien klousule 14 (3) (a)]

Aan..... Datum.....  
(naam van bedryfsinrigting)

Adres.....

Meneer/Mevrou,

Ek, die ondergetekende .....  
(naam voluit)

doen hierby aansoek ingevolge klousule 14 (3) (a) van die Nywerheids-raadooreenkoms vir die Teekamer-, Restourant- en Spysenierings-bedryf om..... dae van my jaarlikse verlof wat op..... moet begin, te laat oploop. Ook onderneem ek om sodanige opgelope verlof te neem onmiddellik nadat 24 maande ná gemelde datum verstryk het.

Die uwe,

Handtekening van werknemer

Adres.....

Datum ontvang

Handtekening van werkgever

L.W.—Hierdie dokument moet deur die werkgever bewaar word minstens tot na verstryking van die verlof aldus geneem.



## ANNEXURE E

[Re clause 16 (3)]

## TIME-TABLE

Date first displayed..... For period.....

| Employee's name | Occupation | Monday |       | Tuesday |       | Wednesday |       | Thursday |       | Friday |       | Saturday |       | Sunday |       |
|-----------------|------------|--------|-------|---------|-------|-----------|-------|----------|-------|--------|-------|----------|-------|--------|-------|
|                 |            | On     | Off   | On      | Off   | On        | Off   | On       | Off   | On     | Off   | On       | Off   | On     | Off   |
| .....           | .....      | .....  | ..... | .....   | ..... | .....     | ..... | .....    | ..... | .....  | ..... | .....    | ..... | .....  | ..... |
| .....           | .....      | .....  | ..... | .....   | ..... | .....     | ..... | .....    | ..... | .....  | ..... | .....    | ..... | .....  | ..... |
| .....           | .....      | .....  | ..... | .....   | ..... | .....     | ..... | .....    | ..... | .....  | ..... | .....    | ..... | .....  | ..... |
| .....           | .....      | .....  | ..... | .....   | ..... | .....     | ..... | .....    | ..... | .....  | ..... | .....    | ..... | .....  | ..... |

Date removed..... Signature of employer or authorised person.....

## AANHANGSEL E

[Sien klousule 16 (3)]

## TYDROOSTER

Datum waarop eerste keer opgeplak..... Vir tydperk.....

| Werknemer se naam | Beroep | Maandag  |              | Dinsdag  |              | Woensdag |              | Donderdag |              | Vrydag   |              | Saterdag |              | Sondag   |              |
|-------------------|--------|----------|--------------|----------|--------------|----------|--------------|-----------|--------------|----------|--------------|----------|--------------|----------|--------------|
|                   |        | Op diens | Van diens af | Op diens | Van diens af | Op diens | Van diens af | Op diens  | Van diens af | Op diens | Van diens af | Op diens | Van diens af | Op diens | Van diens af |
| .....             | .....  | .....    | .....        | .....    | .....        | .....    | .....        | .....     | .....        | .....    | .....        | .....    | .....        | .....    | .....        |
| .....             | .....  | .....    | .....        | .....    | .....        | .....    | .....        | .....     | .....        | .....    | .....        | .....    | .....        | .....    | .....        |
| .....             | .....  | .....    | .....        | .....    | .....        | .....    | .....        | .....     | .....        | .....    | .....        | .....    | .....        | .....    | .....        |
| .....             | .....  | .....    | .....        | .....    | .....        | .....    | .....        | .....     | .....        | .....    | .....        | .....    | .....        | .....    | .....        |

Datum waarop verwyder..... Handtekening van werkgever of gemagtigde persoon.....

## ANNEXURE F

## CONSENT TO AMEND TIME-TABLE

[Re clause 16 (3) (c) (i)]

Name of business.....

Address.....

