



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2824 PRICE + 1c GST 20c PRYS + 1c AVB REGULASIEKOERANT No. 2824
Registered at the Post Office as a Newspaper ABROAD 30c BUITELANDS As 'n Nuusblad by die Poskantoor Geregistreer
POST FREE · POSVRY

VOL. 168]

PRETORIA, 29 JUNE 1979
JUNIE

[No. 6555

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 1469 29 June 1979

INDUSTRIAL CONCILIATION ACT, 1956
LIQUOR AND CATERING TRADE (PRETORIA)

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the liquor and Catering Trade, shall be binding, with effect from the first day of the calendar month following the date of publication of this notice and for the period ending 30 June 1983, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (c), 17, 19, 21 and 22 shall be binding, with effect from the first day of the calendar month following the date of publication of this notice and for the period ending 30 June 1983, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the first day of the calendar month following the date of publication of this notice and for the period ending 30 June 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (c), 17, 19, 21 and 22, shall *mutatis mutandis* be binding upon all Blacks employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

12054—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 1469 29 Junie 1979

WET OP NYWERHEIDSVERSOENING, 1956
DRANK- EN SPYSENIERSBEDRYF (PRETORIA)

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Drank- en Spyseniërsbedryf betrekking het, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (c), 17, 19, 21 en 22, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (c), 17, 19, 21 en 22, met ingang van die eerste dag van die kalendermaand wat volg op die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1983 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

6555—1

SCHEDULE
INDUSTRIAL COUNCIL FOR THE LIQUOR AND
CATERING TRADE (PRETORIA)
AGREEMENT

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

Hotel Association of Pretoria

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

Pretoria Liquor and Catering Trade Employees' Union

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being the parties to the Industrial Council for the Liquor and Catering Trade (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of Pretoria (excluding the farm Geelbeksley 345 and that portion of the Magisterial District of Pretoria which was transferred from the Magisterial District of Bronkhorstspuit in terms of Government Notice 91 of 11 January 1946) and Wonderboom.

(2) Notwithstanding the provisions of subclause (1), the provisions of this Agreement shall only apply to employees for whom wages are prescribed in clause 4 and to the employers of such employees.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 (1) of the Act, and shall remain in force for four years or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendments of 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, 1956;

"barman" means an employee engaged in the sale of liquor over the counter or from the bar of an establishment and includes a barmaid;

"barman, Class A," means a barman who has had not less than four years' experience as a barman;

"barman, Class B," means a barman who has had three years' experience or more but less than four years' experience as a barman;

"barman, Class C," means a barman who has had two years' experience or more but less than three years' experience as a barman;

"barman trainee" means a barman who has had less than two years' experience as a barman;

"board" means meals which fall within the working hours of an employee which is normally two meals per day;

"casual employee" means an employee who is employed by the same employer on not more than three days in any week or who is temporarily employed in the Liquor and Catering Trade in or in connection with a business carried on under a temporary or a sports ground liquor licence;

"clerical employee" means an employee engaged in writing, typing or any other form of clerical work and includes a reception clerk, a despatch clerk and a cashier;

"clerical employee, qualified," means a clerical employee who has had not less than one year's experience;

"clerical employee, unqualified," means a clerical employee who has had less than one year's experience;

"cook" means an employee engaged in any operation in the cooking of food and includes a chef;

"cook, qualified," means an employee who has had three or more years' experience as a cook;

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

"Council" means the Industrial Council for the Liquor and Catering Trade (Pretoria) registered in terms of section 19 of the Act;

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN
SPYSENIERSBEDRYF (PRETORIA)

OOREENKOMS

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

Hotel Association of Pretoria

(hierna die "werkgevers" of die "werkgeversorganisasie" genoem), aan die een kant, en die

Pretoria Liquor and Catering Trade Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Drank- en Spyseniersbedryf (Pretoria).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word in die Drank- en Spyseniersbedryf—

(a) deur al die werkgevers wat lede van die werkgevers-organisasie is en deur al die werknemers wat lede van die vakvereniging is;

(b) in die landdrosdistrik Pretoria (uitgesonderd die plaas Geelbeksley 345 en daardie gedeelte van die landdrosdistrik Pretoria wat ingevolge Goewermentskennisgewing 91 van 11 Januarie 1946 vanaf die landdrosdistrik Bronkhorstspuit oorgeplaas is) en Wonderboom.

(2) Ondanks subklousule (1), is dié Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word en op die werkgevers van dié werknemers.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister kragtens artikel 48 (1) van die Wet voorgeskryf word en bly vier jaar van krag of vir dié tydperk wat deur hom bepaal word.

3. WOORDOMSKRYWING

Alle uitdrukkings in hierdie Ooreenkoms wat omskryf is in die Wet op Nywerheidsversoening, 1956, het dieselfde betekenis as in dié Wet, elke verwysing na 'n wet omvat alle wysigings van so 'n wet en tensy die teendeel blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"kroegman" 'n werknemer wat drank oor die toonbank of uit die kroeg van 'n bedryfsinrigting verkoop en omvat dit 'n kroegmeisie;

"kroegman, klas A," 'n kroegman met minstens vier jaar ondervinding as kroegman;

"kroegman, klas B," 'n kroegman met drie jaar of langer maar minder as vier jaar ondervinding as kroegman;

"kroegman, klas C," 'n kroegman met twee jaar of langer maar minder as drie jaar ondervinding as kroegman;

"kroegmankwekeling" 'n kroegman met minder as twee jaar ondervinding as kroegman;

"kos" etes wat binne die werkure van 'n werknemer val, wat gewoonlik twee etes per dag beteken;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week deur dieselfde werkgever in diens geneem word of wat tydelik in diens is in die Drank- en Spyseniersbedryf in of in verband met 'n besigheid wat gedryf word onder 'n tydelike of 'n sportgronde-dranklisensie;

"klerk" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en omvat dit ook 'n ontvangsklerk, 'n versendingsklerk en 'n kassier;

"klerk, gekwalifiseer," 'n klerk met minstens een jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as een jaar ondervinding;

"kok" 'n werknemer wat enige werk in verband met die kook van kos verrig, en omvat dit ook 'n sjef;

"kok, gekwalifiseer," 'n werknemer met drie of meer as drie jaar ondervinding as kok;

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

"Raad" die Nywerheidsraad vir die Drank- en Spyseniersbedryf (Pretoria) geregistreer ingevolge artikel 19 van die Wet;

"delivery employee" means an employee who is engaged in delivering or conveying letters, messages or goods by means of a motor driven or assisted bicycle with an engine capacity not exceeding 125 cm³, a bicycle or on foot;

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

"experience" means the total period of employment an employee has had in the particular occupation in the Liquor and Catering Trade in which he is employed. Where employees have undergone approved training schemes, the credit obtained at those training schemes shall be deemed to be equivalent to a period of employment in the Liquor and Catering Trade. The graduates of the Hotel School run by the Hotel Board shall receive the following credits:

Waiters and stewards

(i) A "C" pass shall be deemed to be three months of employment;

(ii) a "B" pass shall be deemed to be six months of employment;

(iii) an "A" pass shall be deemed to be nine months of employment;

Cooks

(i) a "C" pass shall be deemed to be six months of employment;

(ii) a "B" pass shall be deemed to be twelve months of employment;

(iii) an "A" pass shall be deemed to be eighteen months of employment;

"general services employee, male," means an employee engaged in one or more of the following operations:

(a) Carrying foodstuffs or utensils, or other items;

(b) cleaning premises, furniture, vehicles, utensils or footwear;

(c) making or maintaining fires and/or removing refuse and making beds;

(d) plucking poultry, cleaning fish, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, making tea, coffee, cocoa and similar beverages, cooking rations for employees;

(e) tending animals and/or poultry;

(f) pushing or pulling any manually propelled vehicles, driving any goods or service lifts;

(g) gardening work, rolling and marking tennis courts, tending bowling greens and swimming pools;

(h) carrying or guarding luggage or parcels;

(i) packing and sorting bottles or other articles, removing bottles and boxes from the bar and/or off-sales, washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment, delivering liquor to customers for consumption off the premises, and generally assisting a motor vehicle driver;

(j) cloak-room attendant;

(k) gatekeeper;

(l) billiard marker; and

(m) handyman (excluding duties normally carried out by an artisan);

"general services employees, female," means an employee engaged in one or more of the following operations:

(a) Carrying foodstuffs or utensils or other items;

(b) cleaning premises, furniture, vehicles, utensils or footwear;

(c) making or maintaining fires and/or removing refuse;

(d) plucking poultry, cleaning fish, peeling and/or cutting up fruit or vegetables, cooking eggs, making toast, tea, coffee, cocoa and similar beverages, cooking rations for employees;

(e) dusting or tidying guests bedrooms, living-rooms or other parts of an establishment, making beds and assisting in the receipt and/or mending of household linen, handling linen and laundry and performing laundry work;

(f) cloak-room attendant;

"guest" does not include the employer or any member of his family or any person employed in the establishment;

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

"head cook" means an employee who is placed in charge of and supervises one or more other chefs or cooks and who is responsible for the efficient performance of their duties by such chefs or cooks and any other employee employed in or in connection with the kitchen or kitchens under his control;

"besteller" 'n werknemer wat briewe, boodskappe of goedere aflewer of vervoer deur middel van 'n motoraangedrewe of kragfiets met 'n enjinkapasiteit van hoogstens 125 cm³, of 'n fiets of te voet;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Drank- en Spyseniersbedryf in diens is;

"ondervinding" die totale dienstyd van 'n werknemer in die besondere beroep in die Drank- en Spyseniersbedryf waarin hy werksaam is. Waar werknemers goedgekeurde opleiding-skemas deurloop het, word die krediet wat aan dié opleiding-skemas behaal is gelyk geag aan 'n dienstyd in die Drank- en Spyseniersbedryf. Afgestudeerdes van die Hotelskool onder bestuur van die Hotelraad ontvang die volgende krediete:

Kelners en tafelbediendes:

(i) 'n "C"-slaagpunt word geag drie maande diens te wees;

(ii) 'n "B"-slaagpunt word geag ses maande diens te wees;

(iii) 'n "A"-slaagpunt word geag nege maande diens te wees.

