



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3686

REGULATION GAZETTE No. 3686

PRYS (AVB ingesluit) 30c PRICE (GST included)

As 'n Nuusblad by die Poskantoor Geregistreer

BUITELANDS 40c ABROAD

Registered at the Post Office as a Newspaper

POSVRY · POST FREE

Vol. 225

PRETORIA, 16 MAART 1984
MARCH

No. 9132

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 485

16 Maart 1984

WET OP ARBEIDSVERHOUDINGE, 1956

DRANK- EN SPYSENIERINGSBEDRYF, PIETER-MARITZBURG.—HOOFOOREENKOMS

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 31 Maart 1987 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (4) (e), 18, 19, 20 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1987 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 SPYSENIERINGSBEDRYF, PIETERMARITZBURG

OOREENKOMS

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

The Hotel and Liquor Traders' Association—Natal Inland (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

The Natal Liquor and Catering Trades Employees' Union

943—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 485

16 March 1984

LABOUR RELATIONS ACT, 1956

LIQUOR AND CATERING TRADE, PIETERMARITZBURG.—MAIN 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 31 March 1987, 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), 2, 5 (4) (e), 18, 19, 20 and 23, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1987, 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, PIETERMARITZBURG

AGREEMENT

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

The Hotel and Liquor Traders' Association—Natal Inland (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Natal Liquor and Catering Trades Employees' Union

9132—1

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

wat die partye is by die Nywerheidsraad vir die Drank- en Spysenieringsbedryf, Pietermaritzburg.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrosdistrik Pietermaritzburg nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en die Drank- en Spysenieringsbedryf uitoefen en deur alle werknemers wat lede van die vakvereniging is en in dié Bedryf werksaam is.

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet bepaal en bly van krag drie jaar vanaf genoemde datum of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in dié Wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue, en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"agent" iemand deur die Raad aangestel om inspeksies uit te voer en in die algemeen te help met die uitvoering van alle ooreenkomste wat deur die partye by die Raad aangegaan word;

"assistent-bestuurder" 'n werknemer wat 'n bestuurder by die uitvoering van sy pligte bystaan en wat namens hom kan optree; Met dien verstande dat, vir die toepassing van hierdie omskrywing, bestuurder 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid omvat of 'n vennoot of eienaar wat gereeld die pligte van 'n bestuurder uitvoer;

"kroegman/kroegvrou" 'n werknemer, uitgesonderd 'n kelner of wynkelner, wat drank oor die toonbank of vanuit die kroeg in 'n bedryfsinrigting verkoop;

"kroegman/kroegvrou, gekwalifiseer," 'n kroegman/kroegvrou met minstens twee jaar ondervinding as kroegman/kroegvrou; Met dien verstande dat ondervinding van drie jaar of langer as wynkelner geag word een jaar ondervinding as kroegman/kroegvrou te wees;

"kroegman/kroegvrou, ongekwalifiseer," 'n kroegman/kroegvrou met minder as twee jaar ondervinding as kroegman/kroegvrou; Met dien verstande dat ondervinding van drie jaar of langer as wynkelner geag word een jaar ondervinding as kroegman/kroegvrou te wees;

"kos en inwoning" die verskaffing van drie etes per dag en huisvesting aan persone in diens in 'n bedryfsinrigting waar sodanige etes en huisvesting deel uitmaak van die totale besoldiging wat aan 'n werknemer betaal word;

"boekhouer" 'n werknemer wat rekeningboeke tot op die proefbalansstadium byskryf;

"los werknemer" 'n werknemer wat hoogstens een week op 'n slag by dieselfde werkgewer in diens is;

"klerk" 'n werknemer wat skryf- of tikwerk doen, kontant ontvang of hanteer of enige vorm van klerklike werk verrig, en dit sluit 'n ontvangsdame in, maar nie 'n ander klas werknemer wat elders in hierdie Ooreenkoms omskryf word nie ofskoon klerklike werk deel van sodanige werknemer se pligte uitmaak;

"klerk, gekwalifiseer," 'n klerk met minstens twee jaar ondervinding as sodanig;

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

"kok" 'n werknemer, uitgesonderd 'n leerlingkok, algemenedienstewerknemer, roosterbediener of kelner, wat 'n werksaamheid verrig by die bereiding of gaarmaak van voedsel;

"kok, gekwalifiseer," 'n kok met minstens drie jaar ondervinding as sodanig; Met dien verstande dat wanneer voldoende opleidingsfasiliteite in die landdrosdistrik Pietermaritzburg beskikbaar word die tydperk van ondervinding tot twee jaar verminder word vir diegene wat die beskikbare kursus of kursusse voltooi het;

"Raad" die Nywerheidsraad vir die Drank- en Spysenieringsbedryf, Pietermaritzburg, geregistreer ingevolge artikel 19 van die Wet;

"dagloon," in die geval van alle werknemers, uitgesonderd los werknemers, die weekloon gedeel deur ses;

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

"noodwerk" werk wat weens onvoorsiene omstandighede soos storms, brand, ongelukke, gewelddaad, epidemiese siekte of diefstal onverwyld gedoen moet word om noodsaaklike dienste in stand te hou;

(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, Pietermaritzburg.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Pietermaritzburg by all employers who are members of the employers' organisation and are engaged in the Liquor and Catering Trade and by all employees who are members of the trade union and are employed in that Trade.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for a period of three years from the said date or for such period as may be determined by him.

3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Act shall have the same meaning as in the Act, and unless the contrary intention appears, words importing the masculine gender shall include females and any reference to any Act shall include any amendment of such Act; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, 1956;

"agent" means a person appointed by the Council to carry out inspections and generally to assist in giving effect to the terms of any agreement entered into by the parties to the Council;

"assistant manager" means an employee who assists a manager in the performance of his duties and who may act for him; Provided that, for the purposes of this definition, manager includes a director of a limited liability company or a partner or proprietor who regularly performs the duties of a manager;

"barman/barmaid" means an employee, other than a waiter or wine steward, employed in the sale of liquor over the counter or from the bar in an establishment;

"barman/barmaid, qualified," means a barman/barmaid who has had not less than two years' experience as a barman/barmaid; Provided that experience as a wine steward for three years or longer shall be deemed to be one year's experience as a barman/barmaid;

"barman/barmaid, unqualified," means a barman/barmaid who has had less than two years' experience as a barman/barmaid; Provided that experience as a wine steward for three years or longer shall be deemed to be one year's experience as a barman/barmaid;