I, .....  
(full name of employee)

employed as a ..... in the above establishment, hereby declare that I voluntarily consent that my employer or his authorised representative may amend the hours of work as reflected on my time-table dated ....., due to an emergency and hereby agree to work the following:

..... a.m. to ..... p.m. on (date)  
 ..... a.m. to ..... p.m. on (date)  
 ..... a.m. to ..... p.m. on (date)  
 ..... a.m. to ..... p.m. on (date)  
 ..... a.m. to ..... p.m. on (date)  
 ..... a.m. to ..... p.m. on (date)  
 ..... a.m. to ..... p.m. on (date)

Date..... Signature of employee.....

N.B.—Employees are hereby advised that they are entitled to consult the Secretaries of the Industrial Council or of the trade union concerned either prior to signing the above document or as soon as possible hereafter should they wish to discuss the matter.

## AANHANGSEL F

## TOESTEMMING DAT TYDROOSTER VERANDER WORD

[Sien klousule 16 (3) (c) (i)]

Naam van besigheid.....

Adres.....

Ek, .....  
(werknemer se naam voluit)

in diens as ..... in bogenoemde bedryfsinrigting, verklaar hierby dat ek vrywillig toestem dat my werkgever of sy gemagtigde verteenwoordiger weens 'n noodgeval die werkure aangedui op my tydrooster gedateer ....., mag verander, en hierby stem ek in om soos volg te werk:

..... vm. tot ..... nm. op (datum)  
 ..... vm. tot ..... nm. op (datum)  
 ..... vm. tot ..... nm. op (datum)  
 ..... vm. tot ..... nm. op (datum)  
 ..... vm. tot ..... nm. op (datum)  
 ..... vm. tot ..... nm. op (datum)  
 ..... vm. tot ..... nm. op (datum)

Datum..... Handtekening van werknemer.....

L.W.—Hierby word werknemers daarvan verwittig dat, as hulle die saak wil bespreek, hulle die reg het op die Sekretaris van die Nywerheidsraad of dié van die betrokke vakvereniging te raadpleeg of voordat hulle bostaande dokument teken of so gou moontlik daarna.

## AANHANGSEL G

## KENNISGEWING VAN VERANDERING VAN TYDROOSTER

[Sien klousule 16 (3) (c) (ii)]

Naam van bedrijfsinrigting.....

Adres.....

Die Sekretaris.

Nywerheidsraad vir die Teekamer-, Restaurant- en Spysenieringsbedryf

Posbus 6649'

Johannesburg

Meneer,

### I.s. VERANDERING VAN TYDROOSTER

Ek moet u in kennis stel dat dit op.....

(datum)

weens 'n noodgeval vir my nodig was om die tydrooster, geda-  
teer....., in my bedryfsinrigting ten opsigte van  
ondergenoemde werknemers te verander:

*Naam*

.....vm. tot.....nm. op.....(datum)

.....vm. tot.....nm. op.....(datum)

.....vm. tot.....nm. op.....(datum)

```
.....vm. tot.....nm. op.....(datum)
```

.....vm. tot.....nm. op.....(datum)

Datum.....

Handtekening van werkgewer  
of gemachtigde persoon

[Re clause 16 (4)]

[Re clause 16 (4)]

Occupation of employee

[illegible]

AANHANGSEL H  
BYWONINGSREGISTER

[Sien klousule 16 (4)]