Kokke:

(i) 'n "C"-slaagpunt word geag ses maande diens te wees;

(ii) 'n "B"-slaagpunt word geag 12 maande diens te wees;

(iii) 'n "A"-slaagpunt word geag 18 maande diens te wees;

"algemenedienstewerknemer man," 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig:

(a) Voedsel of gerei of ander goed dra;

(b) persele, meubels, voertuie, gerei of skoeisel skoonmaak;

(c) vure maak of aan die gang hou en/of vuilgoed verwyder en beddens opmaak;

(d) pluimvee pluk, vis skoonmaak, vrugte of groente skil en/of stukkend sny, eiers kook, roosterbrood maak, tee, koffie, kakao en dergelike drankke maak, rantsone vir werknemers gaarmaak;

(e) diere en/of pluimvee versorg;

(f) enige handvoertuig stoot of trek; enige goedere- of dienshyfers bedien;

(g) tuinwerk, tennisbane rol en merk, rolbalbane en swembaddens versorg;

(h) bagasie of pakkette dra of bewaak;

(i) bottels of ander artikels verpak en sorteer, bottels en dose uit die kroeg en/of buiteverkoopsafdeling verwyder, glase was, vloere, toonbanke, rakke, meubels of ander uitrusting vee en/of skoonmaak, drank aan klante aflewer vir verbruik buite die perseel, en 'n motorvoertuigdrywer in die algemeen bysteen; en

(j) kleedkamerbediende;

(k) hekweg;

(l) biljarttellinghouer;

(m) Faktotum (uitgesonderd die pligte wat normaalweg deur 'n ambagsman verrig word;

"algemenedienstewerknemer, vrou," 'n werknemer wat een of meer van ondergenoemde werksaamhede verrig:

(a) Voedsel of gerei of ander goed dra;

(b) persele, meubels, voertuie, gerei of skoeisel skoonmaak;

(c) vure maak of aan die gang hou en/of vuilgoed verwyder;

(d) pluimvee pluk, vis skoonmaak, vrugte of groente skil en/of stukkend sny, eiers kook, roosterbrood maak, tee, koffie, kakao en dergelike drankke maak, rantsone vir werknemers gaarmaak;

(e) gaste se slaapkamers, woonkamers of ander dele van 'n bedryfsinrigting afstof of aan die kant maak, beddens opmaak en help met die ontvang en/of heelmaak van huishoudelike linnegoed, linnegoed en wasgoed hanteer en wasserywerk doen;

(f) kleedkamerbediende;

"gas" nie ook die werkgewer of enige lid van sy gesin of enigiemand wat in die bedryfsinrigting in diens is nie;

"hoofkroegman" 'n werknemer wat in bevel geplaas is van en toesig hou oor een of meer ander kroegmanne en wat verantwoordelik is vir die doeltreffende uitvoering van hul pligte deur sodanige kroegmanne en enige ander werknemer in diens in of in verband met die kroeg of kroeg onder sy beheer;

"hoofkok" 'n werknemer wat in bevel geplaas is van en toesig hou oor een of meer ander sjefs of kokke en wat verantwoordelik is vir die doeltreffende uitvoering van hul pligte deur sodanige sjefs of kokke en enige ander werknemer in diens in of in verband met die kombuis of kombuise onder sy beheer;

"housekeeper" means an employee who is placed in charge of and supervises one or more housekeeper's assistants and is responsible for the efficient performance of their duties by such housekeeper's assistants and any other employee employed in or in connection with the establishment or portion of the establishment under her control. The duties of a housekeeper to include carrying out the duties of a housekeeper's assistant;

"housekeeper assistant" means a female employee engaged, under the general supervision of the "housekeeper" in supervising in the kitchen and/or in the bedrooms and/or issuing stores and linen and is responsible for the receiving, storing, handling, repairing and/or laundering of such linen;

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

"hourly wage" means the weekly wage, in the case of—

- a barman, divided by 238;
- a clerical employee, divided by 225;
- other employees, divided by 247;

"Liquor and Catering Trade" means the trade carried on by employers and their employees when conducting, whether temporarily or permanently, the business of catering, hotels or of bars, if liquor is supplied in connection with such business and the supply thereof is carried on in terms of a licence under the provisions of the Liquor Act, 1977, or a bar licence held under the Liquor Act, 1928, but does not include the trade carried on by an employer in a restaurant, a refreshment room or a tearoom in respect of which he is required to hold a licence under Item 37 of Schedule I to the Licences Ordinance, 1974, whether or not such employer is also the holder of a liquor licence under the Liquor Act, 1977, permitting the supply of liquor in his restaurant, refreshment room or tearoom;

"lodging" means accommodation supplied to persons who are employed in any capacity in an establishment;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive or any period during which he is not actively engaged in driving a vehicle and may be required to perform other duties by the establishment;

"off-sales assistant" means an employee who is engaged in the sale of liquor for consumption off the premises of the establishment;

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

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

"page" means an employee engaged wholly or mainly in carrying or receiving messages or letters and/or running errands and/or carrying guests' luggage and who may operate a telephone switch-board and drive a passenger lift;

"part-time employee" means an employee (other than a casual employee) who is employed for not more than six hours in the aggregate in any one day;

"porter" means a male employee engaged in meeting trains and other conveyances, conveying guests and their luggage to and from an establishment, receiving, delivering and attending to messages, answering bells and telephones, attending to the requirements of guests, and who may operate a telephone switch-board and drive a passenger lift;

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

"rates" include overtime, and board and/or lodging;

"spread-over" means the period in any one day from the time when an employee begins work to the time when he finishes work for that day, and shall not exceed 15 hours; for the purposes of this definition "day" means any period of 24 hours;

"steward" means an employee engaged in carrying refreshments to guests and who may also drive passenger lifts, carry or guard luggage or parcels, receive messages or run errands;

"steward, qualified," means an employee who has had one or more years' experience as a steward;

"steward, unqualified," means an employee who has had less than one year's experience as a steward;

"switch-board operator" means an employee mainly engaged in operating a telephone switch-board and doing related clerical work;

"huishoudster" 'n werknemer wat in bevel geplaas is van en toesig hou oor een of meer ander huishoudsters en wat verantwoordelik is vir die doeltreffende uitvoering van hul pligte deur sodanige huishoudsters en enige ander werknemer in diens in of in verband met die bedryfsinrigting of gedeelte van die bedryfsinrigting onder haar beheer. Die pligte van 'n huishoudster sluit ook die pligte van 'n assistent-huishoudster in;

"huishoudster se assistent" 'n vroulike werknemer wat, onder die algemene toesig van die huishoudster, toesig hou oor die kombuis en/of slaapkamers en/of die uitreiking van voorrade en linnegoed en wat verantwoordelik is vir die ontvang, wegbêre, hanteer, heelmaak en/of was en stryk van sulke linnegoed;

"hoofkelner" 'n manlike werknemer wat in bevel geplaas is van en toesig hou oor ander kelnere en wat verantwoordelik is vir die doeltreffende uitvoering deur hulle van hul pligte;

"uurloon" die weekloon, in die geval van—

- 'n kroegman, gedeel deur 238;
- 'n klerk gedeel deur 225;
- ander werknemers, gedeel deur 247;

"Drank- en Spyseniersbedryf" die bedryf wat deur werkgewers en hul werknemers uitgeoefen word as hulle tydelik of permanent die besigheid dryf van verversings verskaf of spyseniershotelle of kroë bestuur, as drank in verband met so 'n besigheid verskaf word en die verskaffing daarvan geskied kragtens 'n lisensie ooreenkomstig die Drankwet, 1977, of ingevolge 'n kroeglisensie uitgereik kragtens die Drankwet, 1928, maar uitgesonderd die bedryf wat deur 'n werkgewer uitgeoefen word in 'n restaurant, verversings- of teekamer ten opsigte waarvan hy verplig is om 'n lisensie ingevolge Item 37 van die Eerste Bylae van die Ordonnansie op Lisensies, 1974 te hou afgesien daarvan of so 'n werkgewer ook die houer is of nie van 'n dranklisensie ingevolge die Drankwet, 1977, wat die verskaffing van drank in sy restaurant, verversings- of teekamer toelaat;

"inwoning" huisvesting wat verskaf word aan persone wat in enige hoedanigheid in 'n bedryfsinrigting in diens is;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tydperke wat daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die motorvoertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly gereed om te dryf of tydperke wat hy nie aktief besig is om 'n voertuig te dryf nie en daar van hom vereis kan word om ander pligte in die bedryfsinrigting te verrig;

"buiteverkoopsassistent" 'n werknemer wat drank verkoop vir verbruik buite die perseel van die bedryfsinrigting;

"buiteverkoopsassistent, gekwalifiseer," 'n buiteverkoopsassistent met minstens vier jaar ondervinding;

"buiteverkoopsassistent, ongekwalifiseer," 'n buiteverkoopsassistent met minder as vier jaar ondervinding;

"hoteljoggie" 'n werknemer wat voltyds of hoofsaaklik boodskappe of briewe dra of ontvang en/of gestuur kan word en/of gaste se bagasie dra en wat 'n telefoonskakelbord en 'n passasiershyser kan bedien;

"deeltydse werknemer" 'n werknemer (uitgesonderd 'n los werknemer) wat hoogstens ses uur altesaam op 'n bepaalde dag in diens is;

"portier" 'n manlike werknemer wat treine en ander voermiddels inwag, gaste en hul bagasie na en van 'n bedryfsinrigting vervoer, boodskappe ontvang, aflewer en aandaag daaraan skenk, klokkes en telefone beantwoord, aan die behoeftes van gaste aandaag skenk en wat 'n telefoonskakelbord en 'n passasiershyser kan bedien;

"kwartaal" in 'n jaar 'n driemaandelikse tydperk wat op die eerste dag van Januarie, April, Julie of Oktober begin;

"tariewe" ook oortydwerk, en kos en/of inwoning;

"werkdagbestek" die tydperk op 'n bepaalde dag vanaf die tyd wanneer 'n werknemer begin werk tot die tyd wanneer hy ophou om daardie dag te werk, en mag dit hoogstens 15 uur wees; vir die toepassing van dié omskrywing beteken "dag" enige tydperk van 24 uur;

"kelner" 'n werknemer wat verversings na gaste toe aandra en wat ook passasiershysers kan bedien, bagasie of pakkette dra of bewaak, boodskappe ontvang of boodskappe dra;

"kelner, gekwalifiseer," 'n werknemer met minstens een jaar ondervinding as kelner;

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

"telefoonskakelbordoperateur" 'n werknemer wat hoofsaaklik 'n telefoonskakelbord bedien en verwante klerklike werk verrig;

"wage" means the wage laid down in clause 4 of the Agreement before any deductions permitted in clauses 5 and 13 (3) of this Agreement are made, payable in money to an employee, in respect of the ordinary hours of work as laid down in clause 8;

"waiter" means an employee who is engaged in setting or cleaning tables, serving meals or refreshments to guests, checking cutlery and/or crockery, making salads, sandwiches, toast, tea or similar beverages, and accepting payments from guests for goods, meals or refreshments supplied, and marking billiards;

"waiter, qualified," means an employee who has had one or more years' experience as a waiter;

"waiter, unqualified," means an employee who has had less than one year's experience as a waiter.