"board and lodging" means the supply of three meals per day and of accommodation to persons who are employed in an establishment where such board and lodging forms part of the total remuneration paid to an employee;

"bookkeeper" means an employee who is engaged in writing up books of account to trial balance;

"casual employee" means an employee who is engaged by the same employer for a period not exceeding one week at a time;

"clerical employee" means an employee engaged in writing, typing, receiving or handling cash or in any form of clerical work and includes a receptionist but does not include any other class of employee elsewhere defined in this Agreement, notwithstanding the fact that clerical work may form part of such employee's duties;

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

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

"cook" means an employee, other than a learner cook, general service employee, griller or waiter, who is engaged in any operation in the preparation or cooking of food;

"cook, qualified," means a cook who has had not less than three years' experience as such; Provided that when adequate training facilities become available in the Magisterial District of Pietermaritzburg, the period of experience shall be reduced to two years for those who have completed the course or courses available;

"Council" means the Industrial Council for the Liquor and Catering Trade, Pietermaritzburg, registered in terms of section 19 of the Act;

"daily wage" means, in the case of all employees, excluding casual employees, the weekly wage divided by six;

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

"emergency work" means any work which, owing to unforeseen circumstances such as storms, fire, accident, act of violence, epidemic, illness or theft, must be done without delay in order to maintain essential services;

"bedryfsinrigting" 'n perseel ten opsigte waarvan daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die lisensies gespesifiseer in die omskrywing van die Drank- en Spysenieringsbedryf gehou word, en/of waarby een of meer werknemers betrokke is wat in die Drank- en Spysenieringsbedryf werksaam is;

"ondervinding" die totale tydperk wat 'n werknemer voor of na die datum van inwerkingtreding van hierdie Ooreenkoms werksaam was in die Drank- en Spysenieringsbedryf in die beroep waarin hy in diens is. Met dien verstande dat—

(a) vir die toepassing van die omskrywing van—

(i) "buiterverkoopassistent, gekwalifiseer," en "buiterverkoopassistent, ongekwalifiseer," ondervinding beteken die totale tydperk wat 'n werknemer as 'n buiterverkoopassistent en in 'n drankwinkel werksaam was;

(ii) "klerk, gekwalifiseer," en "klerk, ongekwalifiseer," ondervinding beteken die totale tydperk wat 'n werknemer as klerk in 'n bedryf werksaam was;

(b) een jaar ondervinding as leerlingkelner geag word een jaar ondervinding as leerlingwynkelner te wees;

(c) die bewyslas van vorige ondervinding op die werknemer rus wat sodanige bewys by sy indiensneming moet voorleë;

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

(a) 'n Faktotum bystaan;

(b) bagasie, pakkette, gerei of ander artikels dra;

(c) diere, skoeisel, meubels, persele, gerei, voertuie of ander artikels skoonmaak;

(d) rou voedsel vir die gaarmaak daarvan skoonmaak, sny en berei;

(e) maaltye vir die personeel gaarmaak;

(f) goedere te voet aflêwer of deur middel van 'n voet- of handvoertuig of 'n krag- of motoraangedrewe fiets met 'n enjinkapasiteit van hoogstens 50 cm³;

(g) kamers of ander dele van 'n bedryfsinrigting afstof of aan die kant maak;

(h) tuinwerk;

(i) persele, die inhoud daarvan, bagasie, pakkette of ander artikels bewaak;

(j) artikels was en stryk, was, stryk of pars en wasgoed hanteer;

(k) beddens opmaak;

(l) vure maak en/of aan die brand hou;

(m) 'n diens- of goederehyser bedien;

(n) bottels verpak en/of sorteer;

(o) ligte maaltye berei;

(p) afval verwyder;

(q) tee, koffie, kakao of soortgelyke drankte soggens vroeg maak en aan gaste bedien;

(r) kiste en ander artikels opstapel;

(s) diere en pluimvee versorg;

(t) onder toesig van 'n kok aandag skenk aan voedsel terwyl dit gaargemaak word;

(u) boodskappe ontvang en doen;

en omvat dit

(v) 'n garage-oppasser wat motorvoertuie skoonmaak, motorhuispersele bedags bewaak en motorstaanplekke vir drywers aanwys;

"roosterbediener" 'n werknemer wat—

(a) roostergeregte berei, vis, aartappelskyfies of eiers bak of gaarmaak;

(b) hamburgers, worsbroodjies of ander dergelyke voedsel maak of gaarmaak, by die bereiding waarvan 'n oop rooster gebruik word;

(c) rooster- en ander toebroodjies maak;

(d) vooraf verpakte bevrore voedsel verhit; en

(e) die bereide voedsel in (a), (b), (c) en (d) hierbo genoem, asook koue bereide voedsel, bereide slaai en slaaisouse, gestoofde geregte, gekookte vleis en/of groente op borde of in houters plaas gereed om aan gaste te besorg; en sluit dit in

(f) die bediening van 'n roomysuiter, sodapomp en/of halfoutomatiese masjien;

"faktotum" 'n werknemer wat self geringe herstelwerk aan meubels, installasies of ander uitrusting doen of wat aan die hoof staan van ander personeel wat dit doen, en wat geringe herstel- of opknappingswerk aan geboue kan doen en van wie daar daarbenewens vereis kan word om verwerk te verrig;

"hoofkok" 'n gekwalifiseerde kok wat algemene toesig het oor—

(a) die kombuis of kombuise in 'n bedryfsinrigting;

(b) een of meer gekwalifiseerde kokke;

(c) die kombuispersoneel in daardie bedryfsinrigting;

en wat daarvoor verantwoordelik is dat sodanige werknemers hul pligte op 'n doeltreffende wyse uitvoer;

"establishment" means any premises in respect of which there is held for sale of liquor therein, thereon or therefrom one or more of the licences specified in the definition of the Liquor and Catering Trade, and/or in connection with which one or more employees are employed in the Liquor and Catering Trade;

"experience" means the total period of employment in the Liquor and Catering Trade which an employee has had before or subsequent to the date of the commencement of this Agreement in the occupation in which he is employed: Provided that—

(a) for the purposes of the definition of—

(i) "off-sales attendant, qualified," and "off-sales attendant, unqualified," experience means the total period of employment an employee has had as an off-sales attendant and in a bottle store;

(ii) "clerical employee, qualified," and "clerical employee, unqualified," experience means the total period of employment an employee has had as a clerical employee in any trade;

(b) one year's experience as a learner waiter shall be deemed to be one year's experience as a learner wine steward;

