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

REGULASIEKOERANT No. 3660

REGULATION GAZETTE No. 3660

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No. 9027

DEPARTEMENT VAN MANNEKRAG

No. R. 2

6 Januarie 1984

WET OP ARBEIDSVERHOUDINGE, 1956

**DRANK- EN SPYSENIERSBEDRYF (PRETORIA).—
OOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1986 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4, (2) (a) (ii), 5 (6) (c), 13 (7), 17, 19, 21, 22 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1986 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

**NYWERHEIDSRaad VIR DIE DRANK- EN SPYSENIERS-
BEDRYF (PRETORIA)**

OOREENKOMS

ingevolge die Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

Hotel, Liquor and Catering Association of the Transvaal

(hierna die "werkgewers" of die "werkgewersorganisasie" 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 Spyseniers-bedryf (Pretoria).

864—A

DEPARTMENT OF MANPOWER

No. R. 2

6 January 1984

LABOUR RELATIONS ACT, 1956

**LIQUOR AND CATERING TRADE (PRETORIA).—
AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1986, 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; and

(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, 4 (2) (a) (ii), 5 (6) (c), 13 (7), 17, 19, 21, 22 and 23, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE (PRETORIA)**

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Hotel, Liquor and Catering Association of the Transvaal

(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 union"), of the other part,

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

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1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur al die werkgewers wat lede van die werkgewersorganisasie is en deur al die werknemers wat lede van die vakvereniging is;

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet voorskryf en bly drie jaar van krag of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“assistent-afdelingsbestuurder” ’n werknemer aan wie dit spesifiek deur sy werkgewer opgedra is om die afdelingsbestuurder by te staan deur algehele toesig oor of verantwoordelikheid vir of uitvoering van een of meer van die volgende werksaamhede te aanvaar wat verrig word in verband met die bedryfsinrigting waar hy in diens is:

- (a) Die aankoop, berging en verspreiding van voedsel en drank;
 - (b) die berging, instandhouding en verspreiding van uitrusting wat betrekking het op voedsel en drank;
 - (c) die hou van bankette, konferensies en ander funksies;
 - (d) die instelling en bemaking van dienste en die bevordering van openbare betrekkinge;
 - (e) verhoudinge tussen die werkgewer en die werknemer, met inbegrip van die indiensneming en ontslag van personeel;
 - (f) die verkoop van sterk drank in die afdeling buiteverkope;
 - (g) die bestuur en bedryf van twee of meer restaurants en/of eetkamers;
 - (h) die bestuur en bedryf van twee of meer kombuise en die voorbereiding van voedsel daarin;
 - (i) sekuriteit;
 - (j) die bestuur en bedryf van die wassery- en kamerdiens;
 - (k) die instandhouding van die perseel, bedryfsuitrusting en uitrusting;
 - (l) die instandhouding van die meubelment en toebehore;
 - (m) die bestuur en bedryf van die gebied waarin gaste aankom of vertrek;
 - (n) die rekenings en finansiële sake van die bedryfsinrigting;
 - (o) die sekretariële en besigheidsaspekte van die bedryfsinrigting;
- en wat in beheer is van een of meer werknemers en verantwoordelik is daarvoor dat hulle hul pligte in verband met die genoemde werksaamhede doeltreffend uitvoer;

“assistent-bestuurder” ’n werknemer (uitgesonderd ’n afdelingsbestuurder) wat die bestuurder/direkteur/eienaar in die algemeen bystaan in die vervulling van sy pligte en wat in sy tydelike afwesigheid in sy plek kan waarneem;

“kroegman” ’n werknemer wat verantwoordelik is vir en betrokke is by die verkoop of verskaffing van sterk drank oor die toonbank van ’n kroeg of dienskroeg in ’n bedryfsinrigting;

“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 vier dae in ’n week deur dieselfde werkgewer 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 kragtens ’n tydelike of ’n sportgronde-dranklisensie;

“sjef” ’n werknemer aan wie dit spesifiek deur sy werkgewer opgedra is om die bestuurder by te staan in die algehele toesig oor en verantwoordelikheid vir en leidinggewing in sake wat in verband staan met die aankoop, berging, voorbereiding, gaarmaak en aanbieding van voedsel, en wat ook die pligte van ’n kok kan uitvoer;

“klerk” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Skryf en/of tik en/of liasseer en/of alle ander vorms van klerklike werk;
- (b) ontvang en/of hantering van geld;
- (c) opmaak van rekenings en/of uitreiking van kwitansies;

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 employees who are members of the trade union;

(b) in the Magisterial District of Pretoria (excluding the farm Geelbeks-vley 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 three years or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations 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 Labour Relations Act, 1956;

“assistant departmental manager” means an employee who is specifically charged by the employer to assist the departmental manager by undertaking the overall supervision of or responsibility for or performing one or more of the following activities carried on in connection with the establishment in which he is employed:

- (a) The purchase, storage and distribution of food and beverages;
- (b) the storage, maintenance and distribution of equipment pertaining to food and beverages;
- (c) the holding of banquets, conferences and other functions;
- (d) the establishment and marketing of services and the promotion of public relations;
- (e) relationships between the employer and employees, including the engagement and dismissal of staff;
- (f) the sale of liquor in the off-sales department;
- (g) the management and conduct of two or more restaurants and/or dining rooms;
- (h) the management and conduct of two or more kitchens and the preparation of food therein;
- (i) security;
- (j) the management and conduct of laundry and valet services;
- (k) the maintenance of the premises, plant and equipment;
- (l) the maintenance of furnishings and fittings;
- (m) the management and conduct of the area in which guests arrive or depart;
- (n) the accounts and financial affairs of the establishment;
- (o) the secretarial and business affairs of the establishment;

and who is in charge of one or more employees and is responsible for the efficient performance by them of their duties in connection with the said activities;

“assistant manager” means an employee (other than a department manager) who assists the manager/Director/Proprietor generally and overall in the performance of his duties and who may act for him during his temporary absence;

“barman” means an employee who is responsible for and is engaged in the sale or supply of liquor over the counter of a bar or service-bar in an establishment;

“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 four 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;

“chef” means an employee who is specifically charged by the employer to assist the manager in the overall supervision of and responsibility for and direction of activities carried on in connection with the purchase, storage, preparation, cooking and presentation of food and who may also perform the duties of a cook;

“clerical employee” means an employee who is engaged in one or more of the following operations:

- (a) Writing and/or typing and/or filing and/or any other form of clerical work;
- (b) receiving and/or handling money;
- (c) making out accounts and/or issuing receipts;

- (d) doen en aanteken van besprekings en/of ontvang van gaste;
- (e) bediening van 'n telefoonskakelbord;
- (f) toesighouding oor en aanteken van die ontvangs, berging, verpakking, uitpak, uitreiking, versending of aflewering van goedere of voorraad;