4. WAGES

(1) Subject to the provisions of subclause (2) no employer shall pay to the classes of employees specified hereunder less than the minimum wages prescribed in subclause (6) (a), (b) and (c) and no such employee shall accept wages less than those so prescribed.

(2) (a) Every employer shall pay to all barmen, waiters, cooks, stewards and off-sales assistants, the wages prescribed hereunder for barmen, waiters, cooks, stewards and off-sales assistants: Provided that an employer may submit to the Secretary of the Council a statement in which he nominates the employees falling within such classes whom he desires to be regarded for the purpose of clause 7, as barmen, Classes A, B, C and trainees, waiters, stewards, cooks and off-sales assistants, respectively.

The appointed agent/representative of the Council shall confirm such classification of all barmen with a suitable entry/endorsement on the barman's trade union membership card or such card as issued by the Council.

(b) Every employee shall be entitled to receive meals which fall within his working hours for which a deduction shall be made in terms of clause 5. A part-time or a casual employee shall be entitled to receive meals which fall within his working hours. Where such meals are provided, 30c per meal shall be deducted from the prescribed wage.

(3) An employee who is paid by the week shall be paid not less than 3/13ths of the monthly wage prescribed for his class.

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

(a) a wage higher than that of his own class; or

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

is prescribed in subclause (6) (a), (b) and (c), shall pay to such employee in respect of that day—

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

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated on the monthly rate applicable to qualified employees of the higher class:

Provided that—

(i) this subclause shall not apply to a cook, barman or waiter who performs the work of a head chef, head barman or head waiter, respectively, during the latter's absence on time-off granted in terms of clause 8;

(ii) unless expressly provided to the contrary in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to prevent an employer from requiring an employee to perform the work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(5) Nothing in this Agreement shall operate to reduce the wage which is being paid to an employee at the date on which this Agreement comes into operation.

"loon" die loon vasgestel in klousule 4 van die Ooreenkoms voor aftrekkings wat toegelaat word kragtens klousules 5 en 13 (3) van hierdie Ooreenkoms, betaalbaar in geld aan 'n werknemer ten opsigte van die gewone werkure soos in klousule 8 bepaal;

"tafelbediende" 'n werknemer wat tafels dek of afdek, etes of verversings aan gaste bedien, tafelgereedskap en/of breekgoed nagaan, slaai, toebröodjies, roosterbrood, tee of dergelike drank maak en betaling van gaste aanneem vir goedere, etes of verversings wat gelewer is, en biljarttelling hou;

"tafelbediende, gekwalifiseer," 'n werknemer met een of meer jaar ondervinding as tafelbediende;

"tafelbediende, ongekwalifiseer," 'n werknemer met minder as een jaar ondervinding as tafelbediende.

4. LONE

(1) Behoudens subklousule (2), mag geen werkgewer aan die klasse werknemers hieronder gespesifiseer, minder as die minimum lone betaal wat in subklousule (6) (a), (b) en (c) voorgeskryf word nie, en mag geen sodanige werknemer 'n lone aanneem wat minder is as dié wat aldus voorgeskryf is nie.

(2) (a) Elke werkgewer moet aan alle kroegmanne, tafelbediendes, kokke, kelners en buiteverkoopsassistentes die lone betaal wat hieronder vir kroegmanne, tafelbediendes, kokke, kelners en buiteverkoopsassistentes voorgeskryf word: Met dien verstande dat 'n werkgewer aan die Sekretaris van die Raad 'n staat kan voorlê waarin hy die werknemers benoem wat in dié klasse val wat hy vir die doel van klousule 7 onderskeidelik as kroegmanne, klasse A, B en C en kwekelinge, tafelbediendes, kelners, kokke en buiteverkoopsassistentes beskou wil hê.

Die aangestelde agent/vertegenwoordiger van die Raad moet sodanige indeling van alle kroegmanne bevestig met 'n gepaste inskrywing/endorsement op die kroegman se vakverenigingslidmaatskapkaart of op sodanige kaart as wat deur die Raad uitgereik word.

(b) Elke werknemer is geregtig op etes wat binne sy werkure val, waarvoor 'n bedrag ingevolge klousule 5 afgetrek moet word. 'n Deeltydse of 'n los werknemer is geregtig op etes wat binne sy werkure val. Waar sulke etes verskaf word, moet 30c per ete van die voorgeskrewe lone afgetrek word.

(3) 'n Werknemer wat per week betaal word, moet minstens uur op 'n dag, of benewens sy eie werk of in die plek 3/13des van die maandloon betaal word wat vir sy klas

(4) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een daarvan, werk van 'n ander klas te verrig waarvoor of—voorgeskryf is.

(a) 'n lone wat hoër is as dié van sy eie klas; of

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

in subklousule (6) (a), (b) en (c) voorgeskryf word, moet aan sodanige werknemer ten opsigte van daardie dag betaal—

(i) in die geval in paragraaf (a) bedoel, minstens die dagloon bereken teen die hoër maandloon; en

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken teen die maandloon wat van toepassing is op gekwalifiseerde werknemers van die hoër klas:

Met dien verstande dat—

(i) hierdie subklousule nie van toepassing is nie op 'n kok, kroegman of tafelbediende wat onderskeidelik die werk van 'n hoofsjef, hoofkroegman of hooftafelbediende verrig tydens laasgenoemde se diensvry tyd wat ingevolge klousule 8 toegestaan word;

(ii) tensy daar in 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal word, niks in hierdie Ooreenkoms so uitgelê mag word nie dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer lone voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is.

(5) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat dit die lone wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms van krag word, verminder nie.

(6) (a) Employees other than casual or part-time employees:

(6) (a) Werknemers, uitgesonderd los of deeltydse werknemers:

Wages per month:

Lone per maand:

Class of employee	During first six months of agreement	During second six months of agreement	During second year of agreement	During third year of agreement	Thereafter
	R	R	R	R	R
Head cook.....	151,50	160,00	171,00	183,00	196,00
Cook, qualified.....	131,50	135,00	144,50	155,00	166,00
Cook, unqualified:					
First year of experience.....	94,50	103,00	110,00	118,00	126,00
Second year of experience.....	102,00	110,00	118,00	126,00	135,00
Third year of experience.....	113,00	118,00	126,00	135,00	144,50
(Thereafter the wages for a qualified cook)					
Steward, qualified.....	92,50	102,00	109,00	116,50	125,00
Steward, unqualified:					
First year of experience.....	81,50	95,00	102,00	109,00	116,50
(Thereafter the wages for a qualified steward)					
Head barman.....	334,00	375,00	401,00	429,00	459,00
Barman:					
Class A.....	279,00	300,00	321,00	343,00	367,00
Class B.....	234,00	260,00	278,00	297,00	318,00
Class C.....	174,00	200,00	214,00	229,00	245,00
Trainee, second year.....	150,00	160,00	171,00	183,00	196,00
Trainee, first year.....	100,00	110,00	118,00	126,00	135,00
Clerical employee:					
Qualified.....	151,50	200,00	214,00	229,00	245,00
Unqualified.....	106,50	125,00	134,00	143,50	153,50
Housekeeper.....	129,00	140,00	150,00	160,50	172,00
Housekeeper's assistant.....	81,50	90,00	96,00	103,00	110,00
Head waiter.....	106,00	118,00	126,00	135,00	144,50
Waiter, qualified.....	98,50	109,00	116,50	125,00	134,00
Waiter, unqualified:					
First year of experience.....	87,50	102,00	109,00	116,50	125,00
(Thereafter the wages for a qualified waiter)					
Switch-board operator.....	95,00	105,00	112,00	120,00	128,00
Page.....	81,50	93,50	99,50	106,50	114,00
Porter.....	86,25	99,50	106,50	114,00	122,00
General Services Employee, male:					
During the first year of employment with the same employer.....	81,50	93,50	99,50	106,50	114,00
Thereafter, with the same employer.....	87,50	99,50	106,00	113,50	121,50
General Services employee, female:					
During the first year of employment with the same employer.....	68,50	74,50	79,50	84,50	90,50
Thereafter, with the same employer.....	72,75	79,50	85,00	91,00	97,50
Off-sales assistant, qualified.....	215,00	232,00	248,00	265,00	284,00
Off-sales assistant, unqualified:					
First year of experience.....	118,00	128,00	137,00	146,50	157,00
Second year of experience.....	139,50	151,00	162,00	173,00	185,50
Third year of experience.....	161,00	174,00	186,00	199,00	213,00
Fourth year of experience.....	182,50	197,00	211,00	226,00	242,00
(Thereafter the wages for a qualified off-sales assistant)					
Delivery employee.....	96,50	105,00	112,00	120,00	128,00
Motor vehicle driver.....	118,00	128,00	137,00	146,50	157,00

Klas werknemer	Gedurende eerste ses maande van die ooreenkoms	Gedurende tweede ses maande van die ooreenkoms	Gedurende tweede jaar van die ooreenkoms	Gedurende derde jaar van die ooreenkoms	Daarna
	R	R	R	R	R
Hoofkok.....	151,50	160,00	171,00	183,00	196,00
Kok, gekwalifiseer.....	131,50	135,00	144,50	155,00	166,00
Kok, ongekwalifiseer:					
Eerste jaar ondervinding.....	94,50	103,00	110,00	118,00	126,00
Tweede jaar ondervinding.....	102,00	110,00	118,00	126,00	135,00
Derde jaar ondervinding.....	113,00	118,00	126,00	135,00	144,50
(Daarna die loon vir 'n gekwalifiseerde kok)					
Kelner, gekwalifiseer.....	92,50	102,00	109,00	116,50	125,00
Kelner, ongekwalifiseer:					
Eerste jaar ondervinding.....	81,50	95,00	102,00	109,00	116,50
(Daarna die loon vir 'n gekwalifiseerde kelner)					
Hoofkroegman.....	334,00	375,00	401,00	429,00	459,00
Kroegman:					
Klas A.....	279,00	300,00	321,00	343,00	367,00
Klas B.....	234,00	260,00	278,00	297,00	318,00
Klas C.....	174,00	200,00	214,00	229,00	245,00
Kwekeling, tweede jaar.....	150,00	160,00	171,00	183,00	196,00
Kwekeling, eerste jaar.....	100,00	110,00	118,00	126,00	135,00