(c) the onus of proof of past experience shall be upon the employee who shall produce such proof upon engagement;

"general service employee" means an employee engaged in one or more of the following occupations:

(a) Assisting a handyman;

(b) carrying luggage, parcels, utensils or other articles;

(c) cleaning animals, footwear, furniture, premises, utensils, vehicles or other articles;

(d) cleaning, cutting and preparing raw foodstuffs for cooking;

(e) cooking meals for staff;

(f) delivering goods on foot or by means of a foot- or hand-propelled vehicle or a motor-assisted or motor-driven bicycle with an engine capacity not exceeding 50 cm³;

(g) dusting or tidying any rooms or other parts of an establishment;

(h) gardening work;

(i) guarding premises, their contents, luggage, parcels or other articles;

(j) laundering, washing, ironing or pressing articles and handling laundry;

(k) making beds;

(l) making and/or maintaining fires;

(m) operating a service or goods lift;

(n) packing and/or sorting bottles;

(o) preparing light meals;

(p) removing refuse;

(q) making and serving early morning tea, coffee, cocoa or similar beverages to guests;

(r) stacking cases and other articles;

(s) tending animals and poultry;

(t) under the supervision of a cook attending to foodstuffs in the process of cooking;

(u) receiving messages and running errands;

and includes

(v) a garage attendant who cleans motor vehicles, guards garage premises by day and directs drivers to parking bays;

"griller" means an employee who is engaged in—

(a) preparing grills, frying or cooking fish, chipped potatoes or eggs;

(b) making or cooking hamburgers, hot dogs or any other similar foodstuff in the preparation of which an open grill is used;

(c) making toasted and other sandwiches;

(d) heating pre-packaged frozen foods; and

(e) placing the prepared food mentioned in (a), (b), (c) and (d) above and cold prepared foods, prepared salads and salad dressings, stews, boiled meats and/or vegetables on plates or in containers ready for conveyance to guests; and includes

(f) operating an ice-cream dispenser, soda fountain and/or semi-automatic machine;

"handyman" means an employee who is engaged in and is in charge of other staff making minor repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings and who may in addition be required to do painting;

"head cook" means a qualified cook who is in overall charge of—

(a) the kitchen or kitchens in an establishment;

(b) one or more qualified cooks;

(c) the kitchen staff in that establishment;

and who is responsible for the efficient performance by such employees of their duties;

"hoofkelner", "hoofwynkelner" of "maitre d'hotel" 'n werknemer wat klante hul sitplekke aanwys, in die algemeen toesig hou oor die diens aan klante en wat in beheer is van 'n ondergeskikte personeel van kelners en/of wynkelners;

"hotelkwekeling" 'n werknemer wat in die verskillende afdelings van 'n bedryfsinrigting vir bestuursopleiding in diens is en wie se diens as kwekeling in 'n bepaalde bedryfsinrigting in die eerste plek aan die Raad gerapporteer is;

"uurloon" die weekloon van 'n werknemer gedeel deur die getal gewone werkure per week wat in klousule 7 vir 'n werknemer van sy klas voorgeskryf word;

"huishoudster" 'n werknemer wat spesifiek aangestel is om leiding te gee aan die werk van algemenedienstewerknemers of toesig daaroor te hou en wat daarbenewens enigeen van die pligte van 'n algemenedienstewerknemer kan verrig, lap-, stop- en naaiwerk doen, wasgoed hanteer en dergelike pligte uitvoer;

"jeugdige" 'n werknemer onder die ouderdom van 18 jaar;

"kombuistoetsighouer" 'n werknemer wat toesig hou oor ander werknemers wat in die kombuis van 'n bedryfsinrigting werk en wat in bevel kan wees van kombuisvoorrade en die bestelling van kosvoorrade;

"wasserman" 'n werknemer wat aan die hoof staan van werknemers in 'n wassery in 'n bedryfsinrigting en wat daarvoor verantwoordelik is dat hulle hul pligte op doeltreffende wyse uitvoer;

"leerling" 'n werknemer wie se ondervinding in die besondere beroep waarin hy werksaam is, as hy in diens is as—

(a) kok, minder as drie jaar was: Met dien verstande dat minstens een jaar opleiding as kok by 'n opvoedkundige inrigting wat deur die Raad erken word, vir die toepassing van hierdie omskrywing geag word een jaar ondervinding te wees;

(b) kelner of wynkelner, minder as twee jaar was: Met dien verstande dat minstens een jaar opleiding as kelner of wynkelner by 'n opvoedkundige inrigting wat deur die Raad erken word, geag word een jaar ondervinding te wees: Voorts met dien verstande dat, vir die toepassing van die omskrywing van wynkelner, een jaar opleiding as wynkelner ook geag word ondervinding as leerlingkelner te wees;

"Drank- en Spysenieringsbedryf" of "Bedryf" die Bedryf waarin werkgewers en werknemers met mekaar geassosieer is om sake te doen, hetsy tydelik of permanent, op 'n perseel waar drank verkoop word en ten opsigte waarvan een of meer van ondergenoemde lisensies of magtigings kragtens die bepalings van die Drankwet, 1977, gehou moet word:

- (a) Hoteldranklisensie;
- (b) drankwinkellisensie;
- (c) restaurantdranklisensie;
- (d) wyn-en-bierlisensie;
- (e) tydelike dranklisensie;
- (f) maaltydwyn-en-bierlisensie;
- (g) teaterdranklisensie;
- (h) sportterrein-dranklisensie;
- (i) geleentheidslisensie;
- (j) spesiale magtiging kragtens artikel 23 (1); en
- (k) kantienlisensie uitgereik kragtens die bepalings van die Drankwet, 1928;

en sluit dit alle bykomstige aktiwiteite in wat met enigeen van gemelde werksaamhede gepaard gaan of daaruit voortvloei, maar nie 'n besigheid wat in 'n restaurant, kafee of teekamer gedryf word nie, ten opsigte waarvan die eienaar in besit moet wees van 'n lisensie ingevolge item 1.C.1 van Deel 1 van Bylae 1 van die Ordonnansie op Lisensies, 1973 (Natal);

"maitre d'hotel"—kyk onder "hoofkelner";

"bestuurder" 'n werknemer wat deur sy werkgewer in diens geneem en spesifiek belas is met die algemene toesig oor, verantwoordelikheid vir en reëling van die werksaamhede wat in of in verband met 'n bedryfsinrigting in die Drank- en Spysenieringsbedryf verrig word, maar omvat dit nie 'n werknemer wat 'n bestuurder gedurende sodanige bestuurder se tydelike afwesigheid aflos of wie se inkomste uit die bedryfsinrigting meer as R3 600 per jaar is nie;

"motorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig dryf en van wie vereis kan word om ander bykomstige pligte uit te voer, en vir die toepassing van hierdie omskrywing omvat die omskrywing "n motorvoertuig dryf" alle tydperke waarin daar gedryf word en die tyd deur die drywer bestee aan werk in verband met die motorvoertuig of die laai of aflaai daarvan en alle tydperke waarin daar van hom vereis word om op sy pos te bly, gereed om te dryf;

"nagwag" 'n werknemer hoofsaaklik of uitsluitlik in diens om persele, geboue, hekke of ander eiendom snags te bewaak en wat daarbenewens ook meubels kan poleer en skoonmaak, skoene kan poets, persele kan skoonmaak, vure kan aansteek, gaste by aankoms of vertrek kan bedien en kan help om hulle met etes of verversings te bedien;

"buiteverkoop- of drankwinkelbediener" 'n werknemer wat drank vir verbruik buite die gelisensieerde perseel verkoop;

"head waiter", "head wine steward" or "maitre d'hotel" means an employee who is engaged in showing customers to seats, generally supervising the service to customers and who is in charge of a subordinate staff of waiters and/or wine stewards;

"hotel trainee" means an employee who is employed in the various departments of an establishment for management training and whose employment as a trainee in any particular establishment has in the first instance been notified to the Council;

"hourly wage" means the weekly wage of the employee divided by the number of ordinary weekly hours of work prescribed in clause 7 for an employee of his class;

"housekeeper" means an employee who is specifically appointed to direct or supervise the work of general service employees and who may in addition perform any of the duties of a general service employee and attend to mending, sewing, handling laundry and similar duties;

"juvenile" means any employee under the age of 18 years;

"kitchen supervisor" means an employee who is in supervision over other employees who are employed in the kitchen of any establishment and who may be in charge of kitchen stores and the ordering of provisions;

"laundryman" means an employee who is in charge of employees in a laundry in an establishment and who is responsible for the efficient performance by them of their duties;

"learner" means an employee whose experience in the particular occupation in which he is engaged has been, if employed as—

(a) a cook, less than three years, save that any training as a cook of not less than one year at an educational institution recognised by the Council shall be deemed to be one year's experience for the purposes of this definition;

(b) a waiter or wine steward, less than two years, save that any training as a waiter or wine steward of not less than one year at an educational institution recognised by the Council shall be deemed to be one year's experience: Provided that one year's training as a wine steward shall be deemed to be experience as a learner waiter for the purposes of the definition of wine steward;

"Liquor and Catering Trade" or "Trade" means the Trade in which employers and employees are associated for the purpose of conducting any business, whether temporarily or permanently, on premises where the sale of liquor is carried on and in connection with which one or more of the following licences or authorities issued under the provisions of the Liquor Act, 1977, are required to be held:

- (a) Hotel liquor licence;
- (b) liquor store licence;
- (c) restaurant liquor licence;
- (d) wine and malt liquor licence;
- (e) temporary liquor licence;
- (f) meal time wine and malt licence;
- (g) theatre liquor licence;
- (h) sportsground liquor licence;
- (i) occasional licence;
- (j) special authority under section 23 (1); and
- (k) a bar licence issued under the provisions of the Liquor Act, 1928;

and includes all activities incidental to, or consequent on, any of the aforesaid activities, but does not include the trade carried on in a restaurant, café or tearoom, in respect of which the keeper is required to hold a licence under item 1.C.1 of Part 1 of Schedule 1 to the Licences Ordinance, 1973 (Natal);

"maitre d'hotel"—see under "head waiter";

"manager" means an employee employed and specifically charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on in or in connection with an establishment engaged in the Liquor and Catering Trade but does not include an employee who relieves a manager during such manager's temporary absence, or whose earnings from the establishment exceed R3 600 per annum;

"motor vehicle driver" means an employee who is engaged in driving a motor vehicle and who may be called upon to perform other incidental duties, and for the purposes of this definition "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or its loading or unloading and all periods during which he is obliged to remain at his post in readiness to drive;

"night watchman" means an employee wholly or mainly engaged in guarding premises, buildings, gates or other property by night and who may in addition polish and clean furniture, boots and premises or light fires, attend to guests on arrival or departure and assist in serving them with meals or refreshments;

"off-sales or bottle-store attendant" means an employee who is engaged in the sale of liquor for consumption off the licensed premises;

"buiteverkoop- of drankwinkelbediener, gekwalifiseer," 'n buiteverkoop- of drankwinkelbediener met minstens twee jaar ondervinding;

"buiteverkoop- of drankwinkelbediener, ongekwalifiseer," 'n buiteverkoop- of drankwinkelbediener met minder as twee jaar ondervinding;

"hoteljoggie" 'n werknemer, uitgesonderd 'n algemenedienstewerknemer, 'n portier en 'n kelner, wat boodskappe doen, briewe, boodskappe of pakette aflewer, klokkes beantwoord, bagasie dra, 'n hyser bedien, en wat daarbenewens telefoonoproep kan beantwoord;

"deeltydse werknemer" 'n werknemer, uitgesonderd 'n los werknemer, wat by die week of maand hoogstens vyf werkdere per dag in die permanente diens van 'n bedryfsinrigting in diens is;

"portier" 'n werknemer wat uitsluitlik of hoofsaaklik in diens is om gaste te ontvang, hul bagasie te besorg na, vanuit en in 'n bedryfsinrigting, en van wie daarbenewens vereis kan word om 'n telefoon te beantwoord, 'n telefoonskakelbord te bedien, gaste met verversings en etes te bedien of as chauffeur op te tree namate dit van hom vereis word;

"ontvangsklerk" 'n werknemer wat gaste ontvang, 'n lys van besprekings hou, rekenings uitmaak, geld ontvang en kwitansies uitreik en wat klerklike werk kan verrig;

"restaurantbestuurder" 'n werknemer, uitgesonderd 'n assistent-bestuurder, 'n bestuurder, 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid en 'n vennoot, wat aan die hoof staan van 'n bedryfsinrigting wat nie huisvesting vir loseerders verskaf nie en belas is met die algemene—

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) bestuur van;

die werksaamhede in en die werknemers van sodanige bedryfsinrigting;