(g) verrigting, per hand of meganies, van alle rekenkundige, administratiewe of reklameprosedures of funksies wat nie elders in 'n beroep in hierdie klousule omskryf word nie;

maar sluit dit nie ander klasse werknemers in wat elders in hierdie klousule omskryf word nie, al maak klerklike werk deel van sodanige werknemer se werk uit;

"kok" 'n werknemer wat voedsel voorberei en gaarmaak: Met dien verstande dat waar 'n werknemer gemagtig word om voedsel voor te berei of gaar te maak ooreenkomstig 'n plig elders in hierdie Ooreenkoms omskryf, sodanige werknemer nie geag word 'n kok te wees nie;

"kwekelingkok" 'n werknemer wat 'n tweejaartydperk van opleiding in die voorbereiding en gaarmaak van voedsel deurloop maar nie voedsel anders as onder toesig mag voorberei of gaarmaak nie;

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

"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;

"afdelingsbestuurder" 'n werknemer aan wie dit spesifiek deur sy werkgever opgedra is om die bestuurder by te staan in die algehele toesig oor, verantwoordelikheid vir en leidinggewing in sake wat met die werksaamhede van die betrokke afdeling van die bedryfsinrigting in verband staan en wat ook pligte van 'n assistent-afdelingsbestuurder kan uitvoer;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Drank- of 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 opleidingskemas deurloop het, word die krediet wat met die opleidingskemas 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 graad I" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (a) Voedsel of gerei of ander items 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 stuk-kend sny; eiers kook; roosterbrood, tee, koffie, kakao en ander soortge-lyke drank maak; rantsone vir werknemers gaarmaak;
- (e) diere en/of pluimvee versorg;
- (f) 'n handvoertuig stoot of trek, goedere- of dienshysers bedien;
- (g) tuinwerk verrig, tennisbane rol en afmerk, rolbalbane en swembaddens versorg;
- (h) bagasie of pakkette dra of bewaak;
- (i) bottels of ander artikels pak en sorteer, bottels en dose uit die kroeg en/of uit die buiteverkoopsafdeling verwyder, glase was, vloere, toonbanke, rakke, meubels of ander uitrusting vee en/of skoonmaak, sterk drank aan klante aflewer, vir verbruik weg van die perseel af en bystand in die algemeen aan 'n motorvoertuigdrywer verleen;
- (j) kleedkamerbediende;
- (k) hekweg;
- (l) biljarttellinghouer;

"algemenedienstewerknemer graad II" 'n werknemer wat hande-arbeid van watter aard ook al onder toesig in of in verband met die hotelbedryf verrig;

"gas" nie ook die werkgever of 'n lid van sy gesin of iemand wat in die bedryfsinrigting in diens is nie;

"faktotum" 'n werknemer wat geringe herstelwerk verrig aan meubels, bedryfsuitrusting of ander uitrusting of geringe herstel- of opknepwerk, insluitende die verf van geboue en kamers en die heelmaak van gebreekte vensters, deure, toebehore, loodgieters- en elektriese uitrusting (uitgesonderd pligte wat gewoonlik deur 'n ambagsman verrig word);

- (d) making and recording bookings and/or receiving guests;
- (e) operating a telephone switchboard;

(f) supervising and recording the receipt, storing, packing, unpacking, issue, despatch or delivery of goods or stores;

(g) carrying out, either manually or mechanically, any accounting, administrative or promotional procedure or function not included in occupations defined elsewhere in this clause;

but does not include any other class of employee elsewhere specified in this clause, notwithstanding that clerical work may form part of such employee's duties;

"cook" means an employee engaged in the preparation and/or cooking of food: Provided that where an employee is permitted to prepare or cook food in terms of duties defined elsewhere in this Agreement, he shall not be deemed to be a cook;

"cook trainee" means an employee who is undergoing a two-year period of instruction related to the preparation and cooking of food, and is not qualified to prepare and cook food other than under supervision;

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

"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;

"departmental manager" means an employee who is specifically charged by the employer to assist the manager with the overall supervision of, responsibility for and direction of activities carried on in connection with that department of the establishment, and who may also perform duties of the assistant departmental manager;

"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 12 months of employment;
- (iii) an "A" pass shall be deemed to be 18 months of employment;

"general services employee, Grade I," 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;

"general services employee, Grade II" means an employee who is engaged in any manual labour in or about the hotel business, under supervision;

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

"handyman" means an employee who is engaged in making minor repairs to furniture, plant or other equipment or minor repairs or renovations, including painting to buildings and rooms and the mending of broken windows, doors, fittings, plumbing and electrical equipment (excluding duties normally carried out by an artisan);

"hoofkroegman" 'n werknemer wat in bevel geplaas is van en toesig hou oor een of meer ander kroegmanne en wat daarvoor verantwoordelik is dat sodanige kroegmanne en enige ander werknemer in diens in of in verband met die kroeg of kroë onder sy beheer hul pligte doeltreffend uitvoer;

"hoofkelner" 'n werknemer wat in bevel geplaas is van en toesig hou oor ander kelners en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

"hoofwynkelner" 'n werknemer wat in bevel geplaas is van en toesig hou oor ander wynkelners en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

"huishoudster/kombuistoessighouer" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Toesig hou oor een of meer werknemers en daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;

(b) toesig hou oor uitrusting, slaapkamers, woonkamers en ander dele van die perseel versorg en/of voorrade uitreik;

(c) toesig hou oor die rangskikking van blomme in die openbare kamers sowel as gasteslaapkamers;

(d) toesig hou oor die ontvangs, berging, hantering, herstel en/of was en stryk van linne;

(e) toesig hou oor die bestelling, ontvangs, berging, uitreiking en hantering van voedselvoorrade en/of die bediening van voedsel nagaan vanuit die kombuis of ander dele van die perseel waar dit voorberei word;

"assistent-huishoudster" 'n werknemer wat die werksaamhede van 'n huishoudster (soos omskryf) onder toesig van 'n huishoudster verrig;

"uurloon" die maandloon, gedeel deur 234;

"kombuisassistent" 'n werknemer wat voedsel onder toesig voorberei;

"Drank- en Spyseniersbedryf" die Bedryf wat deur werkgewers en hul werknemers uitgeoefen word as hulle tydelik of permanent die besigheid dryf van spyseniering of hotelle 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 watter hoedanigheid ook al in 'n bedryfsinrigting in diens is;

"bestuurder" 'n werknemer wat spesifiek deur sy werkgewer belas is met die algehele toesig oor, verantwoordelikheid vir en leidinggewing in sake wat met die werksaamhede van die bedryfsinrigting in verband staan en van die werknemers wat daarin in diens is, uitgesonderd 'n werknemer wat die bestuurder in sy tydelike afwesigheid aflos of 'n direkteur van die maatskappy wat die besigheid bedryf of 'n vennoot van die eienaar van die besigheid;

"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 vraag en alle tydperke waartydens hy verplig is om op sy pos te bly gereed om te dryf of tydperke waartydens 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;