Klas werknemer	Gedurende eerste ses maande van die ooreenkoms	Gedurende tweede ses maande van die ooreenkoms	Gedurende tweede jaar van die ooreenkoms	Gedurende derde jaar van die ooreenkoms	Daarna
	R	R	R	R	R
Klerk:					
Gekwalifiseer.....	151,50	200,00	214,00	229,00	245,00
Ongekwalifiseer.....	106,50	125,00	134,00	143,50	153,50
Huishoudster.....	129,00	140,00	150,00	160,50	172,00
Huishoudster se assistent.....	81,50	90,00	96,00	103,00	110,00
Hoofkelder.....	106,00	118,00	126,00	135,00	144,50
Tafelbediende, gekwalifiseer.....	98,50	109,00	116,50	125,00	134,00
Tafelbediende, ongekwalifiseer:					
Eerste jaar ondervinding.....	87,50	102,00	109,00	116,50	125,00
(Daarna die loon van 'n gekwalifiseerde tafelbediende)					
Skakelbord-operateur.....	95,00	105,00	112,00	120,00	128,00
Hoteljoggie.....	81,50	93,50	99,50	106,50	114,00
Portier.....	86,25	99,50	106,50	114,00	122,00
Algemene dienste werknemer, man:					
Gedurende eerste jaar diens by dieselfde werkgever	81,50	93,50	99,50	106,50	114,00
Daarna, by dieselfde werkgever.....	87,50	99,50	106,00	113,50	121,50
Algemene dienste werknemer, vrou:					
Gedurende eerste jaar diens by dieselfde werkgever	68,50	74,50	79,50	84,50	90,50
Daarna, by dieselfde werkgever.....	72,75	79,50	85,00	91,00	97,50
Buiteverkoopsassistent, gekwalifiseer.....	215,00	232,00	248,00	265,00	284,00
Buiteverkoopsassistent, ongekwalifiseer:					
Eerste jaar ondervinding.....	118,00	128,00	137,00	146,50	157,00
Tweede jaar ondervinding.....	139,50	151,00	162,00	173,00	185,50
Derde jaar ondervinding.....	161,00	174,00	186,00	199,00	213,00
Vierde jaar ondervinding.....	182,50	197,00	211,00	226,00	242,00
(Daarna die loon vir 'n gekwalifiseerde buiteverkoopsassistent)					
Besteller.....	96,50	105,00	112,00	120,00	128,00
Motorvoertuigdrywer.....	118,00	128,00	137,00	146,50	157,00

(b) *Part-time employees.*—Part-time employees to receive 1/25th of the monthly wages prescribed in clause 4 (6) (a) above, for each day or part of a day.

(c) Casual employees (including those employed at performances or functions for which a sports ground or temporary liquor licence is held):

Casual employees to receive 1/240th of the monthly wages prescribed in Clause 4 (6) (a) above, for each hour or part of an hour with a minimum of 4 hours per day.

5. PAYMENT OF WAGES AND RATES

(1) Wages and any other remuneration due shall be paid in cash monthly, or if an employer and an employee mutually agree, weekly or on termination of employment if this takes place before the ordinary pay-day of the employee.

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

(3) No employee shall be required to purchase goods from his employer.

(4) An employer shall not levy fines of any kind against his employee nor shall he make any deduction from an employee's remuneration other than the following:

(a) Except where otherwise provided in this Agreement, [Clauses 12 and 13 (3)] whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of absence and calculated on the basis of the wage such employee was receiving in respect of his ordinary hours of work at the time thereof;

(b) with the written consent of the employee, deductions for holiday, sick insurance or pension funds;

(c) with the written consent of the employee, contributions to the funds of the trade union in terms of clause 21 of this Agreement;

(d) levies in terms of clause 15 of this Agreement;

(e) any amount which an employer is legally, or by order of any competent court required or permitted to deduct;

(f) contributions to the Hotel Pension Fund in terms of clause 24;

(g) *Deductions for board and/or lodging.*—Where an employee (other than a casual employee) agrees or in terms of the Black (Urban Areas) Consolidation Act, 1945, or the Black Labour Act, 1964, is required to accept board and/or

(b) *Deeltydse werknemers.*—Deeltydse werknemers moet 1/25ste van die maandloon voorgeskryf in klousule 4 (6) (a) ontvang, vir elke dag of gedeelte van 'n dag.

(c) Los werknemers (met inbegrip van sodanige werknemers wat in diens is by vertonings of funksies ten opsigte waarvan 'n sportgrond of tydelike dranklisensie gehou word):

Los werknemers moet 1/240ste van die maandloon voorgeskryf in klousule 4 (6) (a) ontvang, vir elke uur of gedeelte van 'n uur met 'n minimum van 4 uur per dag.

5. BETALING VAN LONE EN TARIWE

(1) Lone en enige ander besoldiging wat verskuldig is, moet maandeliks in kontant betaal word of, by onderlinge ooreenkoms tussen 'n werkgever en 'n werknemer, weekliks of by diensbeëindiging indien dit voor die gebruikelike betaaldag van die werknemer plaasvind.

(2) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n opleidingskema waartoe die werkgever regtens moet bydra nie.

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

(4) 'n Werkgever mag sy werknemer geen boetes van enige aard op lê of enige bedrag van 'n werknemer se besoldiging aftrek nie behalwe die volgende:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, [Klousules 12 en 13 (3)] wanneer 'n werknemer van sy werk afwesig is behalwe op las of op versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van afwesigheid en bereken op grondslag van die loon wat dié werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(b) met die skriftelike toestemming van die werknemer, bedrae vir vakansie-, siekte-, versekerings- of pensioenfondse;

(c) met die skriftelike toestemming van die werknemer, bydraes tot die fondse van die vakvereniging ingevolge klousule 21 van hierdie Ooreenkoms;

(d) heffings ingevolge klousule 15 van hierdie Ooreenkoms;

(e) enige bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(f) bydraes tot die Hotelpensioenfondse ingevolge klousule 24;

(g) bedrae vir kos en/of inwoning.—Waar 'n werknemer (uitgesonderd 'n los werknemer) toestem of/daar ingevolge die Swart (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Swart Arbeid, 1964, van hom vereis word om kos en/of

lodging from his employer a deduction may be made from his remuneration not exceeding the amounts specified hereunder:

Deductions per month:

inwoning van sy werkgever aan te neem, kan 'n bedrag van hoogstens die bedrae hieronder uiteengesit van sy besoldiging afgetrek word:

Aftrakkings per maand:

	During first six months of agreement	During second six months of agreement	During second year of agreement	During third year of agreement	Thereafter
	R	R	R	R	R
Page, general services:					
Employees, males/females:					
(i) Board.....	18,00	18,00	20,00	22,00	24,00
(ii) Lodging.....	10,00	10,00	10,00	10,00	11,00
All other employees:					
(i) Board.....	23,00	23,00	25,00	27,50	30,00
(ii) Lodging.....	—	—	—	—	—

	Gedurende eerste ses maande van die ooreenkoms	Gedurende tweede ses maande van die ooreenkoms	Gedurende tweede jaar van die ooreenkoms	Gedurende derde jaar van die ooreenkoms	Daarna
	R	R	R	R	R
Hoteljoggie, algemene dienste:					
Werknemers, mans/vroue:					
(i) Ete.....	18,00	18,00	20,00	22,00	24,00
(ii) Losies.....	10,00	10,00	10,00	10,00	11,00
Alle ander werknemers:					
(i) Ete.....	23,00	23,00	25,00	27,50	30,00
(ii) Losies.....	—	—	—	—	—

Provided that—

(i) the deduction in terms of this clause shall not include the supply of board or lodging to an employee's dependants. The supply of board and/or lodging to an employee's dependants shall be the subject of a written agreement between the employer and the employee.

(ii) no deduction for meals shall be made when assessing the amount payable for, or in lieu of annual leave (clause 10), sick leave (clause 12) and in lieu of notice to terminate employment (clause 13);

(iii) it shall not be construed that a deduction may not be made when an employee agrees to accept board and/or lodging and does not avail himself thereof.

6. UNIFORMS

Where an employee is required to wear special uniform, the employer shall supply it free of charge, and it shall remain the property of the employer.

7. PROPORTION AND RATIO OF EMPLOYEES

(1) (a) There shall be employed in each establishment one barman, Class A, before a barman, Class B, may be employed. A barman, Class B, shall be employed before a barman, Class C, may be employed. A trainee barman may be employed for each barman, Class A or B or C, in the employ of the establishment: Provided that in the discretion of the Council, exemption in terms of clause 14 of this Agreement may be granted for the substitution of a part-time barman in place of a barman, Class B, or a barman, Class C.

(b) The granting of such licence of exemption will be considered only if application is made by an establishment before the engagement of such part-time barman.

(c) For each barman, Class A, employed, not more than two barmen, Class B, may be employed and for each barman, Class B, employed not more than two barmen, Class C, may be employed: Provided that in an establishment where a wine and malt liquor licence only is held, and a one star hotel, and only one barman is employed, such barman may be a barman, Class B, notwithstanding that a barman, Class A, is not employed.

(2) There shall be employed in each establishment one qualified waiter before an unqualified waiter is employed, and for each qualified waiter employed there may be employed not more than one unqualified waiter.

Met dien verstande dat—

(i) Die afrekkings ingevolge hierdie klousule nie die verskaffing van kos of inwoning aan 'n werknemer se afhanklikes sal insluit nie. Die verskaffing van kos en/of inwoning aan 'n werknemer se afhanklikes sal gereel word deur 'n skriftelike ooreenkoms tussen werkgever en werknemer.

(ii) geen bedrag vir etes afgetrek mag word wanneer die bedrag vasgestel word wat betaalbaar is vir of in plaas van jaarlikse verlof (klousule 10), siekteverlof (klousule 12) en in plaas van kennisgewing van diensbeëindiging (klousule 13) nie;

(iii) dit nie so vertolk mag word dat 'n bedrag nie afgetrek mag word as 'n werknemer toestem om kos en/of inwoning aan te neem en nie daarvan gebruik maak nie.

6. UNIFORMS

Indien van 'n werknemer vereis word om 'n spesiale uniform te dra, moet die werkgever dit kosteloos verskaf, en dit bly die werkgever se eiendom.