"spesiale funksie" 'n bepaalde gebeurtenis of geleentheid, met inbegrip van 'n banket, konferensie, dans, uitstalling, ontvangs, seminar, vertoning of dergelike gebeurtenis of geleentheid;

"werkdagbestek" die tydperk bereken vanaf die tyd waarop 'n werknemer die eerste maal op 'n bepaalde dag begin werk tot die tyd waarop hy op daardie dag ophou werk;

"magasynman" 'n werknemer wat voorrade in 'n bedryfsinrigting aankoop, ontvang, uitreik en beheer, werksaamhede in verband daarmee verrig en wat verantwoordelik is vir sodanige voorrade;

"skakelbordoperateur" 'n werknemer wat 'n telefoonskakelbord bedien en klerklike werk in verband daarmee verrig;

"fooi" 'n kontantbedrag wat 'n klant vrywillig en regstreeks aan 'n werknemer gee, benewens die bedrag wat die klant moet betaal;

"klerebediende" 'n werknemer wat artikels volgens fatsoen stryk, pars, stoom of droogskoonmaak en wat daarbenewens werk kan verrig wat uit sy beroep voortvloei deur geringe herstelwerk en verstellings aan sodanige artikels te doen;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkdere in klousule 7 bedoel en soos vir hom in klousule 4 voorgeskryf, of waar 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkdere 'n hoër bedrag betaal as dié wat aldus voorgeskryf is, dié hoër bedrag;

"weekloon" die maandloon voorgeskryf in klousule 4 (1) gedeel deur vier en een derde;

"kelner" 'n werknemer wat tafels dek, voedsel aan gaste bedien, klokkes beantwoord, biljarttellings aanteken, sodanige ander dienste verrig as wat nodig is vir die gemak en gerief van gaste, voorgeregte en ligte verversings berei, en wat gevra kan word om die pligte van 'n wynkelner te verrig;

"kelner, hoof"—kyk onder "hoofkelner";

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

"wynkelner" 'n werknemer, uitgesonderd 'n kroegman, wat drank aan kliente bedien, wat betaling kan ontvang vir drank wat bedien is en van wie verlan kan word om as kelner op te tree. Niemand mag as leerlingwynkelner in diens geneem word nie, tensy hy minstens een jaar ondervinding as leerlingkelner het;

"wynkelner, gekwalifiseer," 'n wynkelner met minstens twee jaar ondervinding as wynkelner of kelner.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in dié klas te val waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit: Met dien verstande dat—

(i) 'n leerling wat 'n vaardigheidsertifikaat besit van 'n opvoedkundige inrigting wat deur die Raad erken word, by voorlegging van sodanige sertifikaat geregtig is op 'n loonsverhoging van 20 persent; en

(ii) geen leerling as los of deeltydse werknemer in diens geneem mag word teen 'n laer loos as dié voorgeskryf vir 'n gekwalifiseerde werknemer vir die klas werk waarin die leerling in diens geneem is nie.

"off-sales or bottle-store attendant, qualified," means an off-sales or bottle store attendant who has had not less than two years' experience;

"off-sales or bottle-store attendant, unqualified," means an off-sales or bottle store attendant who has had less than two years' experience;

"page" means an employee, other than a general service employee, porter and waiter, who is engaged in running errands, delivering letters, messages or parcels, answering bells, carrying luggage, operating a lift and who may, in addition, answer telephone calls;

"part-time employee" means an employee, other than a casual employee, who is employed by the week or month in the permanent employ of an establishment for not more than five hours' work per day;

"porter" means an employee who is wholly or mainly engaged in receiving guests, attending to their luggage to, from and in an establishment, and who may in addition be required to answer a telephone, operate a telephone switchboard, serve refreshments and meals to guests or act as a chauffeur as and when required;

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

"restaurant manager" means an employee, other than an assistant manager, a manager, director of a limited liability company and a partner, who is in charge of an establishment which does not provide accommodation for lodgers and who has overall—

(a) supervision over;

(b) responsibility for; and

(c) the direction of;

the activities in and the employees of such establishment;

"special function" means a specific event or occasion including a banquet, conference, dance, exhibition, reception, seminar, show or similar event or occasion;

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

"storeman" means an employee who is engaged in purchasing, receiving, issuing and controlling stores in an establishment, operations related thereto and who is responsible for such stores;

"switchboard operator" means an employee who is engaged in operating a telephone switchboard and in performing clerical work connected therewith;

"tipping" means an amount in cash given voluntarily and directly to an employee by the customer in addition to the amount which the customer has to pay.

"valet" means an employee who is engaged in ironing, pressing, steaming or dry-cleaning articles to shape and who may in addition, as work incidental to his occupation, carry out minor repairs and alterations to such articles;

"wage" means that portion of the remuneration payable in money to an employee in respect of his ordinary hours of work referred to in clause 7 and as prescribed for him in clause 4 or where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that so prescribed, it means such higher amount;

"wage, weekly," means the monthly wage prescribed in clause 4 (1) divided by four and one-third;

"waiter" means an employee engaged in laying and setting tables, serving food to guests, answering bells, marking billiards, performing such other services as the comfort and convenience of guests may require, preparing hors d'oeuvres and light refreshments and who may be called upon to perform the duties of a wine steward;

"waiter, head"—see "head waiter";

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

"wine steward" means an employee, other than a barman, who is engaged in serving liquor to customers, who may receive payment for liquor served and who may be called upon to act as a waiter. No person shall be employed as a learner wine steward unless he has had at least one year's experience as a learner waiter.

"wine steward, qualified," means a wine steward who has had not less than two years' experience as a wine steward or waiter.

(2) For the purposes of this Agreement, an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES

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

(i) a learner holding a certificate of competency from an educational institution recognised by the Council shall be entitled upon production of such certificate to an increase of 20 per cent in the wage; and

(ii) no learner shall be employed as a casual or part-time employee at a wage lower than that for a qualified employee for the class of work in which the learner is employed.