"nagdienswerk" dat, waar 'n werknemer se diensure tussen middernag en 07h00 val, daar gedurende sodanige dienstryd van hom vereis kan word om die werk van enige klas werknemer, soos in hierdie klousule omskryf, te verrig as dit gedurende dié dienstrydperk deur 'n gas verlang word;

"buitewerkooppasistent" 'n werknemer wat uitsluitlik of hoofsaaklik sterk drank en bykomstige artikels verkoop vir gebruik weg van die perseel van die bedryfsinrigting;

"hoteljoggie" 'n werknemer wat uitsluitlik 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;

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

(a) Treine, vliegtuie of ander vervoermiddels inwag;

(b) reëlings tref vir die ontvangs, versending of bewaring van gaste se bagasie;

(c) kamersleutels ontvang, uitreik en bewaar;

(d) kaartjies verkry en/of reis-, vermaaklikheids- of soortgelyke plekbeprekkings namens gaste maak;

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

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

"head steward" means an employee who is placed in charge of and supervises other stewards and who is responsible for the efficient performance by them of their duties;

"housekeeper/kitchen supervisor" means an employee who is engaged in one or more of the following operations:

(a) Supervising one or more employees and is responsible for the efficient performance of their duties;

(b) supervising the equipment and servicing of bedrooms, living rooms and other parts of the premises, and/or the issuing of stores;

(c) supervising the arrangement of flowers in the public rooms and for guest bedrooms;

(d) supervising the receiving, storing, handling, repairing and/or laundering of linen;

(e) supervising the ordering, receiving, storing, issuing and handling of food stores and/or checking the service of food from the kitchen or other parts of the premises in which it is prepared;

"housekeeper assistant" means an employee engaged in the duties of a housekeeper (as defined) under the supervision of the housekeeper;

"hourly wage" means the monthly wage, divided by 234;

"kitchen assistant" means an employee who is engaged in attending to the preparation of food under supervision;

"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;

"manager" means an employee who is specifically charged by the employer with the overall supervision over, responsibility for and direction of the activities carried on in or in connection with an establishment and of the employees engaged therein, but does not include an employee who relieves the manager during such employee's temporary absence or a director of the company which operates the business or a partner in the ownership of the business;

"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;

"night-time employment" means that where an employee's hours of duty fall between midnight and 07h00 he may for the duration of such work period be required to perform the duties of any category of employee as defined in this clause, as required by a guest during such work period;

"off-sales assistant" means an employee who is wholly or mainly engaged in the sale of liquor and ancillary articles for consumption or use off the premises of the establishment;

"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;

"porter" means an employee who is wholly or mainly engaged in one or more of the following occupations:

(a) Meeting trains, aircraft or other conveyances;

(b) arranging for the receipt, despatch or storage of guests' luggage;

(c) receiving, issuing and safe-guarding room keys;

(d) obtaining tickets and/or making travel, entertainment or similar reservations on behalf of guests;

(e) inspeksie van en toesighouding oor die skoonmaak van 'n gedeelte of gedeeltes van die perseel;

en wat daarbenewens ook gaste en/of hul bagasie na of van 'n bedryfsinrigting kan vervoer, gaste in die afwesigheid van die gereelde ontvangsklerk kan ontvang, telefoonoprope kan beantwoord, 'n skakelbord in die afwesigheid van die gereelde skakelbordoperateur kan bedien, boodskappe kan ontvang en aflewer, 'n hyser kan bedien en met die bediening van etes of verversings aan gaste behulpsaam kan wees;

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

"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" 'n tydperk van 24 uur;

"wynkelner" 'n werknemer wat hoofsaaklik gemoeid is met die bediening van sterk drank, ligte verversings of rookgoed op enige plek op die perseel uitgesonderd oor 'n kroeg-, dienskroeg- of buiteverkoopstoonbank, wat betaling vir sodanige bestellings van klante kan ontvang en van wie daar vereis kan word om die pligte van 'n kelner, hoteljoggie of portier te verrig;

"kwekelingwynkelner" 'n werknemer wat een jaar lank opgelei word in verband met die pligte van 'n wynkelner maar wat nie bevoeg is om sodanige pligte anders as onder toesig uit te voer nie;

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

"kwekelingbestuurder" 'n werknemer wat vir 'n tydperk van drie jaar in verskillende afdelings van die bedryfsinrigting diens verrig met die oog op opleiding as hotelbestuurder en wie se diens in 'n bepaalde bedryfsinrigting vir hierdie doel aan die voorskrifte van die Hotelraad se indiensopleidingskema voldoen;

"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;

"kelner" 'n werknemer wat tafels dek of afdek, etes of verversings aan gaste bedien, slaai, voorgeregte, toebröodjies, roosterbrood of tee en soortgelyke drankke voorberei en wat betaling vir sodanige bestellings van klante kan ontvang; en van wie daar ook vereis kan word om die pligte van 'n wynkelner, hoteljoggie of portier uit te voer en/of om die biljartafels en biljartuitrusting te versorg en in stand te hou;

"kwekelingkelner" 'n werknemer wat een jaar lank opgelei word in verband met die voorbereiding en bediening van voedsel en drank maar wat nie bevoeg is om sodanige voedsel of drank anders as onder toesig voor te berei of te bedien nie.

4. LONE

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

(2) (a) (i) Elke werkgewer moet aan alle werknemers die lone betaal wat hieronder 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 sodanige klasse val en wat hy vir die doeleindes van klousule 7 as gekwalifiseerde werknemers of as kwekelinge beskou wil hê.

(ii) Die aangestelde agent/vertegenwoordiger van die Raad moet sodanige indeling van alle werknemers of enige lid van 'n vakbond bevestig by wyse van 'n gepaste inskrywing/endorsement op die vakverenigingslidmaatskapskaart.

(b) Elke werknemer is geregtig op etes wat binne sy werkure val, waarvoor 'n bedrag ingevolge klousule 5 afgetrek moet word. 'n Los werknemer is geregtig op etes wat binne sy werkure val. Waar sulke etes verskaf word, moet 50c per ete van die voorgeskrewe loon afgetrek word.

(3) 'n Werknemer wat per week betaal word, moet minstens $\frac{3}{13}$ des van die maandloon betaal word wat vir sy klas voorgeskryf is.