7. GETALSVIRHOUDING VAN WERKNEMERS

(1) (a) In alle bedryfsinrigtings moet daar een kroegman, klas A, in diens wees voordat 'n kroegman, klas B, in diens geneem kan word. Voordat 'n kroegman, klas C, in diens geneem kan word, moet daar eers 'n kroegman, klas B, in diens wees. Vir elke kroegman, klas A of B of C, in diens van 'n bedryfsinrigting kan 'n kwekeling-kroegman in diens geneem word: Met dien verstande dat vrystelling ooreenkomstig klousule 14 van hierdie Ooreenkoms na goeddunke van die Raad toegestaan kan word vir die vervanging van 'n kroegman, klas B of klas C, deur 'n deeltydse kroegman.

(b) Die toestaan van sodanige vrystellingsertifikaat sal slegs oorweeg word as 'n bedryfsinrigting daarom aansoek doen voor die indiensneming van so 'n deeltydse kroegman.

(c) Vir elke kroegman, klas A, in diens kan hoogstens twee kroegmanne, klas B, in diens geneem word en vir elke kroegman, klas B, in diens kan hoogstens twee kroegmanne, klas C, in diens geneem word: Met dien verstande dat in die geval van 'n bedryfsinrigting met slegs 'n wyn- en bierlisensie en van 'n eensterhotel en waar daar slegs een kroegman in diens is, sodanige kroegman 'n kroegman, klas B, kan wees, selfs al is daar nie 'n kroegman, klas A, in diens nie.

(2) In elke bedryfsinrigting moet daar een gekwalifiseerde tafelbediende in diens wees voordat 'n ongekwalifiseerde tafelbediende in diens geneem word, en vir elke gekwalifiseerde tafelbediende in diens mag daar hoogstens een ongekwalifiseerde tafelbediende in diens geneem word.

(3) There shall be employed in each establishment one qualified cook before an unqualified cook is employed, and for each qualified cook employed there may be employed not more than one unqualified cook.

(4) There shall be employed in each establishment one qualified steward before an unqualified steward is employed, and for each qualified steward employed there may be employed not more than one unqualified steward.

(5) There shall be employed one qualified off-sales assistant before an unqualified off-sales assistant is employed, and for each qualified off-sales assistant there may be employed not more than two unqualified off-sales assistants.

(6) Wherever reference is made in this clause to employees of a particular grade nothing in this clause shall be deemed to prohibit the employment of an employee falling within a grade for whom higher wages are prescribed, in place of the employment of a person of such first-mentioned grade.

(7) Save as provided for in subclause (1) casual or part-time employees shall not be reckoned as employees for any of the purposes under this clause.

8. HOURS OF WORK

(1) (a) The ordinary working hours of an employee, other than a barman and a clerical employee, shall not exceed 114 hours per fortnight.

(b) The ordinary working hours of a casual employee shall not exceed nine hours in any one day.

(c) The ordinary working hours of a clerical employee shall not exceed 104 hours per fortnight.

(d) The ordinary working hours of a barman shall not exceed 110 hours per fortnight.

(e) *Meal breaks.*—When an employee is on duty during the meal-time of an establishment, his employer shall grant to him, during such meal-time or within half an hour before or after such meal-time, a break of not less than 30 minutes during which such employer shall not require or permit his employee to work and such meal break shall not be deemed to be part of the ordinary hours of work or overtime: Provided that the period of work between any two such meals shall not be longer than six consecutive hours: Provided further that periods of work interrupted by a break of less than 30 minutes shall be deemed to be continuous.

(2) The working time of an employee shall on any one day be completed within a spreadover of 15 hours.

(3) Subject to the provisions of subclause (5), an employer shall allow each of his employees, including general services employees, to be off duty for one day each week. For the purposes of this clause the period of off-duty shall be a period of 24 consecutive hours.

(4) An employee who is required or allowed to work in excess of the hours prescribed in subclause (1) of this clause shall, in respect of each hour or part of an hour of such excess, be paid not less than his hourly wage, plus 50 per cent.

(5) Notwithstanding the provisions of subclause (3) hereof, an employee may be required to work during his off-duty period, in which event he shall, in respect of each hour or part of an hour by which such off-duty falls short of such prescribed periods, be paid not less than his hourly wage, plus 50 per cent.

(6) The provisions of subclauses (1), (2), (4) and (5) of this clause shall not apply in respect of any employee who earns more than R3 600 per annum.

9. ATTENDANCE REGISTERS AND TIME AND WAGE REGISTERS

It shall be the responsibility of every employer to ensure that all employees, other than general service employees, complete daily attendance registers as prescribed in Annexure A to this Agreement.

It shall be the duty of all employees as referred to above to complete the attendance registers daily.

The hours worked in respect of general service employees shall be detailed in the wage register to be kept by the employer.

The introduction and keeping of attendance registers shall not absolve employers from the necessity of keeping time and wage registers as heretofore.

(3) In elke bedryfsinrigting moet daar een gekwalifiseerde kok in diens wees voordat 'n ongekwalifiseerde kok in diens geneem word, en vir elke gekwalifiseerde kok in diens mag daar hoogstens een ongekwalifiseerde kok in diens geneem word.

(4) In elke bedryfsinrigting moet daar een gekwalifiseerde kelner in diens wees voordat 'n ongekwalifiseerde kelner in diens geneem word, en vir elke gekwalifiseerde kelner in diens mag daar hoogstens een ongekwalifiseerde kelner in diens geneem word.

(5) Daar moet een gekwalifiseerde buiteverkoopsassistent in diens wees voordat 'n ongekwalifiseerde buiteverkoopsassistent in diens geneem word, en vir elke gekwalifiseerde buiteverkoopsassistent mag daar hoogstens twee ongekwalifiseerde buiteverkoopsassistenten in diens geneem word.

(6) Waar in hierdie klousule werknemers van 'n bepaalde graad genoem word, mag niks in hierdie klousule die indiensneming verbied van 'n werknemer wat binne 'n graad val waarvoor hoër lone voorgeskryf is in plaas van die indiensneming van 'n werknemer van eersgenoemde graad nie.

(7) Behoudens subklousule (1), word los of deeltydse werknemers vir die toepassing van hierdie klousule nie as werknemers beskou nie.

8. WERKURE

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n kroegman en 'n klerk, mag hoogstens 114 uur per 14 dae wees.

(b) Die gewone werkure van 'n los werknemer mag op 'n bepaalde dag hoogstens nege uur wees.

(c) Die gewone werkure van 'n klerk mag hoogstens 104 uur per 14 dae wees.

(d) Die gewone werkure van 'n kroegman mag hoogstens 110 uur per 14 dae wees.

(e) *Etenspouse.*—As 'n werknemer op diens is tydens die etenspouse van 'n bedryfsinrigting, moet sy werkgever hom gedurende sodanige etenspouse of binne 'n halfuur voor of na sodanige etenspouse, 'n pouse van minstens 30 minute toestaan waartydens die werkgever nie van sy werknemer mag vereis of hom toelaat om te werk nie, en sodanige etenspouse moet nie as deel van die gewone werkure of oortyd beskou word nie: Met dien verstande dat die werktidperk tussen enige twee sodanige etes hoogstens ses agtereenvolgende ure duur: Voorts met dien verstande dat werktidperke onderbreek deur 'n pouse van minder as 30 minute as aaneenlopend beskou word.

(2) Die werktid van enige werknemer moet op enige bepaalde dag binne 'n werkdagbestek van 15 uur voltooi word.

(3) Behoudens subklousule (5), moet 'n werkgever elkeen van sy werknemers, met inbegrip van algemenedienstwerknemers, toelaat om elke week een dag van diens af te wees. Vir die toepassing van hierdie klousule moet die diensvry tyd 'n tydperk van 24 agtereenvolgende ure wees.

(4) Aan 'n werknemer van wie vereis of wat toegelaat word om langer as die ure voorgeskryf in subklousule (1) van hierdie klousule te werk, moet ten opsigte van elke bykomende uur of gedeelte van sodanige uur minstens sy uurloon, plus 50 persent, betaal word.

(5) Ondanks subklousule (3) hiervan, kan daar van 'n werknemer vereis word om gedurende sy diensvry tyd te werk, en in so 'n geval moet hy ten opsigte van elke uur of gedeelte van 'n uur waarmee sodanige tydperk korter as daardie voorgeskryfde tydperk is, minstens sy uurloon, plus 50 persent, betaal word.

(6) Subklousule (1), (2), (4) en (5) van hierdie klousule is nie van toepassing op 'n werknemer wat meer as R3 600 per jaar verdien nie.

9. BYWONINGSREGISTERS EN TYD- EN LOONREGISTERS

Dit is die verantwoordelikheid van elke werkgever om toe te sien dat al sy werknemers, uitgesonderd algemenedienstwerknemers, 'n daaglikse bywoningsregister, soos in Aanhangsel A van hierdie Ooreenkoms voorgeskryf, invul.

Alle werknemers wat hierbo bedoel word, moet die bywoningsregister elke dag invul.

Die ure wat ongeskoolde werknemers werk, moet deur die werkgever in besonderhede in die loonregister aangegeven word.

Die invoer en byhou van bywoningsregisters stel werkgevers nie vry van die vereiste om tyd- en loonregisters soos voorheen by te hou nie.

Where at any establishment a time-clock system is introduced an attendance register is not required.

The provisions of this clause shall not apply in respect of any employee who earns more than R3 600 per annum.

10. ANNUAL LEAVE

(1) (a) Every employee, other than a casual or general services employee, shall be given 21 consecutive days' leave of absence on full pay, which need not all be taken at one time.

Every employee, other than a casual or general services employee, shall be given, after the completion of five years' service with the same employer, and for each subsequent year thereafter, 28 consecutive days' annual leave on full pay, which need not all be taken at one time.

(b) Every general services employee shall be given in respect of each 50 weeks of employment with the same employer, 14 consecutive days' leave of absence on full pay, which need not all be taken at one time.

On completion of three years' employment with the same employer every general services employee shall be given 21 consecutive days' annual leave of absence on full pay in respect of each succeeding year of employment, which need not all be taken at one time.

(c) The employer may fix the time when such leave shall be taken. If he shall not have granted to the employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months after such leave becomes due.