| Naam van werknemer      |              |                                                      |                                             | Beroep van werknemer |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
|-------------------------|--------------|------------------------------------------------------|---------------------------------------------|----------------------|--------------------|-------------|--------------------|------------------------------------------|------------------|-----|----------------------------|------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Datum en dag van week   |              | Besonderhede wat deur werknemers ingeskryf moet word |                                             |                      |                    |             |                    |                                          |                  |     |                            | Opmerkings (as dit nodig is) |                        |                                                                                                                               |                    |
| Jaar.....<br>Maand..... |              | Hand-<br>tekening                                    | Tyd<br>waarop<br>werk in<br>aanvang<br>neem | Dienspouses          |                    |             |                    | Tyd<br>waarop<br>werk<br>gestaak<br>word | Oortyd<br>gewerk |     | Totale getal<br>ure gewerk |                              | Deur<br>werk-<br>nemer | Deur werk-<br>gewer as<br>werknemer<br>afwesig was<br>Redes vir sy<br>afwesigheid<br>(Moet deur<br>werkgewer<br>geteken word) | Deur<br>inspekteur |
| Datum                   | Dag van week |                                                      |                                             | Op<br>diens          | Van<br>diens<br>af | Op<br>diens | Van<br>diens<br>af |                                          | Vanaf            | Tot | Elke<br>dag                | Elke<br>week                 |                        |                                                                                                                               |                    |
| 1                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 2                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 3                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 4                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 5                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 6                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 7                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 8                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 9                       |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 10                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 11                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 12                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 13                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 14                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 15                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 16                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 17                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 18                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 19                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 20                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 21                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 22                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 23                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 24                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 25                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 26                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 27                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 28                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 29                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 30                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |
| 31                      |              |                                                      |                                             |                      |                    |             |                    |                                          |                  |     |                            |                              |                        |                                                                                                                               |                    |

## ANNEXURE I

## REGISTRATION OF ALL EMPLOYERS AND SUBSEQUENT NOTIFICATION OF CHANGES

[Re clause 17 (1) and (2)]

The Secretary,  
The Industrial Council of the Tearoom, Restaurant and Catering Trade  
P.O. Box 6649  
Johannesburg

Dear Sir,

In accordance with clause 17 (1) and (2) of the Industrial Council Agreement, I hereby furnish the following particulars in connection with this business or the changes of particulars:

1. Trade name.....
2. Address at which business is carried on.....
3. Telephone..... P.O. Box.....
4. If a company:
  - (a) Registered name.....
  - (b) Address of head office.....

## AANHANGSEL I

## REGISTRASIE VAN ALLE WERKGEWERS EN LATERE KENNISGEWING VAN VERANDERING

[Sien klousule 17 (1) en (2)]

Die Sekretaris,  
Nywerheidsraad vir die Teekamer-, Restaurant- en Spysenierings-bedryf  
Posbus 6649  
Johannesburg

Meneer,

Ingevolge klousule 17 (1) en (2) van die Nywerheidsraadooreen-koms verstrek ek hierby die volgende besonderhede oor hierdie besigheid of oor veranderings van besonderhede:

1. Handelsnaam.....
2. Adres waar besigheid gedryf word.....
3. Telefoon..... Posbus.....
4. As dit 'n maatskappy is:
  - (a) Geregistreerde naam.....
  - (b) Adres van hoofkantoor.....

## 5. Designation, names and addresses of management:

| (a) Designation                                 | Full name | Residential addresses |
|-------------------------------------------------|-----------|-----------------------|
| Proprietor.....                                 | .....     | .....                 |
| Partners.....                                   | .....     | .....                 |
| Directors (in case of company)...               | .....     | .....                 |
| Secretary/Accountant/Bookkeeper                 | .....     | .....                 |
| Re clause 17 (2) —Other changes not listed..... | .....     | .....                 |

Yours faithfully,

Date..... Signature of employer or authorised person

## 5. Ampbenaming, name en adresse van bestuur:

| (a) Ampsbenaming                                             | Naam voluit | Woonadres |
|--------------------------------------------------------------|-------------|-----------|
| Eienaar.....                                                 | .....       | .....     |
| Vennote.....                                                 | .....       | .....     |
| Direkteure (as dit 'n maatskappy is).....                    | .....       | .....     |
| Sekretaris/Rekenmeester / Boekhouer.....                     | .....       | .....     |
| I.s. klousule 17 (2) —Ander veranderings nie in lys nie..... | .....       | .....     |

Die uwe,

Datum..... Handtekening van werkgewer of gemagtigde persoon

## ANNEXURE J

[Re clause 17 (a)]

## THE INDUSTRIAL COUNCIL OF THE TEAROOM, RESTAURANT AND CATERING TRADE

Telephone 22-4442/3

P.O. Box 6649, Johannesburg

## REGISTRATION OF ALL EMPLOYEES AND SUBSEQUENT NOTIFICATION OF ANY CHANGES

Name and address of establishment.....