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

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

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

in subklousule (6) (a), (b) en (c) voorgeskryf word, moet sodanige werknemer ten opsigte van daardie dag soos volg 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 werknemer wat die werk verrig van 'n hoër graad werknemer tydens laasgenoemde se afwesigheid op diensvrye tyd wat ingevolge klousule 8 toegestaan word;

(e) inspecting and supervising the cleaning of any section or sections of the premises;

and who may, in addition, convey guests and/or their luggage to or from an establishment, receive guests in the absence of the regular reception clerk, answer telephone calls, operate a switchboard in the absence of the regular operator, receive and deliver messages, operate a lift and assist in serving meals or refreshments to guests;

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

"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 who is mainly engaged in serving liquor, light refreshments or smoking requisites anywhere on the premises other than over a bar, service-bar or off-sales counter, who may receive payment from customers for such articles and who may be required to perform any of the duties of a waiter, a page or porter;

"steward trainee" means an employee who is undergoing a one year period of instruction related to carrying out the duties of a steward but who is not qualified to carry out such duties other than under supervision;

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

"trainee manager" means an employee who for a period of three years is engaged in various departments of an establishment for the purpose of training as a hotel manager and whose employment in a particular establishment, for this purpose, conforms to Hotel Board in service training requirements;

"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 sets or clears tables, serves or carries meals or refreshments to guests, prepares salads, hors d'oeuvres, sandwiches, toast or tea and similar beverages and who may receive payment from customers for such articles; and who may also be employed to do any of the duties of a wine steward, a page or porter and/or to care for and maintain billiard tables and billiard equipment;

"waiter trainee" means an employee who is undergoing a one-year period of instruction related to the preparation and service of food and beverages but who is not qualified to prepare or serve food or beverages other than under supervision.

4. WAGES

(1) 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) (i) Every employer shall pay to all employees the wages prescribed hereunder: 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 qualified employees or trainees respectively.

(ii) The appointed agent/representative of the Council shall confirm such classification of all employees with a suitable entry/endorsement on the trade union membership card of any trade union member.

(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 casual employee shall be entitled to receive meals which fall within his working hours. Where such meals are provided, 50c per meal shall be deducted from the prescribed wage.

(3) An employee who is paid by the week shall be paid not less than $\frac{3}{13}$ ths 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 any employee who performs the work of a higher grade of employee during the latter's absence on time-off granted in terms of clause 8;

(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 loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf is.

(5) Geen bepaling in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer betaal word op die datum van inwerking-treding van hierdie Ooreenkoms verminder nie.

(6) (a) *Werknemers, uitgesonderd los werknemers:*

(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.

(6) (a) *Employees other than casual employees:*

LONE PER MAAND

Klas werknemer	Vir die tydperk eindigende 30 Junie 1984	Vanaf 1 Julie 1984	Vanaf 1 Januarie 1985	Vanaf 1 Julie 1985	Vanaf 1 Januarie 1986
	R	R	R	R	R
Bestuurder	750	800	858	918	980
Assistent-bestuurder	642	687	735	786	842
Afdelingsbestuurder	567	606	650	695	744
Assistent-afdelingsbestuurder	513	549	588	628	673
Kwkelingbestuurder—					
gedurende eerste jaar ondervinding	229	245	262	281	300
gedurende tweede jaar ondervinding	268	286	306	328	351
gedurende derde jaar ondervinding	305	326	349	373	400
Huishoudster/Kombuistoeshouer	262	280	300	321	343
Assistent-huishoudster	203	218	233	249	266
Sjef	289	309	331	354	379
Kok	246	263	282	301	323
Kombuisassistent	177	189	202	216	231
Kwkelingkok—					
gedurende eerste jaar ondervinding	193	206	221	236	252
gedurende tweede jaar ondervinding	203	218	233	249	266
Hoofkelner/Hoofwynkelner	246	263	282	301	323
Kelner/Wynkelner	214	229	245	262	281
Kwkelingkelner/Kwkelingwynkelner	199	213	228	244	261
Hoofkroegman	567	607	649	695	743
Kroegman—					
gedurende derde jaar ondervinding	302	323	345	370	396
gedurende vierde jaar ondervinding	392	419	448	480	513
daarna	452	483	517	553	592
Kwkelingkroegman—					
gedurende eerste jaar ondervinding	214	229	245	262	281
gedurende tweede jaar ondervinding	251	269	288	308	330
Buiteverkoopsassistent—					
gedurende eerste jaar ondervinding	240	256	274	294	314
gedurende tweede jaar ondervinding	285	305	326	349	373
gedurende derde jaar ondervinding	330	353	377	404	432
gedurende vierde jaar ondervinding	342	366	392	419	449
daarna	376	402	430	460	492
Motorvoertuigdrywer	246	263	282	301	323
Besteller	187	200	214	229	245
Klerk—					
gedurende eerste jaar ondervinding	246	263	282	301	323
daarna	284	303	325	347	372
Portier	214	229	245	262	281
Hoteljoggie	177	189	202	216	231
Skakelbordoperator	246	263	282	301	323
Faktotum	225	240	257	275	295
Algemenedienstewerknemer graad I—					
gedurende eerste jaar ondervinding	187	200	214	229	245
daarna	198	212	227	242	259
Algemenedienstewerknemer graad II—					
gedurende eerste jaar ondervinding	177	189	202	216	231
daarna	182	195	208	223	238

WAGES PER MONTH

Class of employee	For the period ending 30 June 1984	From 1 July 1984	From 1 January 1985	From 1 July 1985	From 1 January 1986
	R	R	R	R	R
Manager	750	800	858	918	980
Assistant manager	642	687	735	786	842
Departmental manager	567	606	650	695	744
Assistant departmental manager	513	549	588	628	673
Trainee manager—					
first year of experience	229	245	262	281	300
second year of experience	268	286	306	328	351
third year of experience	305	326	349	373	400
Housekeeper/Kitchen supervisor	262	280	300	321	343
Assistant Housekeeper	203	218	233	249	266

Class of employee	For the period ending 30 June 1984	From 1 July 1984	From 1 Jan- uary 1985	From 1 July 1985	From 1 Jan- uary 1986
	R	R	R	R	R
Chef.....	289	309	331	354	379
Cook.....	246	263	282	301	323
Kitchen assistant.....	177	189	202	216	231
Cook trainee—					
first year of experience.....	193	206	221	236	252
second year of experience.....	203	218	233	249	266
Head waiter/Head steward.....	246	263	282	301	323
Waiter/Steward.....	214	229	245	262	281
Waiter trainee/Steward trainee.....	199	213	228	244	261
Head barman.....	567	607	649	695	743
Barman—					
third year of experience.....	302	323	345	370	396
fourth year of experience.....	392	419	448	480	513
thereafter.....	452	483	517	553	592
Trainee barman—					
first year of experience.....	214	229	245	262	281
second year of experience.....	251	269	288	308	330
Off-sales assistant—					
first year of experience.....	240	256	274	294	314
second year of experience.....	285	305	326	349	373
third year of experience.....	330	353	377	404	432
fourth year of experience.....	342	366	392	419	449
thereafter.....	376	402	430	460	492
Motor vehicle driver.....	246	263	282	301	323
Delivery employee.....	187	200	214	229	245
Clerical employee—					
first year of experience.....	246	263	282	301	323
thereafter.....	284	303	325	347	372
Porter.....	214	229	245	262	281
Page.....	177	189	202	216	231
Switchboard operator.....	246	263	282	301	323
Handyman.....	225	240	257	275	295
General services employee, Grade I—					
first year of experience.....	187	200	214	229	245
thereafter.....	198	212	227	242	259
General services employee, Grade II—					
first year of experience.....	177	189	202	216	231
thereafter.....	182	195	208	223	238

(b) Los werknemers (met inbegrip van sodanige werknemers wat in diens is by vertonings of funksies ten opsigte waarvan 'n sportgronde-/of tydelike dranklisensie gehou word) moet, behoudens klousule 8, $\frac{1}{234}$ ste van die maandloon wat in klousule 4 (6) (a) hierbo voorgeskryf word, ontvang vir elke uur of gedeelte van 'n uur deur hom gewerk.