(d) If during the first year of an employee's employment, his employment is terminated before the completion, of such first year but after the completion of four months' employment, the employer shall pay to the employee for each completed month of employment in the uncompleted year—

(i) where the leave entitlement is 14 consecutive days, 1/26th;

(ii) where the leave entitlement is 21 consecutive days, 3/52nds;

of the month's wage at the wage which the employee was receiving when his employment was terminated.

(e) If an employee has become entitled to leave in terms of paragraphs (a) and (b) and his employment terminates before all such leave has been granted, the employee shall, upon termination of employment, be paid in respect of such leave as follows:

(i) Where the leave entitlement is 14 consecutive days, 1/26th;

(ii) where the leave entitlement is 21 consecutive days, 3/52nds;

(iii) where the leave entitlement is 28 consecutive days, 1/12th;

of the monthly wage paid to him during the month immediately preceding such termination in respect of each completed month of employment calculated from the date upon which he last became entitled to leave and which leave has not been granted.

(f) If an employee leaves his employment without having given and served the period of notice prescribed in clause 13, unless in failing to give such notice or to work during such period he was acting within his legal rights, he shall, subject to clause 13 (3), not be entitled to any payment by virtue of this subclause.

(2) For the purposes of this clause employment shall be deemed to commence—

(a) in the case of those employees who had become entitled to leave in terms of the Agreement published under Government Notice R. 2050 of 5 November 1976 from the date upon which such employees last became entitled to leave;

(b) in the case of those employees to whom the Agreement referred to in paragraph (a) applied who were in employment before the coming into operation of this Agreement but who had not become entitled to leave in terms of the first-mentioned Agreement, from the date upon which such employment commenced;

(c) in the case of all other employees, from the date upon which the employee enters his employer's employ or the date of coming into operation of this Agreement, whichever is the later.

Ingeval 'n tydsklofstelsel in 'n bedryfsinrigting ingestel word, is 'n bywoningsregister nie nodig nie.

Hierdie klousule is nie van toepassing op 'n werknemer wat meer as R3 600 per jaar verdien nie.

10. JAARLIKSE VERLOF

(1) (a) Aan elke werknemer, uitgesonderd 'n los werknemer of 'n algemenedienstewerknemer, moet 21 agtereenvolgende dae verlof met volle besoldiging toegestaan word, wat nie alles tegelykertyd geneem hoef te word nie.

Aan elke werknemer, uitgesonderd 'n los werknemer of 'n algemenedienstewerknemer, moet na voltooiing van vyf jaar diens by dieselfde werkgever en elke jaar daarna, jaarliks 28 agtereenvolgende dae verlof met volle besoldiging toegestaan word, wat nie alles tegelykertyd geneem hoef te word nie.

(b) Aan elke algemenedienstewerknemer moet ten opsigte van elke 50 weke diens by dieselfde werkgever 14 agtereenvolgende dae verlof met volle besoldiging toegestaan word, wat nie alles tegelykertyd geneem hoef te word nie.

By voltooiing van drie jaar diens by dieselfde werkgever moet aan elke algemenedienstewerknemer jaarliks 21 agtereenvolgende dae verlof met volle besoldiging toegestaan word ten opsigte van elke daaropvolgende jaar diens, wat nie alles tegelykertyd geneem hoef te word nie.

(c) Die werkgever kan die tyd vasstel wanneer sodanige verlof geneem moet word. Indien hy nie aan die werknemer sy verloftydperk vroeër toegestaan het nie, moet sodanige verlof toegestaan en geneem word sodat dit binne drie maande kan begin nadat sodanige verlof verskuldig word.

(d) Indien 'n werknemer se diens gedurende sy eerste diensjaar beëindig word voordat sodanige eerste jaar voltooi is maar ná voltooiing van vier maande diens, moet die werkgever hom vir elke volle maand diens in die onvoltooide diensjaar soos volg betaal:

(i) As hy op 14 agtereenvolgende dae verlof geregtig is, 1/26ste;

(ii) as hy op 21 agtereenvolgende dae verlof geregtig is, 3/52stes;

van die maandloon wat hy by sy diensbeëindiging ontvang het.

(e) Indien 'n werknemer ingevolge paragrawe (a) en (b) op verlof geregtig geword het en sy diens eindig voordat al dié verlof toegestaan is, moet hy by sy diensbeëindiging ten opsigte van sodanige verlof soos volg betaal word:

(i) As hy op 14 agtereenvolgende dae verlof geregtig is, 1/26ste;

(ii) as hy op 21 agtereenvolgende dae verlof geregtig is, 3/52stes;

(iii) as hy op 28 agtereenvolgende dae verlof geregtig is, 1/12de;

van die maandloon wat aan hom betaal is gedurende die maand onmiddellik voor sodanige diensbeëindiging ten opsigte van elke voltooide maand diens, bereken vanaf die datum waarop hy laas geregtig geword het op verlof wat nie aan hom toegestaan is nie.

(f) Indien 'n werkgever sy diens verlaat sonder dat hy die nodige kennis daarvan gegee en die diensopseggingstermyn uitgedien het soos in klousule 13 voorgeskryf, is hy, behoudens klousule 13 (3), nie op enige besoldiging uit hoofde van hierdie subklousule geregtig nie, tensy hy by sodanige verzuim om kennis te gee of om gedurende sodanige tydperk te werk regtens opgetree het.

(2) Vir die toepassing van hierdie klousule moet 'n werknemer se diens geag word te begin—

(a) in die geval van dié werknemers wat kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2050 van 5 November 1976 op verlof geregtig geword het, vanaf die datum waarop dié werknemers laas op verlof geregtig geword het;

(b) in die geval van dié werknemers op wie die Ooreenkoms in paragraaf (a) bedoel van toepassing is en wat in diens was voordat hierdie Ooreenkoms in werking tree maar wat nie ingevolge eersgenoemde Ooreenkoms op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(c) in die geval van alle ander werknemers, vanaf die datum waarop die werknemer by sy werkgever in diens tree of die datum waarop hierdie Ooreenkoms in werking tree, naamlik die jongste datum.

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

- (a) absent on leave in terms of subclause (1) (a);
- (b) required to undergo military service in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent on sick leave in terms of clause 12;

amounting in the aggregate in any year to not more than 10 weeks in respect of paragraphs (a), (c) and (d) plus up to four months of any one unbroken period of military service.

(4) A part-time employee or a part-time barman who is in full employment in any trade, business, service or anywhere else where the employer is responsible for the granting to him of annual leave and annual leave pay, shall not be entitled to the privileges described in this clause.

11. PUBLIC HOLIDAYS

(1) Subject to the provisions of clause 5 (4) and clause 10, if an employee does not work on Good Friday, Ascension Day, the day of the Covenant or Christmas Day, his employer shall pay him for the month or the week, as the case may be, in which such day falls not less than his monthly wage or weekly wage.

(2) Whenever an employee works on Good Friday, Ascension Day, the day of the Covenant or Christmas Day, his employer, shall, save as is provided in clause 5 (4)—

- (a) pay him for the month or the week, as the case may be, in which such day falls not less than his monthly or weekly wage, plus his daily wage in respect of such day worked; or
- (b) grant him in respect of each such day worked one extra day of leave which day shall be granted not later than the second pay-day following such day worked, and pay him in respect of each such extra day not less than his daily wage.

(3) This clause shall not apply to a casual employee.

12. SICK LEAVE

An employee, other than a casual employee, who is absent from work after a period of not less than two months' employment with the same employer, through sickness or accident not caused by his own misconduct, and other than an accident compensable under the Workmen's Compensation Act, 1941, shall be granted seven days' sick leave in the aggregate during the first six months of any one year of employment with the same employer and a further seven days' sick leave in the aggregate in the second or any subsequent six months of employment with the same employer and shall be paid in respect of each such day 1/30th of the monthly wage which he was receiving immediately before the commencement of such sick leave: Provided that, if the employee is absent from work the employer may require the employee to produce a certificate, signed by a registered medical practitioner showing the nature and duration of the illness in respect of each period of absence for which payment is claimed.

A part-time employee or a part-time barman who is in full employment in any trade, business, service or anywhere else where the employer is responsible for the granting to him of sick leave and sick leave pay, shall not be entitled to the privileges described in this clause.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice, for any good cause recognised by the law as sufficient;
- (b) the provisions of any written agreement between employer and employee stipulating for a period of notice in excess of that provided for herein;

an employer or his employee shall give notice, to take effect from the time it is given, of his intention to terminate the contract of employment of not less than—

- (i) 24 hours during the first 13 weeks of employment;
- (ii) one week thereafter.

The notice to be given in terms of this subclause shall be in writing except in the case of general services employees, casual employees and illiterate employees.

(3) Vir die toepassing van hierdie klousule moet die uitdrukking "diens" geag word elke tydperk of alle tydperke te omvat waarin 'n werknemer—

- (a) kragtens subklousules (1) (a) met verlof afwesig is;
- (b) verplig word om militêre diens ingevolge die Verdedigingswet, 1957, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) kragtens klousule 12 met siekteverlof afwesig is;

en wat ten opsigte van paragrawe (a), (c) en (d) altesaam hoogstens 10 weke in 'n jaar beloop, plus hoogstens vier maande van 'n bepaalde ononderbroke tydperk van militêre diens.

(4) 'n Deeltydse werknemer of 'n deeltydse kroegman wat voltyds in diens is in enige ambag, besigheid, diens of op enige ander plek waar die werkgever daarvoor verantwoordelik is om jaarlikse verlof en jaarlikse verlofbesoldiging aan hom toe te staan, is nie geregtig op die voorregte wat in hierdie klousule beskryf word nie.

11. OPENBARE VAKANSIEDAE

(1) Behoudens klousules 5 (4) en 10, moet 'n werkgever sy werknemer wat nie op Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk nie, vir die maand of die week, na gelang van die geval, waarin sodanige dag val, minstens sy maand- of weekloon betaal.

(2) As 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Geloftedag of Kersdag werk, moet sy werkgever hom, behoudens klousule 5 (4)—

- (a) vir die maand of week, na gelang van die geval, waarin sodanige dag val, minstens sy maand- of weekloon betaal, plus sy dagloon ten opsigte van sodanige dag wat hy gewerk het; of
- (b) ten opsigte van elke sodanige dag wat hy gewerk het een ekstra dag verlof toestaan en wel voor of op die tweede betaaldag ná dié dag waarop hy gewerk het en hom ten opsigte van elke sodanige ekstra dag minstens sy dagloon betaal.

(3) Hierdie klousule is nie op 'n los werknemer van toepassing nie.