This form must be completed in respect of all employees, showing the establishment's complete staff as at.....

| Employees' surnames (This also applies to Bantu) | Employees' christian names | Residential address | Race | Sex | Occupation | Full time/Part-time | Wage on engagement/Termination | Date of engagement | Date of termination of service | Previous employer | Previous experience in the trade |
|--------------------------------------------------|----------------------------|---------------------|------|-----|------------|---------------------|--------------------------------|--------------------|--------------------------------|-------------------|----------------------------------|
|                                                  |                            |                     |      |     |            |                     |                                |                    |                                |                   |                                  |
|                                                  |                            |                     |      |     |            |                     |                                |                    |                                |                   |                                  |
|                                                  |                            |                     |      |     |            |                     |                                |                    |                                |                   |                                  |
|                                                  |                            |                     |      |     |            |                     |                                |                    |                                |                   |                                  |

Date..... Signature of employer or authorised person.....

## AANHANGSEL J

[Sien klousule 17 (4) en (5)]

## NYWERHEIDSRAAD VIR DIE TEEKAMERS-, RESTOURANT- EN SPYSENIERSBEDRYF

Telefoon: 22-4442/3.

Posbus 6649, Johannesburg.

## REGISTRASIE VAN ALLE WERKNEMERS EN KENNISGEWING VAN ENIGE VERANDERING

Naam en adres van bedryfsinrigting.....

Hierdie vorm moet ten opsigte van alle werknemers ingevul word, en moet besonderhede bevat van die bedryfsinrigtings se hele personeel soos dit was op.....

| Werknemers se familie-naam (ook dié van Bantoes) | Werknemers se voor-naam | Woonadres | Ras | Ge-slag | Beroep | Voltyds/Deeltyds | Loon by indiens-neming/diensbeëindiging | Datum van indiens-neming | Datum van diens-beëindiging | Vorige werkgewer | Vorige onder-vinding in die bedryf |
|--------------------------------------------------|-------------------------|-----------|-----|---------|--------|------------------|-----------------------------------------|--------------------------|-----------------------------|------------------|------------------------------------|
|                                                  |                         |           |     |         |        |                  |                                         |                          |                             |                  |                                    |
|                                                  |                         |           |     |         |        |                  |                                         |                          |                             |                  |                                    |
|                                                  |                         |           |     |         |        |                  |                                         |                          |                             |                  |                                    |
|                                                  |                         |           |     |         |        |                  |                                         |                          |                             |                  |                                    |

Datum..... Handtekening van werkgewer of gemagtigde persoon.....

ANNEXURE K  
CERTIFICATE OF SERVICE

(Re clause 18)

\*I/We,..... carrying on business as..... at..... hereby certify that \*Mr/Mrs/Miss..... was employed by \*me/us from the..... day of..... 19..... to the..... day of..... 19..... in the occupation of..... At the termination of employment \*his/her ordinary rate of pay was R..... per \*week/month.

Date..... Signature of employer or authorised person

\* Delete whichever is inapplicable.

AANHANGSEL K  
DIENSSERTIFIKAAT

(Sien klousule 18)

\*Ek/Ons,..... wat besigheid dryf as..... te..... sertifiseer hierby dat \*mnr./mev./mej..... by \*my/ons in diens was vanaf die..... dag van..... 19..... tot op die..... dag van..... 19..... in die beroep van..... By diensbeëindiging was \*sy/haar gewone loon R..... per \*week/maand.