	Per maand		
	Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms	Vanaf 1/3/85	Vanaf 1/3/86
	R	R	R
Kroegman/Kroegvrou:			
Gekwalifiseer.....	345*	390*	440*
Ongekwalifiseer:			
Eerste jaar ondervinding	187*	215*	247*
Tweede jaar ondervinding	218*	251*	288*
Boekhouer	350*	402*	463*
Drankwinkel-/Buiteverkoopbediener:			
Gekwalifiseer.....	276	317	365
Ongekwalifiseer:			
Eerste jaar ondervinding	161	185	212
Tweede jaar ondervinding	195	224	257
Klerk:			
Gekwalifiseer.....	228	262	301
Ongekwalifiseer:			
Eerste jaar ondervinding	125	143	165
Tweede jaar ondervinding	150	172	198
Ontvangsklerk:			
Gekwalifiseer.....	216**	248**	285**
Ongekwalifiseer:			
Eerste jaar ondervinding	138**	159**	183**
Tweede jaar ondervinding	150**	173**	200**
Kok, hoof	275*	316*	363*
Kok:			
Gekwalifiseer.....	207*	238*	273*
Leerling:			
Eerste jaar ondervinding	128*	140*	161*
Tweede jaar ondervinding	160*	184*	212*
Algemenedienstewerknemer:			
Man/Vrou	122*	140*	161*
Roosterbediener	132*	151*	171*
Faktotum	184*	211*	243*
Hotellkwekeling	172**	198**	228**
Huishoudster.....	190*	218*	257*
Kombuistoetsighouer.....	174*	200*	230*
Wasseryman	180*	207*	238*
Bestuurder:			
Hotel.....	500**	575**	660**
Buiteverkope/drankwinkel.....	468	538	619
Assistent-bestuurder:			
Hotel.....	322**	370**	425**
Buiteverkope/drankwinkel.....	312	359	413
Restourantbestuurder	322*	370*	425*
Motorvoertuigdrywer.....	152	174	201
Nagwag.....	140*	160*	180*
Hoteljoggie/Hyserbediener	114*	127*	139*
Portier	180*	207*	238*
Magasynman	156*	179*	206*
Skakelbordoperateur.....	180*	207*	238*
Kelner/Wynkelner:			
Hoof.....	280*	315*	355*
Gekwalifiseer.....	250*	280*	315*
Leerling:			
Eerste jaar	152*	172*	200*
Tweede jaar	180*	200*	225*
Klerebediende	172*	198*	228*

* Dui aan plus vry etes terwyl op diens.

** Dui aan plus vry kos en inwoning.

	Per month		
	From the date of coming into operation of this Agreement	From 1/3/85	From 1/3/86
	R	R	R
Barman/Barmaid:			
Qualified	345*	390*	440*
Unqualified:			
First year	187*	215*	247*
Second year	218*	251*	288*
Bookkeeper	350*	402*	463*
Bottle-store/Off-sales attendant:			
Qualified	276	317	365
Unqualified:			
First year	161	185	212
Second year	195	224	257

	Per month		
	From the date of coming into operation of this Agreement R	From 1/3/85 R	From 1/3/86 R
Clerical employee:			
Qualified	228	262	301
Unqualified:			
First year	125	143	165
Second year	150	172	198
Receptionist:			
Qualified	216**	248**	285**
Unqualified:			
First year	138**	159**	183**
Second year	150**	173**	200**
Cook, head	275*	316*	363*
Qualified	207*	238*	273*
Learner:			
First year	128*	140*	161*
Second year	160*	184*	212*
General service employee:			
Male/female	122*	140*	161*
Griller	132*	151*	171*
Handyman	184*	211*	243*
Hôtel trainee	172**	198**	228**
Housekeeper	190*	218*	257*
Kitchen supervisor	174*	200*	230*
Laundryman	180*	207*	238*
Manager:			
Hotel	500**	575**	660**
Off-sales/Bottle-store	468	538	619
Assistant manager:			
Hotel	322**	370**	425**
Off-sales/Bottle-store	312	359	413
Manager, restaurant	322*	370*	425*
Motor vehicle driver	152	174	201
Night Watchman	140*	160*	180*
Page/Lift attendant	114*	127*	139*
Porter	180*	207*	238*
Storeman	156*	179*	206*
Switchboard operator	180*	207*	238*
Waiter/Wine steward:			
Head	280*	315*	355*
Qualified	250*	280*	315*
Learner:			
First year	152*	172*	200*
Second year	180*	200*	225*
Valet	172*	198*	228*

* Denotes plus free meals while on duty.

** Denotes plus free board and lodging.

	Vier uur of minder	Daarna, per uur of gedeelte daarvan
	R	R
Los werknemers:		
Kroegman/Kroegvrouw	10,00*	2,50*
Algemenedienstewerknemer	4,00*	0,90*
Buiteverkoopbediener	8,00	1,75
Kelner/Wynkelner	8,00*	1,75*

* Dui aan plus vry etes terwyl op diens maar dit omvat nie 'n algemenedienstewerknemer in 'n drankwinkel nie.

	Four hours or less	Thereafter, per hour or part thereof
	R	R
Casual employees:		
Barman/Barmaid	10,00*	2,50*
General service employee	4,00*	0,90*
Off-sales attendant	8,00	1,75
Waiter/Wine steward	8,00*	1,75*

* Denotes plus free meals while on duty but does not include a general service employee in a bottle store.

(2) (a) *Inwoning*.—In die geval van alle werknemers wat ingevolge subklousule (1) nie op vry inwoning geregtig is nie, kan die werkgever die volgende bedrae aftrek indien sodanige werknemers instem om inwoning op die werkgever se perseel te aanvaar:

	Per maand
	R
Algemenedienstewerknemers	12,00
Alle ander werknemers	30,00

(b) *Kos*.—In die geval van alle werknemers wat ingevolge subklousule (1) nie geregtig is op vry etes terwyl hulle op diens is nie en wat instem om etes van die werkgever aan te neem, kan die werkgever die volgende bedrae aftrek vir kos wat aldus verskaf word:

	Per ete
	c
Algemenedienstewerknemers	40
Alle ander werknemers	75

Indien 'n werknemer etes geniet terwyl hy van diens af is, kan die werkgever 'n *pro rata*-bedrag aftrek vir etes wat aldus verskaf word.

(c) *Kos en inwoning*.—Indien vry etes terwyl 'n werknemer op diens is, of vry kos en inwoning soos ingevolge subklousule (1) voorgeskryf, nie deur die werkgever verskaf word nie, moet hy die werknemer benewens sy gewone besoldiging die volgende bedrae betaal:

	Algemenedienstewerknemers	Ander werknemers
Kos	40 sent per ete	75 sent per ete
Inwoning	R12,00 per maand	R30,00 per maand

(3) *Dag-, uur- en weekloon*.—Die dag-, uur- en weekloon van 'n werknemer moet ooreenkomstig die omskrywing van "dagloon", "uurloon" en "weekloon" in klousule 3 bereken word.