12. SIEKTEVERLOF

'n Werknemer, uitgesonderd 'n los werknemer, wat na minstens twee maande diens by dieselfde werkgever van sy werk afwesig is, as gevolg van siekte of ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, en uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, moet gedurende die eerste ses maande van 'n diensjaar by dieselfde werkgever altesaam sewe dae, en gedurende die tweede of enige daaropvolgende ses maande by dieselfde werkgever nog altesaam sewe dae siekteverlof toegestaan word, en moet ten opsigte van elke sodanige dag 1/30ste van die maandloon betaal word wat hy onmiddellik voor die ingang van dié siekteverlof ontvang het: Met dien verstande dat as die werknemer van die werk afwesig is, die werkgever van hom kan vereis om 'n sertifikaat, deur 'n geregistreerde mediese praktisyner onderteken en waarin die aard en duur van die siekte aangetoon word, voor te lê ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word.

'n Deeltydse werknemer of 'n deeltydse kroegman wat voltyds in diens is in enige ambag, besigheid, diens of op enige ander plek waar die werkgever daarvoor verantwoordelik is om siekteverlof en siekteverlofbesoldiging aan hom toe te staan, is nie geregtig op die voorregte wat in dié klousule beskryf word nie.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens—

- (a) 'n werkgever of werknemer se reg om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- (b) 'n skriftelike ooreenkoms tussen werkgever en werknemer wat voorsiening maak vir langer kennisgewing as wat hierin voorgeskryf word;

moet 'n werkgever of sy werknemer minstens die volgende kennis gee, met ingang van die tyd waarop dit gegee word, van sy voorneme om die dienskontrak te beëindig:

- (i) 24 uur gedurende die eerste 13 weke diens;
- (ii) daarna een week.

Die kennisgewing wat ingevolge hierdie subklousule gegee moet word, moet skriftelik wees, behalwe in die geval van algemenedienstewerknemers, los en ongeletterde werknemers.

(2) In the event of an employer failing to give notice as provided for in subclause (1) hereof, he shall pay; or in the event of an employee failing to give notice as provided for in subclause (1) hereof, the employee may forfeit—

(a) in the case of an employee referred to in subclause (1) (b) (i) of this clause, an amount equal to one day's remuneration;

(b) (ii) of this clause, an amount equal to one week's remuneration.

(3) Where an employee has forfeited an amount in lieu of notice, as referred to in subclause (2) of this clause, it shall be deemed for the purposes of clause 10 (1) (f) that the employee paid the employer in lieu of notice.

(4) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purposes of this subclause, any payment which may be due to an employee in terms of clause 10 (annual leave) of this Agreement, except payment in respect of annual leave already accrued but not yet granted in terms of clause 10 (1) (a), shall also be regarded as a benefit in the process of accrual.

(5) When an Agreement is entered into in terms of subclause (1) (b) of this clause, the payment of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(6) The notice referred to in subclause (1) shall not run concurrently with annual leave, sick leave or any period of military service in pursuance of the Defence Act, 1957.

(7) An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with an indelibly inscribed certificate of service in terms of clause 23 of the Agreement.

14. EXEMPTIONS

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

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

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

(a) the full name of the person concerned;

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

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued;

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

15. EXPENSES OF THE COUNCIL

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

Every employer shall deduct from the wages of each employee in his employ, which includes a part-time employee, general services employee, part-time barman and a Grade A (male) employee, governed by this Agreement, an amount of 15c per month. To this amount the employer shall add an

(2) Indien 'n werkgewer versuim om ooreenkomstig subklousule (1) hiervan kennis te gee, moet hy die volgende betaal; of indien 'n werknemer versuim om ooreenkomstig subklousule (1) hiervan kennis te gee, kan hy die volgende verbeur:

(a) In die geval van 'n werknemer in subklousule (1) (b) (i) van hierdie klousule bedoel, 'n bedrag gelyk aan een dag se besoldiging;

(b) in die geval van 'n werknemer in subklousule (1) (b) (ii) van hierdie klousule bedoel, 'n bedrag gelyk aan een week se besoldiging.

(3) Indien 'n werknemer 'n bedrag verbeur het in plaas van kennis te gee soos in subklousule (2) van hierdie klousule bedoel, word dit vir die toepassing van klousule 10 (1) (f) geag dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die werkgewer geregtig, as die geld wat 'n werkgewer 'n werknemer aan loon skuld nie genoeg is om die bedrag te dek wat ingevolge subklousule (2) van hierdie klousule verbeur moet word nie, om dié bedrag agter te hou uit ander voordele (as daar is) wat die werknemer by beëindiging van sy dienskontrak toekom.

Vir die toepassing van hierdie subklousule moet besoldiging wat 'n werknemer ingevolge klousule 10 (jaarlikse verlof) van hierdie Ooreenkoms toekom, behalwe besoldiging ten opsigte van jaarlikse verlof wat kragtens klousule 10 (1) (a) reeds verskuldig maar nog nie toegestaan is nie, ook beskou word as 'n voordeel wat hom toekom.

(5) Wanneer 'n ooreenkoms ingevolge subklousule (1) (b) van hierdie klousule aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor ooreengekom is.

(6) Die kennisgewing in subklousule (1) bedoel, mag nie met jaarlikse of siekteverlof of enige tydperk van militêre diens ingevolge die Verdedigingswet, 1957, saamval nie.

(7) By die beëindiging van die dienskontrak van enigen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgewer aan sodanige werknemer ooreenkomstig klousule 23 van die Ooreenkoms 'n dienssertifikaat met inskrywings in inkpotlood verstrek.

14. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, die voorwaardes vasstel waarop sodanige vrystelling toegestaan word en die tyd waarvoor dit geldig is: Met dien verstande dat die Raad, as hy dit goedgevind, enige vrystellingssertifikaat kan intrek nadat een week kennisgewing skriftelik aan die betrokke persoon gegee is, of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen is, 'n vrystellingssertifikaat uitreik wat deur die Voorsitter en homself onderteken is en wat die volgende aantoon:

(a) Naam van betrokke persoon voluit;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;

(c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en

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

(4) Die Sekretaris van die Raad moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

(b) 'n kopie van elke uitgereikte sertifikaat bewaar;

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

15. UITGAWES VAN DIE RAAD

Die uitgawes van die Raad word op die volgende wyse besty:

Elke werkgewer moet 15c per maand aftrek van die loon van elke werknemer in sy diens met inbegrip van 'n deeltydse werknemer, algemenedienstewerknemer, deeltydse kroegman en 'n werknemer graad A (man), wat onder hierdie Ooreenkoms val. By dié bedrag moet die werkgewer 'n gelyke

equal amount and forward the total sum, together with a list showing the number of employees employed, graded in accordance with the definitions as laid down in clause 3 of this Agreement, to the Secretary of the Council not later than the 15th day of each month at the office of the Industrial Council, P.O. Box 1256, Pretoria.

16. ADMINISTRATION OF AGREEMENT

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

17. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Every employer shall give to any of his employees who is a representative on the Council every reasonable facility to attend to his duties in connection with the work of the Council.

18. EFFECT OF OTHER LAWS

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

19. TRADE UNION LABOUR

No member of the employers' organisation shall engage an employee unless such employee is a member of the trade union or holds a provisional card of membership, and no member of the trade union shall accept employment with an employer who is not a member of the employers' organisation.

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

20. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF 15 YEARS

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

21. TRADE UNION SUBSCRIPTIONS

Every employer shall, with the written consent of the employee, deduct from each member of the trade union in his employ the membership subscriptions payable by each employee to the trade union, and shall forward the total amount together with a list of employees to the Secretary of the Council, P.O. Box 1256, Pretoria, not later than the 15th day of each month.

22. 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 may question any person and inspect any documents for the purpose of ascertaining whether the terms of this Agreement are being observed.

23. CERTIFICATE OF SERVICE

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and the employee, nature of the employment, the date of commencement of the contract of employment, the date of termination thereof, and the rate of remuneration at the date of such termination. A copy of this certificate for all employees, except unskilled employees, shall be forwarded to the Industrial Council offices for record purposes. This clause shall apply for any period of employment.

24. PENSION FUND

(1) The Council having resolved that employers and employees in the Liquor and Catering Trade should participate in the Hotel Pension Fund inaugurated by the Hotel Board, hereinafter referred to as the "Fund", hereby authorises, for

bedrag voeg en die totale bedrag, saam met 'n lys wat die getal werknemers in diens aantoon, gegradeer ooreenkomstig die omskrywings in klousule 3 van hierdie Ooreenkoms, voor of op die 15de dag van elke maand aan die Sekretaris van die Raad by die kantoor van die Nywerheidsraad, Posbus 1256, Pretoria, stuur.

16. TOEPASSING VAN OOREENKOMS

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

17. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgewer moet aan elkeen van sy werknemers wat 'n verteenwoordiger in die Raad is alle moontlike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

18. UITWERKING VAN ANDER WETTE

Niks in hierdie Ooreenkoms kan as magtiging beskou word vir die indiensneming van 'n persoon wie se indiensneming kragtens 'n wet verbode is of vir die indiensneming van 'n persoon op enige tyd of tye wat by wet verbode is nie.

19. VAKVERENIGINGARBEID

Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem tensy sodanige werknemer lid is van die vakvereniging of in besit is van 'n voorlopige lidmaatskapkaart, en geen lid van die vakvereniging mag in diens tree by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie.

Hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie: Met dien verstande dat as 'n immigrant na die eerste drie maande waarin hy diens in die Drank- en Spyseniersbedryf aanvaar het, 'n uitnodiging van die vakvereniging om lid daarvan te word van die hand gewys het, hierdie klousule onmiddellik van toepassing word.

20. VERBOD OP INDIENSNEEMING VAN ENIGIEMAND ONDER DIE OUDERDOM VAN 15 JAAR

Geen persoon onder 15 jaar mag deur 'n werkgewer in diens geneem word nie.

21. LEDEGELD AAN VAKVERENIGING

Elke werkgewer moet, met die skriftelike toestemming van die werknemer, van elke lid van die vakvereniging in sy diens die ledegeld aftrek wat deur elke werknemer aan die vakvereniging betaalbaar is, en die totale bedrag, tesame met 'n lys van die werknemers, voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1256, Pretoria, stuur.

22. AGENTE

Die Raad moet een of meer aangewese persone aanstel om behulpzaam te wees by die toepassing van hierdie Ooreenkoms.

'n Agent kan enige bedryfsinrigting binnegaan en kan enige persoon ondervra en enige dokumente nagaan ten einde vas te stel of hierdie Ooreenkoms nagekom word.