(c) *Nagdienswerk*.—Indien 'n werkgever van 'n werknemer vereis om sy gewone diensure op so 'n uur te begin dat die grootste gedeelte van sy diensure tussen middernag en 07h00 val, is so 'n werknemer geregtig op $\frac{1}{26}$ ste van die besoldiging vir sy kategorie soos in subklousule (6) (a), bepaal, plus 10 persent, vir daardie dienstrydperk.

5. BETALING VAN BESOLDIGING

(1) Die bedrag wat aan 'n werknemer, uitgesonderd 'n los werknemer, verskuldig is, moet weekliks of maandeliks in kontant of, met die toestemming van die werknemer, per tjek betaal word gedurende werkure op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet in 'n verseëelde koevert of houer wees waarop, of wat vergesel gaan van 'n staat waarop, die volgende verskyn:

- Die werkgever se naam;
- die werknemer se naam of sy nommer op die betaalstaat en sy klas;
- die aantal ure wat die werknemer oortyd gewerk het;
- die werknemer se loon;
- besonderhede van ander besoldiging wat uit die werknemer se diens voortspruit;
- besonderhede van alle aftrekkings;
- die werklike bedrag wat aan die werknemer betaal word; en
- die tydperk waarvoor betaling gedoen word;

en sodanige koevert, houer of staat, waarop die besonderhede voorkom, moet die besitting word van die werknemer. Met dien verstande dat die werkgever op die skriftelike versoek van 'n werknemer die bedrag wat aan die werknemer verskuldig is, in sy bank- of bougenootskapsrekening kan inbetaal en die kwitansie tesame met voormelde betaalstaat dan aan die werknemer moet oorhandig.

(2) 'n Werkgever moet die besoldiging wat aan 'n los werknemer verskuldig is in kontant aan hom betaal by die beëindiging van sy diens.

(3) Geen regstreekse of onregstreekse betaling mag aan 'n werkgever gedoen of deur hom aanvaar word vir die indiensneming op opleiding van 'n werknemer nie.

(b) Casual employees (including those employed at performances or functions for which a sports ground or temporary liquor licence is held) shall receive $\frac{1}{234}$ th of the monthly wages prescribed in clause 4 (6) (a) above, for each hour or part of an hour worked, subject to the provisions of clause 8.

(c) *Night time employment*.—Should the employer require any employee to commence his ordinary hours of work at such an hour that the major part of his hours of duty fall between midnight and 07h00, such an employee shall be entitled to $\frac{1}{26}$ th of the remuneration of his category as laid down in subclause (6) (a), plus 10 per cent, for that period of duty.

5. PAYMENT OF REMUNERATION

(1) Any amount due to an employee, other than a casual employee, shall be paid in cash weekly or monthly or, with the consent of the employee, by cheque, during the hours of work on the usual pay-day of the establishment for such employee or on termination of employment if this takes place before the usual pay-day, and such amount shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

- the employer's name;
- the employee's name or his number on the pay-roll and his class;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee: Provided that at the written request of an employee the amount due to him may be paid into his building society or bank account by his employer who shall hand him the relevant receipt together with the aforementioned statement.

(2) An employer shall pay the remuneration due to a casual employee in cash on the termination of his employment.

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

(4) 'n Werkgewer mag nie van sy werknemer vereis om goedere by hom of by 'n winkel, plek of persoon wat deur hom aangewys word, te koop nie.

(5) Indien 'n werknemer (uitgesonderd 'n los werknemer) toestem of daar ingevolge die Swartes (Stedelike gebiede) Konsolidasiewet, 1945, of die Wet op Swart Arbeid, 1964, van hom vereis word om kos en/of inwoning van sy werkgewer te aanvaar, kan 'n bedrag van hoogstens die bedrae hieronder uiteengesit van sy besoldiging afgetrek word (A.V.B. ingesluit):

Aftrappings per maand vir alle werknemers:

	R
(a) Kos.....	45,00
(b) Inwoning.....	30,00
	<u>75,00 per maand</u>

Met dien verstande dat—

(i) die afrekening ingevolge hierdie klousule nie die verskaffing van kos of inwoning aan 'n werknemer se afhanklikes insluit nie. Die verskaffing van kos en/of inwoning aan 'n werknemer se afhanklikes moet gereël word deur 'n skriftelike ooreenkoms tussen die werkgewer en die 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) 'n Werkgewer mag sy werknemer geen boete oplê en geen bedrag van 'n werknemer se besoldiging afrek nie behalwe die volgende:

(a) Met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, siekte-, mediese, versekerings-, spaar-, voorsorg- of pensioen-fonds;

(b) afrekkings ooreenkomstig hierdie Ooreenkoms, naamlik kragtens klousule 15 (heffings) en 24 (Hotelpensioenfondse);

(c) afrekkings kragtens klousule 21 (vakverenigingledegeld);

(d) behalwe waar daar anders in hierdie ooreenkoms bepaal word, wanneer 'n werknemer van sy werk afwesig is, behalwe op las of op versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van afwesigheid en bereken op grondslag van die loon wat die werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(e) 'n bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag afrek;

(f) met die skriftelike toestemming van 'n werknemer, die bedrag wat die werkgewer betaal het of onderneem het om te betaal aan 'n bankinstelling, bougenootskap, versekeringsmaatskappy, plaaslike owerheid of geregestreerde finansiële instelling ten opsigte van 'n afbetaling op 'n lening wat aan sodanige werknemer toegestaan is om 'n woonhuis te bekom;

(g) met die skriftelike toestemming van 'n werkgewer, die bedrag wat die werkgewer betaal het of onderneem het om te betaal aan 'n ander organisasie ten opsigte van—

(i) 'n afbetaling op 'n lening wat aan sodanige werknemer toegestaan is om 'n woonhuis te bekom; of

(ii) die huurgeld van 'n woonhuis of akkommodasie in 'n hostel wat deur die werknemer bewoon word;

as sodanige woonhuis of hostel deur die tussenkoms of bemiddeling van sodanige ander organisasie voorsien word hoofsaaklik of gedeeltelik uit fondse wat vir dié doel deur die Staat, 'n bouvereniging of 'n plaaslike owerheid voorgesket is.