(4) *Loonwaarborg*.—(a) 'n Loonsverhoging waarop 'n leerling ingevolge hierdie klousule geregtig is, is verskuldig en betaalbaar op die eerste betaaldag na voltooiing van die dienstrydperk wat hom op so 'n verhoging geregtig maak.

(b) Geen bepaling in hierdie Ooreenkomms mag die uitwerking hê dat die lone wat voor die datum van inwerkingtreding van hierdie Ooreenkomms aan 'n werknemer betaal is, verlaag word nie.

(5) *Differensiële loon*.—(a) 'n Werknemer van wie op 'n bepaalde dag vereis word of wat op 'n bepaalde dag toegelaat word om twee of meer klasse werk waarvoor verskillende lone voorgeskryf is, vir 'n tydperk van minder as vier uur te verrig, moet vir dié tyd wat hy elke sodanige klas werk verrig het, besoldig word teen minstens die uurloon van toepassing op dié klas werk, maar die werknemer mag in geen omstandighede minder betaal word as die loon waarteen hy in diens geneem is nie.

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

(i) of 'n hoër loon as dié van sy eie klas;

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

in subklousule (1) voorgeskryf word, moet so 'n werknemer ten opsigte van die hele dag waarop hy sodanige werk verrig, dieselfde loon betaal as wat betaal word aan 'n gekwalifiseerde werknemer wat dieselfde klas werk verrig, maar so 'n werknemer mag in geen omstandighede minder betaal word as die loon waarteen hy in diens geneem is nie.

(6) *Verpligte opleiding*.—Sodra die nodige fasiliteite in die landdrostdistrik Pietermaritzburg beskikbaar is, is dit vir alle leerlingkenners verpligtend om 'n opleidingskursus by te woon by 'n inrigting wat deur die Raad goedgekeur is.

Dié betrokke werknemers moet die kursus minstens 12 maande lank bywoon en wel buite hul gewone werke. Alle gelde verskuldig ten opsigte van dié bywoning moet deur die werkgevers van die betrokke werknemers betaal word.

5. BETALING VAN BESOLDIGING

(1) (a) Die besoldiging van werknemers, uitgesonderd los werknemers, is verskuldig en moet in kontant betaal word en wel soos volg:

(i) In die geval van werknemers wat maandeliks betaal word, maandeliks, op die laaste dag van die maand: Met dien verstande dat, indien so 'n dag op 'n Saterdag, Sondag of 'n openbare vakansiedag val, betaling op die voorafgaande werkdag moet geskied;

(ii) in die geval van werknemers wat weekliks betaal word, weekliks, op die gewone betaaldag:

Met dien verstande dat indien die dienskontrak van 'n werknemer voor die gewone betaaldag van dié werknemer beëindig word, die besoldiging aan hom verskuldig onmiddellik by diensbeëindiging betaal moet word.

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

(2) (a) *Lodging*.—In the case of all employees who, in terms of subclause (1), are not entitled to free lodging, the employer may make the following deductions where such employees agree to accept lodging on the employer's premises:

	Per month
	R
General service employees	12,00
All other employees	30,00

(b) *Board*.—In the case of all employees who, in terms of subclause (1), are not entitled to free meals whilst on duty, and who agree to accept meals from the employer, the employer may make the following deductions for board so provided:

	Per meal
	c
General service employees	40
All other employees	75

Where an employee partakes of meals whilst off duty, the employer will be permitted to make a *pro-rata* deduction for meals so provided.

(c) *Board and lodging*.—Where free meals whilst on duty, or free board and lodging as prescribed in terms of subclause (1), are not provided by the employer, he shall pay to the employee in addition to the ordinary remuneration the following amounts:

	General service employees	Other employees
Board	40 cents per meal	75 cents per meal
Lodging	R12,00 per month	R30,00 per month

(3) *Daily, hourly and weekly wage*.—The daily, hourly and weekly wage of an employee shall be calculated in accordance with the definitions of "daily wage", "hourly wage" and "weekly wage" in clause 3.

(4) *Wage security*.—(a) Any increase in wages to which a learner is entitled in terms of this clause shall become due and payable on the first pay-day after the completion of the period of employment entitling him to such increase.

(b) Nothing in this Agreement shall operate to reduce the wages which are paid to any employee prior to the date of coming into operation of this Agreement.

(5) *Differential wage*.—(a) An employee who on any day is required or allowed to perform two or more classes of work for any period of less than four hours for which different wages are prescribed, shall for the time worked at each such class of work be paid at not less than the time rate applicable to the class of work, but in no case shall such an employee be paid less than at the rate of wages for which he has been engaged.

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

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

(ii) a rising scale of wages terminating in a wage higher than that of his;

is prescribed in subclause (1), shall pay such employee in respect of the whole day on which he performs such work at the same rate as that paid to a qualified employee doing the same class of work, but in no case shall such an employee be paid less than at the rate of wages for which he has been engaged.

(6) *Compulsory training*.—As soon as the necessary facilities become available in the Magisterial District of Pietermaritzburg it shall be compulsory for all learner waiters to attend a course of training at an institution approved by the Council.

Such attendance shall be for a period of at least 12 months and attendances shall take place outside the normal working hours of the employees concerned. All fees due in respect of such attendance shall be payable by the employers of the employees concerned.

5. PAYMENT OF REMUNERATION

(1) (a) The remuneration of employees, other than casual employees, shall become due and be paid in cash—

(i) in the case of monthly-paid employees, monthly, on the last day of the month: Provided that if such a day falls on a Saturday, Sunday or public holiday payment shall be effected on the preceding working day;

(ii) in the case of weekly paid employees, weekly, on the usual pay-day:

Provided that if the contract of service of an employee is terminated before the usual pay-day of such employee, the remuneration due to him shall be paid immediately upon such termination.

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

(c) Die loon moet in 'n verseëelde koevert of houer wees waarop die volgende aangeteken is of wat vergesel moet gaan van 'n staat wat die volgende toon:

- (i) Die werknemer se naam en betaalstaatsnommer;
- (ii) die getal ure oortydwerk wat die werknemer gewerk het;
- (iii) die werknemer se loon;
- (iv) besonderhede van ander besoldiging wat uit die werknemer se diens ontstaan;
- (v) besonderhede van aftrekkings wat gedoen is;
- (vi) die werklike bedrag wat aan die werknemer betaal word; en
- (vii) die tydperk ten opsigte waarvan betaling geskied.