23. DIENSSERTIFIKAAT

By die beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer moet 'n werkgewer aan sodanige werknemer 'n dienssertifikaat verstrek waarop die volle naam van die werkgewer en die werknemer, die aard van die diens, die datum van inwerkingtreding van die dienskontrak, die datum van beëindiging daarvan en die besoldigingskaal op die datum van sodanige beëindiging, getoon word. 'n Eksemplaar van hierdie sertifikaat vir alle werknemers, uitgesonderd ongeskoolde werknemers, moet vir rekorddoeleindes aan die kantoor van die Nywerheidsraad gestuur word. Hierdie klousule is vir enige dienstermyn van toepassing.

24. PENSIOENFONDS

(1) Aangesien die Raad besluit het dat werkgewers en werknemers in die Drank- en Spyseniersbedryf moet deelneem in die Hotelpensioenfonds wat deur die Hotelraad ingestel is, hierna die "Fonds" genoem, magtig die Raad hierby, met

the purpose of implementing the objects set forth in the rules of the Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) (a) The provisions of this clause shall only apply in respect of employees aged 16 years and older who—

(i) earn a pensionable wage of at least R1 600 per annum; or

(ii) earn a pensionable wage of less than R1 600 but at least R800 per annum and who have been employed on a full-time basis in the Liquor and Catering Trade for a continuous period of not less than one year, and for the purposes hereof, full-time and continuous service shall include any period or periods during which an employee was absent on leave on full pay. For the purposes of this clause, "pensionable wage" shall mean the amount of money payable—weekly in the case of a weekly-paid employee and monthly in the case of a monthly-paid employee—in terms of clause 4 in respect of an employee's ordinary hours of work as prescribed in clause 8 or, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it shall mean such higher amount: Provided that it shall not include—

(aa) extraordinary remuneration in respect of special services or in respect of services rendered by the employee while acting in a post that has become temporarily or permanently vacant; and

(ab) fees, honoraria, commission, bonuses and allowances.

(b) Notwithstanding the provisions of paragraph (a), the provisions of this clause shall not apply in respect of any employee who on 1 May 1972 was, or thereafter became, a participant in and a member of any other fund providing pension or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant, or in respect of the employer of such employee, during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by the Fund.

(3) For every 12-month period as from 1 March 1973, every employer shall on each pay-day deduct from his employee's wage the amounts calculated in terms of the rules of the Fund and notified to him by the administrators of the Fund: Provided that such amounts shall not exceed $7\frac{1}{2}$ per cent of the employee's pensionable wage as at the commencement of such 12-month period. To the amount so deducted the employer shall add the amount notified to him by the administrators of the Fund: Provided that such amount shall not exceed 9 per cent of the employee's pensionable wage. Copies of the notifications to employers in terms of this subclause shall be furnished to the Council by the administrators of the Fund.

(4) The total of the amounts referred to in subclauses (3) and (4) shall be forwarded by the employer to the administrators of the Fund not later than the 15th of the month following the month during which the deductions were made.

(5) Every employer shall, within 15 days from the date on which he is requested to do so, submit to the administrators of the Fund such information concerning his employees as may be required for the purposes of the Fund.

(6) Copies of the Hotel Pension Fund rules and of audited accounts shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause, the term "rules" shall include any amendments to the rules adopted from time to time.

(7) For the purposes of subclauses (3), (4) and (5) the term "administrators of the Fund" shall mean the South African National Life Assurance Society.

Signed at Pretoria on behalf of the parties this 14th day of November 1978.

P. J. DU PRÉ LE ROUX, Chairman of the Council.

L. E. ETCHELLS, Vice-Chairman of the Council.

M. J. BROWN, for Steyn Douglas & Co., Secretary for the Council.

die doel om die oogmerke uiteengesit in die reëls van die Fonds te implementeer, die invordering van bydraes ooreenkomstig die prosedure wat hierna omskryf word.

(2) (a) Hierdie klousule is van toepassing slegs ten opsigte van werknemers van 16 jaar en ouer wat—

(i) 'n pensioengewende loon van minstens R1 600 per jaar ontvang; of

(ii) 'n pensioengewende loon van minder as R1 600 maar minstens R800 per jaar ontvang en wat vir 'n aaneenlopende tydperk van minstens een jaar op voltydse grondslag in die Drank- en Spyseniersbedryf in diens geneem is, en vir die toepassing hiervan sluit voltydse en aaneenlopende diens enige tydperk of tydperke in waartydens 'n werknemer met verlof met volle besoldiging afwesig was. Vir die toepassing van hierdie klousule beteken "pensioengewende loon" die bedrag geld betaalbaar—weekliks in die geval van 'n weekliks besoldigde werknemer en maandeliks in die geval van 'n maandeliks besoldigde werknemer—kragtens klousule 4 ten opsigte van 'n werknemer se gewone werkure soos in klousule 8 voorgeskryf of, indien 'n werknemer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n bedrag betaal wat hoër is as dié in klousule 4 voorgeskryf, beteken dit sodanige hoër bedrag: Met dien verstande dat dit nie die volgende insluit nie:

(aa) Buitengewone besoldiging ten opsigte van spesiale dienste of ten opsigte van dienste deur die werknemer gelewer terwyl hy waargeneem het in 'n betrekking wat tydelik of permanent vakant geword het; en

(ab) gelde, honoraria, kommissie, bonusse en toelaes.

(b) Ondanks paragraaf (a), is hierdie klousule nie van toepassing nie ten opsigte van 'n werknemer wat op 1 Mei 1972 'n deelnemer in en 'n lid van 'n ander fonds was of daarna geword het wat pensioenvoordele of voorsorgbystand verskaf, wat op genoemde datum bestaan het en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer was, of ten opsigte van die werkgewer van sodanige werknemer, slegs gedurende sodanige tydperk waartydens sodanige ander fonds voortgaan om te funksioneer en beide die werkgewer en die werknemer daarin deelneem, indien die bystand van sodanige ander fonds na die Raad se mening oor die geheel nie minder gunstig is as die bystand wat die Fonds verskaf nie.

(3) Vir elke tydperk van 12 maande vanaf 1 Maart 1973 moet elke werkgewer op elke betaaldag die bedrae kragtens die reëls van die Fonds bereken en deur die administrateurs van die Fonds aan hom bekend gemaak, van sy werknemer se loon aftrek: Met dien verstande dat sodanige bedrae hoogstens $7\frac{1}{2}$ persent van die werknemer se pensioengewende loon soos aan die begin van sodanige tydperk van 12 maande mag wees. By die bedrag wat aldus afgetrek is, moet die werkgewer die bedrag voeg wat deur die administrateurs van die Fonds aan hom bekend gemaak is: Met dien verstande dat sodanige bedrag hoogstens 9 persent van die werknemer se pensioengewende loon mag wees. Eksemplare van die kennisgewings aan werkgevers kragtens hierdie subklousule moet deur die administrateurs van die Fonds aan die Raad verskaf word.

(4) Die totaal van die bedrae in subklousules (3) en (4) vermeld, moet voor of op die 15de van die maand wat volg op die maand waartydens die aftrekkings gemaak is, deur die werkgewer aan die administrateurs van die Fonds gestuur word.

(5) Elke werkgewer moet sodanige inligting rakende sy werknemers as wat vir die doeleindes van die Fonds nodig mag wees, aan die administrateurs van die Fonds voorlê binne 15 dae vanaf die datum waarop hy versoek word om dit te doen.

(6) Eksemplare van die reëls van die Hotelpensioenfonds en van geouditeerde rekenings moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule sluit die woord "reëls" in alle wysigings van die reëls wat van tyd tot tyd aangeneem word.

(7) Vir die toepassing van subklousules (3), (4) en (5) beteken die uitdrukking "administrateurs van die Fonds" die Suid-Afrikaanse Nasionale Lewensassuransie maatskappy.

Namens die partye op hede die 14de dag van November 1978 te Pretoria onderteken.

P. J. DU PRÉ LE ROUX, Voorsitter van die Raad.

L. E. ETCHELLS, Ondervoorsitter van die Raad.

M. J. BROWN, vir Steyn Douglas & Kie., Sekretaris van die Raad.

ANNEXURE A (Vide clause 9—Attendance registers and time and wage registers)
AANHANGSEL A (Sien klousule 9—Bywoningsregisters en tyd- en loonregisters)

Note.—Employees must sign only in the section of the register reserved for their use.

Opmerking.—Werknemers moet teken slegs in die seksie van die register wat vir hul gebruik voorsien word.

ATTENDANCE REGISTER

BYWONINGSREGISTER

Occupation of employee/Beroep van werknemer

Name of employee/Naam van werknemer

Date and day of week Datum en dag van week		Entries to be made by employees Inskrywings wat werknemers moet maak										Remarks (if any) Opmerkings (as daar is)			
Year/Jaar		Signature Handtekening	Time of commencing work Aanvangstyd van werk	Intervals of work Werkpouses				Time of finishing work Ophou tyd van werk	In-creased hours worked Verlengde ure gewerk		Total number of hours worked Totale getal ure gewerk		By employee Deur werknemer	By employer Deur werkgever If employee is absent, reasons for his absence (to be signed by employer) As werknemer afwesig is, redes vir sy afwesigheid (moet deur werkgever onderteken word)	By inspector Deur inspekteur
Month Maand				Off Van	On Tot	Off Van	On Tot		On Van	Off Tot	Each day Elke dag	Each week Elke week			
Date Datum	Day of week Dag van 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															

Note.—Under headings "Off" and "On" in columns referring to "Intervals" insert time interval commences and time work resumed. An employee is deemed to be at work for any interval in his work if he is not free to leave the shop or office for the whole of the interval.

Opmerking.—Onder die hofies "Van" en "Tot" in die kolom wat op pouses betrekking het, voeg in hoe laat pouses begin en hoe laat werk hervat word. 'n Werknemer word geag te werk gedurende enige pouse in sy werk as hy nie vry is om die winkel of kantoor vir die hele pouse te verlaat nie.

CONTENTS

No.		Page No.	Gazette No.
	Labour, Department of Government Notice		
R. 1469	Industrial Conciliation Act (28/1956): Liquor and Catering Trade (Pretoria).....	1	6555

INHOUD

No.		Bladsy No.	Staats- koerant No.
	Arbeid, Departement van Goewermentskennisgewing		
R. 1469	Wet op Nywerheidsversoening (28/1956): Drank- en Spyseniersbedryf (Pretoria)....	1	6555