6. UNIFORMS

Indien daar van 'n werknemer vereis word om 'n spesiale uniform te dra, moet die werkgewer dit kosteloos verskaf, en dit bly die werkgewer se eiendom. Werkgewers kan na goeë dunks van werknemers vereis om 'n deposito te maak teen die verlies of beskadiging van uniforms. Sodanige deposito is terugbetaalbaar by die terugbesorging van die uniform met inagneming van redelike slytasie.

7. GETALVERHOUDING VAN WERKNEMERS

(1) Daar moet in elke bedryfsinrigting een gekwalifiseerde werknemer in diens wees voordat 'n ongekwalifiseerde werknemer in dieselfde kategorie in diens geneem mag word, en vir elke gekwalifiseerde werknemer wat in elke kategorie in diens is, mag daar hoogstens een ongekwalifiseerde werknemer in sodanige kategorie in diens geneem word.

(2) Waar daar in hierdie klousule melding gemaak word van werknemers van 'n bepaalde graad mag niks in hierdie klousule die indiensneming verbied van 'n werknemer wat binne 'n graad val waarvoor hoër lone voorgeskryf word in plaas van die indiensneming van 'n werknemer van eersgenoemde graad nie.

8. WERKURE

(1) (a) Die gewone werkure van 'n werknemer is hoogstens 108 uur in elke 14 dae.

(4) An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(5) Where an employee (other than a casual employee) agrees or in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or the Black Labour Act, 1964, is required to accept board and/or lodging from his employer, a deduction may be made from his remuneration not exceeding the amounts specified hereunder (G.S.T. included):

Deductions per month for all employees:

	R
(a) Board	45,00
(b) Lodging	30,00
	<u>75,00 per month</u>

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) An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

(a) With the written consent of his employee, a deduction for any holiday, sick, medical, insurance, savings, provident or pension fund;

(b) deductions as required in terms of this Agreement under clauses 15 (levies) and 24 (Hotel Pension Fund);

(c) deductions as required in terms of clause 21 (trade union subscriptions).

(d) except where otherwise provided in this Agreement, whenever an employee is absent from his work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(e) a deduction of any amount which an employer is by law or order of any competent court required or permitted to make;

(f) with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to any banking institution, building society, insurance business, local authority or registered financial institution in respect of a payment on a loan granted to such employee to acquire a dwelling;

(g) with the written consent of an employee, a deduction of any amount which the employer has paid or has undertaken to pay to any other organisation in respect of—

(i) a payment on a loan granted to such employee to acquire a dwelling; or

(ii) the rent of a dwelling or accommodation in a hostel occupied by such employee;

if such dwelling or hostel is provided through the instrumentality of such other organisation wholly or partially from funds advanced for that purpose by the State, a building society or a local authority.

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. Employers may in their discretion require employees to make a deposit against loss or damage to uniforms. The deposit shall be refunded on the return of the uniform, fair wear and tear excepted.

7. PROPORTION AND RATIO OF EMPLOYEES

(1) There shall be employed in each establishment one qualified employee before an unqualified employee in the said category is employed, and for each qualified employee employed in each category there may be employed not more than one unqualified employee in the said category.

(2) 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.

8. HOURS OF WORK

(1) (a) The ordinary working hours of an employee shall not exceed 108 hours per fortnight.

(b) *Etenspouses*.—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 werkdag of oortyd beskou word nie: Met dien verstande dat die werktydperk tussen twee sodanige etes hoogstens ses agtereenvolgende ure mag duur: Voorts met dien verstande dat werktydperke onderbreek deur 'n pouse van minder as 30 minute as aaneenlopend beskou moet word.

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

(3) Behoudens subklousule (5), moet 'n werkgever elkeen van sy werknemers, met inbegrip van algemenedienstewerknemers, toelaat om elke 14 dae 48 uur van diens af te wees wat in hoogstens twee tydperke van 24 agtereenvolgende ure ingedeel kan word.

(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 voorgeskrewe tydperke is, minstens sy uurloon, plus 50 persent, betaal word.

(6) Subklousules (1), (2), (4) en (5) van hierdie klousule is nie van toepassing op 'n werknemer wat meer as R10 200 per jaar verdien nie.

9. BYWONINGSREGISTERS EN TYD- EN LOONREGISTERS

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

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

(3) Die ure wat algemenedienstewerknemers werk, moet deur die werkgever in besonderhede in die loonregister aangeteken word.

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

(5) Ingeval 'n tydskloktelsel in 'n bedryfsinrigting ingestel word, is 'n bywoningsregister nie nodig nie.

(6) Hierdie klousule is nie van toepassing op 'n werknemer wat meer as R10 200 per jaar verdien nie.

10. JAARLIKSE VERLOF

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

(ii) Aan elke werknemer, uitgesonderd 'n los werknemer, moet daar na voltooiing van drie 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) 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.

(c) Indien 'n werknemer se diens gedurende sy eerste diensjaar beëindig word voordat sodanige eerste jaar voltooi is maar na voltooiing van minstens een maand diens, moet sy werkgever hom vir elke voltooiende maand diens in die onvoltooide diensjaar 13,5 maal die uurloon betaal van die loon wat die werknemer ontvang het by diensbeëindiging.

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

(i) As hy op 21 agtereenvolgende dae verlof geregtig is, 13,5 maal;

(ii) as hy of 28 agtereenvolgende dae verlof geregtig is, 18,0 maal;

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

(e) Indien 'n werkgever sy diens verlaat sonder dat hy die nodige kennis daarvan gee en die diensopseggingstermyn uitgedien het soos in klousule 13 voorgeskryf, is hy, behoudens klousule 13 (3), nie op besoldiging uit hoofde van hierdie klousule geregtig nie, tensy hy by sodanige versuim 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 gaag word te begin—

(a) in die geval van dié werknemers wat kragtens die Ooreenkoms gepubliseer by Goewernementskennisgewing R. 1469 van 29 Junie 1979 op verlof geregtig geword het, vanaf die datum waarop dié werknemers laas op verlof geregtig geword het;

(b) *Meal intervals*.—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 interval 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 an interval 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 48 hours each fortnight, which may be divided into not more than two periods 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 R10 200 per annum.

9. ATTENDANCE REGISTERS AND TIME AND WAGE REGISTERS

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

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

(3) The hours worked in respect of general services employees shall be detailed in the wage register to be kept by the employer.

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

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

(6) The provisions of this clause shall not apply in respect of any employee who earns more than R10 200 per annum.

10. ANNUAL LEAVE

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

(ii) Every employee, other than a casual employee, shall be given, after the completion of three 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) 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.

(c) 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 one month's employment, the employer shall pay to the employee for each completed month of employment in the uncompleted year 13,5 times the hourly wages at the wage which the employee was receiving when his employment was terminated.