Datum..... Handtekening van werkgewer of gemagtigde persoon

\* Skrap wat nie van toepassing is nie.

(Re clause 19)

Address.....

| White persons |   | Coloured persons,<br>excluding Asiatics |   | Asiatics |   | Bantu |   | Totals |   | Total<br>number of<br>days worked | Amount due<br>from employees<br>at 3c per day |   | Amount due<br>from employers<br>at 3c per day |   |
|---------------|---|-----------------------------------------|---|----------|---|-------|---|--------|---|-----------------------------------|-----------------------------------------------|---|-----------------------------------------------|---|
| M             | F | M                                       | F | M        | F | M     | F | M      | F |                                   | R                                             | c | R                                             | c |
|               |   |                                         |   |          |   |       |   |        |   |                                   |                                               |   |                                               |   |
|               |   |                                         |   |          |   |       |   |        |   |                                   |                                               |   |                                               |   |
|               |   |                                         |   |          |   |       |   |        |   |                                   |                                               |   |                                               |   |
|               |   |                                         |   |          |   |       |   |        |   |                                   |                                               |   |                                               |   |
|               |   |                                         |   |          |   |       |   |        |   |                                   |                                               |   |                                               |   |
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|               |   |                                         |   |          |   |       |   |        |   |                                   |                                               |   |                                               |   |
|               |   |                                         |   |          |   |       |   |        |   | Total.....                        | R.....                                        |   |                                               |   |

[illegible]

(Sien klousule 19)

Naam van besigheid.....  
Adres.....

| Blankes |   | Gekleurdes,<br>uitgesonderd<br>Asiate |   | Asiate |   | Bantoes |   | Totale |   | Totale<br>getal dae<br>gewerk | Bedrag ver-<br>skuldig deur<br>werknemers teen<br>3c per dag |   | Bedrag ver-<br>skuldig deur<br>werkgever teen<br>3c per dag |   |  |
|---------|---|---------------------------------------|---|--------|---|---------|---|--------|---|-------------------------------|--------------------------------------------------------------|---|-------------------------------------------------------------|---|--|
| M       | V | M                                     | V | M      | V | M       | V | M      | V |                               | R                                                            | c | R                                                           | c |  |
|         |   |                                       |   |        |   |         |   |        |   |                               |                                                              |   |                                                             |   |  |
|         |   |                                       |   |        |   |         |   |        |   |                               |                                                              |   |                                                             |   |  |
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|         |   |                                       |   |        |   |         |   |        |   |                               |                                                              |   |                                                             |   |  |
|         |   |                                       |   |        |   |         |   |        |   |                               |                                                              |   |                                                             |   |  |
|         |   |                                       |   |        |   |         |   |        |   |                               |                                                              |   |                                                             |   |  |
|         |   |                                       |   |        |   |         |   |        |   |                               |                                                              |   |                                                             |   |  |
|         |   |                                       |   |        |   |         |   |        |   | Totaal.....                   | R.....                                                       |   |                                                             |   |  |

[illegible]

No. R. 1012

15 June 1973

**FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941**

**TEAROOM, RESTAURANT AND CATERING  
TRADE, WITWATERSRAND**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Tearoom, Restaurant and Catering Trade, published under Government Notice R. 1011 of 15 June 1973, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 1012

15 Junie 1973

**WET OP FABRIEKE, MASJINERIE EN  
BOUWERK, 1941**

**TEEKAMER-, RESTOURLANT- EN SPYSENIERS-  
BEDRYF, WITWATERSRAND**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Teekamer-, Restourant- en Spyseniersbedryf, gepubliseer by Goewerments-kennisgewing R. 1011 van 15 Junie 1973, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

Use it.

Don't abuse it.

water is for everybody

Werk mooi daarmee.

Ons leef daarvan

Save Time and Money, Use Franking Machines

Spaar Tyd en Geld, Gebruik Frankeermasjiene

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