(d) If an employee has become entitled to leave in terms of paragraph (a) 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 21 days, 13,5 times;

(ii) where the leave entitlement is 28 days, 18,0 times;

the hourly 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.

(e) If an employee leaves his employment without having given and served the period of notice prescribed in clause 13, he shall, unless in failing to give such notice or to work during such period he was acting within his legal rights, 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 has become entitled to leave in terms of the Agreement published under Government Notice R. 1469 of 29 June 1979, from the date upon which such employees last became entitled to leave;

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

(a) kragtens subklousule (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 paragrafe (a), (c) en (d) altesaam hoogstens 10 weke in 'n jaar beloop, plus hoogstens vier maande van 'n bepaalde ononderbroke tydperk van militêre diens.

11. OPENBARE VAKANSIEDAE

(1) Behoudens klousules 5 (6) en 10, moet 'n werkgever sy werknemer wat nie op Goeie Vrydag, Hemelvaartsdag, Gelofte dag 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, Gelofte dag of Kersdag werk, moet sy werkgever hom behoudens klousule 5 (6)—

(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

(1) Behoudens subklousule (2) moet 'n werkgever aan 'n werknemer wat weens ongeskiktheid van sy werk afwesig is, minstens 36 werkdag siekteverlof toestaan in elke siklus van 36 agtereenvolgende maande diens by hom en moet hy sodanige werknemer ten opsigte van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou verdien het indien hy in sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer in die eerste 36 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as teen die koers van een werkdag ten opsigte van elke voltooide maand diens;

(ii) hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer op wie se skriftelike versoek 'n werkgever minstens dieselfde bydrae maak as wat die werknemer aan 'n fonds of organisasie betaal wat deur die werknemer aangewys is, welke fonds of organisasie die werknemer waarborg dat daar aan hom in die geval van sy ondergeskiktheid onder die omstandighede in hierdie klousule gemeld, altesaam minstens die ekwivalent van sy loon vir 36 werkdag in elke siklus van 36 agtereenvolgende maande diens betaal sal word: Met dien verstande dat die waarborg gedurende die eerste 36 maande wat die werknemer bydraes betaal nie meer hoef te wees nie as die aanwassingskoers soos in die eerste voorbehoud van hierdie subklousule bepaal;

(iii) indien daar regtens van 'n werkgever vereis word om geld vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en hy sodanige geld betaal, die bedrag wat aldus betaal is afgetrek kan word van die betaling wat ingevolge hierdie klousule ten opsigte van afwesigheid as gevolg van ongeskiktheid aan die werknemer verskuldig is;

(iv) indien daar kragtens 'n ander wet van die werkgever vereis word om 'n werknemer sy volle loon te betaal ten opsigte van 'n tydperk van ongeskiktheid waarvoor hierdie klousule voorsiening maak, hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever kan as opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat 'n werknemer kragtens hierdie klousule ten opsigte van sy afwesigheid van werk vir 'n langer tydperk as drie agtereenvolgende kalenderdae eis, vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregistreerde mediese praktisyn onderteken is en die aard en duur van die werknemer se ongeskiktheid aandui: Met dien verstande dat indien 'n werknemer gedurende 'n tydperk van tot agt weke by twee of meer geleenthede kragtens hierdie klousule betaal is sonder dat hy sodanige sertifikaat voorgelê het, sy werkgever gedurende die tydperk van agt weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van afwesigheid van werk voor te lê.

(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.

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

(a) absent on leave in terms of subclause (1) (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 underbroken period of military service.

11. PUBLIC HOLIDAYS

(1) Subject to the provisions of clauses 5, 6 and 10, if an employee does not work on Good Friday, Ascension Day, Day of the Vow 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, Day of the Vow or Christmas Day, his employer shall, save as is provided in clause 5 (6)—

(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

(1) Subject to the provisions of subclause 2, an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than 36 work-days' sick leave in the aggregate during each cycle of consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

(i) in the first 36 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment;

(ii) this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation named by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 36 work-days in each cycle of 36 months of employment, except that during the first 36 months of the payment of contributions by the employee the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;

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

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than three consecutive calendar days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence.

(3) Waar 'n werknemer gedurende die eerste siklus van 36 maande diens by dieselfde werkgever as gevolg van ongeskiktheid afwesig is vir 'n langer tydperk as die siekteverlof wat by die aanvang van sodanige ongeskiktheid opgeloopt het, is hy geregtig op betaling vir slegs sodanige opgelope siekteverlof; maar sy werkgever moet hom, as hy dit nie voorheen gedoen het nie, by die verstryking van genoemde dienssiklus of by diensbeëindiging voor die genoemde verstryking, ten opsigte van sodanige langer tydperk van afwesigheid as gevolg van ongeskiktheid betaal in soverre as wat die siekteverlof wat tot by sodanige verstryking of diensbeëindiging opgeloopt het, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag die volgende in te sluit:

(i) Die tydperk waartydens 'n werknemer afwesig is—

(aa) met verlof ingevolge klousule 10;

(ab) in opdrag of op versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

wat altesaam op hoogstens 10 weke in 'n jaar te staan kom; en

(ii) die tydperk van afwesigheid waartydens 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van sodanige dienstydperk as diens te eis, en vir die toepassing van hierdie klousule word elke tydperk van diens wat 'n werknemer by dieselfde werkgever onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms gehad het, geag diens ingevolge hierdie Ooreenkoms te wees en word alle siekteverlof met volle betaling wat aan sodanige werknemer gedurende sodanige tydperk toegestaan is, geag ingevolge hierdie Ooreenkoms toegestaan te gewees het;

(b) beteken die uitdrukking "ongeskiktheid" onvermoë om te werk as gevolg van siekte of besering wat nie veroorsaak is nie deur—

(i) 'n werknemer se eie wangedrag; of

(ii) 'n ongeluk binne die bedoeling van die Ongevallewet, 1941.

13. BEËINDIGING 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 'n werkgever en 'n 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 algemenedienstewerkmers, los en ongeletterde werkmers.

(2) Indien 'n werkgever 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 werkgever betaal het in plaas van kennis te gee.

(4) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die werkgever geregtig, as die geld wat 'n werkgever '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 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, saamval nie.

(7) 'n Werkgever moet by die beëindiging van die dienskontrak van elkeen van sy werkmers wat 'n lid van die vakbond is, uitgesonderd 'n los werknemer, 'n aantekening ingevolge klousule 23 van hierdie Ooreenkoms op die werknemer se vakverenigingslidmaatskapkaart maak wat die dienstydperk en elke verandering in sy klassifikasie aandui.

(3) Where, during the first cycle of 36 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to be paid only in respect of such leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, has not been taken.

(4) For the purposes of this clause, the expression—

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

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

(aa) on leave in terms of clause 10;

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

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

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

(ii) any period during which an employee is absent undergoing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service, and any period of employment which an employee has had with the same employer immediately before the date of the coming into force of this Agreement shall for the purposes of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by—

(i) an employee's own misconduct; or

(ii) an accident within the meaning of the Workmen's Compensation Act of 1941.

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.

(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) in the case of an employee referred to in subclause (1) (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, who is a trade union member, other than a casual employee, record on the employee's trade union card the period of service and any change to his classification in terms of clause 23 of the Agreement.

14. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van elke 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 na goeë dunks 'n vrystellingsertifikaat 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 vrystellingsertifikaat uitreik wat deur die Voorsitter en homself onderteken is en wat die volgende aantoon:

- (a) Naam van die 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 werkgever stuur.

15. UITGAWES VAN DIE RAAD

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

Elke werkgever moet 'n bedrag van 50c per maand aftrek van die loon van elke werknemer in sy diens, en dit goed vir alle werknemers wat onder hierdie Ooreenkoms val. By dié bedrag moet die werkgever 'n gelyke 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. ADMINISTRASIE VAN OOREENKOMS

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

17. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Elke werkgever 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 'n tyd of tye wat by wet verbode is nie.

19. VAKVERENIGINGARBEID

(1) Geen werkgever wat 'n lid is van enige van die werkgewersorganisasies mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van die vakvereniging toelaatbaar is, nie op die datum waarop hierdie ooreenkoms in werking tree 'n lid van die vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die ooreenkoms geskied, 'n lid van die vakvereniging word nie; en geen lid van enige van die vakverenigings mag in diens bly by 'n werkgever wat nie 'n lid is van enige van die werkgewersorganisasies op die datum waarop hierdie ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie ooreenkoms geskied, 'n lid van enige van die werkgewersorganisasies word nie.

(2) Bewys van lidmaatskap van die vakvereniging is die voorlegging van 'n lidmaatskapkaart wat deur en op gesag van die vakvereniging uitgereik is.

(3) Elke werkgever moet 'n beampte wat deur die vakvereniging daartoe gemagtig is, toegang tot sy bedryfsinrigting verleen gedurende tye wat redelik geleë is om—

- (a) lede te werf;
- (b) kennisgewings wat deur die vakvereniging uitgereik word op te plak en te versprei;
- (c) in die algemeen aan lede en werkgewers vir onderlinge voordeel bystand te verleen.

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

Geen werkgever mag iemand onder die ouderdom van 15 jaar in diens neem nie.

14. EXEMPTIONS

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

(2) The Council shall fix in respect of any person granted exemption under the provisions of 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 in 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 every employee in his employ, which includes all employees governed by this Agreement, an amount of 50c per month. To this amount the employer shall add an 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

(1) No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of the trade union, is not a member of such union as at the date of coming into operation of this agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of the employers' organisation as at the date of coming into operation of this agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this agreement, become a member of the employers' organisation.

(2) Proof of membership of the trade union shall be the production of a membership card issued by and on the authority of the trade union.

(3) Every employer shall permit any official authorised by the trade union to enter his establishment during such reasonable times as may be convenient for the purpose of—

- (a) enrolling members;
- (b) posting and distributing notices by the trade union;
- (c) generally assisting members and employers for mutual benefit.

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. LEDEGELD AAN VAKVERENIGING

Elke werkgever 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 behulpsaam te wees by die toepassing van hierdie Ooreenkoms.

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

23. VAKVERENIGINGSLIDMAATSKAPKAARTE

'n Werkgever moet by die beëindiging van die dienskontrak van een van sy werknemers, uitgesonderd 'n los werknemer, die volle naam van die werker, die aard van die diens, die aanvangsdatum van sodanige dienskontrak en die datum van diensbeëindiging op die werknemer se vakvereniginglidmaatskapkaart aanteken. Hierdie klousule geld ten opsigte van elke dienstydperk.

24. PENSIOENFONDS

(1) Aangesien die Raad besluit het dat werkgevers 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 die invordering van bydraes ooreenkomstig die prosedure wat hierna omskryf word ten einde die oogmerke uiteengesit in die reëls van die Fonds te implementeer.

(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 die 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 werkgever '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 werkgever van daardie werknemer op genoemde datum 'n deelnemer was, of ten opsigte van die werkgever van sodanige werknemer, slegs gedurende sodanige tydperk waartydens sodanige ander fonds voortgaan om te funksioneer en beide die werkgever 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 werkgever op elke betaaldag die bedrae kragtens die reëls van die Fonds bereken en deur die administrateurs van die Fonds aan hom bekend maak, van sy werknemer se loon aftrek: Met dien verstande dat sodanige bedrae hoogstens 7½ 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 werkgever 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 dag van die maand wat volg op die maand waartydens die aftrekkings gemaak is, deur die werkgever aan die administrateurs van die Fonds gestuur word.

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

21. TRADE UNION SUBSCRIPTIONS

Every employer shall, with the written consent of the employee, deduct from every member of the trade union in his employ the membership subscription 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. TRADE UNION CARDS

An employer shall, upon termination of the contract of employment of any of his employees, other than a casual employee, record on such employee's trade union card the full name of the employee, nature of the employment, the date of commencement of the contract of employment and the date of termination thereof. This clause shall apply to any period of employment.

24. PENSION FUND

(1) The Council having resolved that employers and employees in the Liquor and Catering Trade shall participate in the Hotel Pension Fund inaugurated by the Hotel Board, hereinafter referred to as the "Fund", hereby authorises, for 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 7½ 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 subclause (3) and (4) shall be forwarded by the employer to the administrators of the Fund not later than the 15th day 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.

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

Enige geskil tussen 'n werkgewer en enigeen van sy werknemers wat nie onderling geskik kan word nie moet aan die Raad of die aangewese agent van die Raad vir skikking voorgelê word.

M. J. BROWN, vir Ernst & Whinney, Sekretaris van die Raad.

M. J. BROWN, for Ernst & Whinney, Secretary for the Council.

[illegible]

Datum en dag van week Date and day of week		Inskrywings wat werknemers moet maak Entries to be made by employees											Opmerkings (as daar is) Remarks (if any)		
Jaar/Year Maand Month		Handtekening Signature	Aan- vangstyd van werk Time of commencing work	Werkpouses Intervals of work				Ophou- tyd van werk Time of finishing work	Verlengde ure gewerk Increased hours worked		Totale getal ure gewerk Total number of hours worked		Deur werknemer By employee	Deur werkgever By employer	Deur inspekteur By inspector
Datum Date	Dag van week Day of week			Van Off	Tot On	Van Off	Tot On		Van On	Tot Off	Elke dag Each day	Elke week Each week		As werknemer afwesig is, redes vir sy afwesigheid (Moet deur werkgever onderteken word) If employee is absent, reasons for his absence (to be signed by employer)	
17															
18															
19															
20															
21															
22															
23															
24															
25															
26															
27															
28															
29															
30															
31															

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.

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.

KOOP NASIONALE SPAARSERTIFIKATE
BUY NATIONAL SAVINGS CERTIFICATES

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