(2) Geen premie mag gevra of aangeneem word vir die opleiding van 'n werknemer nie, behalwe soos bepaal in klousule 4 (6) of in 'n ander ooreenkoms wat ingevolge die Wet bindend is.

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

(4) 'n Werkgever mag sy werknemers geen boetes opleë of bedrae van hul besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer om 'n ander rede as op las of op versoek van sy werkgever van sy werk afwesig is, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(b) bedrae vir 'n vakansie-, siekte-, versekerings-, voorsorg- of pensioenfonds;

(c) bydraes tot die Raad se fondse ingevolge klousule 18 van hierdie Ooreenkoms;

(d) waar 'n werkgever ingevolge 'n wet of ordonnansie of regsgeeding bedrae vir of namens 'n werknemer moet betaal, die bedrag aldus betaal;

(e) bedrae vir ledegeld van die vakvereniging ingevolge klousule 18;

(f) enige bedrag wat 'n werkgever op die skriftelike versoek van die werknemer aan die betrokke werknemer voorgeskiet het.

6. VERBOD OP INDIENSNEEMING

(1) Behalwe waar 'n hoër ouderdomsbeperking kragtens die Drankwet, 1928, vasgestel word, mag geen persoon onder die ouderdom van 16 jaar in 'n bedryfsinrigting in diens geneem word nie.

(2) Niks in hierdie Ooreenkoms word geag magtiging te verleen vir die indiensneming van enigiemand wie se indiensneming by wet verbied word, of die indiensneming van iemand op enige tydstop of tydstoppe wat by wet verbied word nie.

7. WERKURE

(1) Die gewone werkure van 'n werknemer mag hoogstens die volgende wees:

(a) 50 per week in die geval van 'n faktotum, wasseryman, boekhouer, buitewerkbediener en klerk, maar uitgesonderd 'n ontvangsklerk;

(b) nege per dag in die geval van 'n los werknemer;

(c) 72 in ses dae en 12 op 'n dag in die geval van 'n nagwag;

(d) 54 in ses dae en nege op 'n dag in die geval van alle ander werknemers.

(2) *Eienspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen te werk sonder 'n eenspouse van minstens 30 minute nie, en gedurende dié pouse mag sodanige werknemer nie toegelaat word om enige werk te verrig nie.

(3) *Oortydwerk.*—Alle werk wat verrig word buite die gewone werkure in subklousule (1) van hierdie klousule voorgeskryf, word geag oortydwerk te wees en daar moet daarvoor betaal word soos in subklousule (6) hieronder bepaal. Die toestaan van ekstra vry tyd in plaas van betaling word nie toegelaat nie.

(4) *Beperking van oortydwerk.*—'n Werkgever mag nie van sy werknemers vereis of hulle toelaat om meer as 18 uur in 'n bepaalde tydperk van twee weke oortyd te werk nie.

(5) *Weeklikse en maandelikse vry periodes.*—(a) Alle kroegmanne/kroegvroue, uitgesonderd los kroegmanne/kroegvroue, moet een vry aand per week toegestaan word, en dié aand mag nie later as 19h30 begin nie: Met dien verstande egter dat dié vry aand nie op 'n Vrydag, Saterdag of Sondag toegestaan word nie.

(b) Algemenedienstwerknemers in bedryfsinrigtings, uitgesonderd wyn-en-bierbedryfsinrigtings, moet een volle vry werkdag per maand toegestaan word: Met dien verstande dat hulle, in plaas van die vry periode wat by hierdie subklousule en subklousule (1) (d) van hierdie klousule toegelaat word, drie volle dae per maand vry toegestaan kan word wat met tussenpose van ongeveer 10 dae geneem moet word.

(6) *Betaling vir oortydwerk.*—(a) 'n Werknemer van wie vereis word om langer te werk as die gewone werkure wat vir hom in subklousule (1) voorgeskryf word, moet vir elke uur of gedeelte daarvan teen twee maal sy uurloon betaal word.

(c) The wages shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(i) the employee's name and pay-roll number;

(ii) the number of overtime hours worked by the employee;

(iii) the employee's wage;

(iv) the details of any other remuneration arising out of the employee's employment;

(v) the details of any deductions made;

(vi) the actual amount paid to the employee; and

(vii) the period in respect of which payment is made.

(2) No premium shall be charged or accepted for the training of an employee save as provided in clause 4 (6) or in any other agreement which is binding in terms of the Act.

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

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

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of such absence;

(b) deductions for holiday, sick, insurance, provident or pension funds;

(c) contributions to the Council funds in terms of clause 18 of this Agreement;

(d) where an employer is compelled by law or ordinance or legal process to make payments for or on behalf of an employee, any such amount so paid;

(e) deductions for subscriptions to the trade union in terms of clause 18;

(f) deduction of any amount advanced by an employer to his employee at the request of the employee in writing.

6. PROHIBITED EMPLOYMENT

(1) Except where a higher age limit is fixed under the Liquor Act, 1928, no person under the age of 16 years shall be employed in any establishment.

(2) 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.

7. HOURS OF WORK

(1) The ordinary working hours of an employee shall not exceed—

(a) 50 in the case of a handyman, laundryman, bookkeeper, off-sales attendant and clerical employee, but excluding a receptionist;

(b) nine per day in the case of a casual employee;

(c) 72 in any six days and 12 on any day in the case of a night watchman;

(d) 54 in any six days and nine on any one day in the case of all other employees.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than 30 minutes, during which interval such employee shall not be permitted to perform any work.

(3) *Overtime.*—All work performed in excess of the normal working hours laid down in subclause (1) of this clause shall be considered as overtime and shall be paid for as provided in subclause (6) below. No time off shall be allowed in lieu of payment for overtime.

(4) *Limitation of overtime.*—An employer shall not require or permit any of his employees to work overtime for more than 18 hours in any one fortnight.

(5) *Weekly and monthly time off duty.*—(a) All barmen/barmaids other than casual barmen/barmaids, shall be given one evening off per week, commencing not later than 19h30: Provided, however, that such evening off be not taken either on a Friday, Saturday or Sunday.

(b) General service employees in establishments other than a wine and malt establishment shall be granted one full working day off per month: Provided that alternatively to the off-duty periods allowed by this subclause and by subclause (1) (d) of this clause they may be granted three full days off per month, to be taken at intervals of approximately 10 days.

(6) *Payment for overtime.*—(a) An employee who is required to work more than the ordinary working hours prescribed for him in subclause (1) shall for each hour or part thereof be paid double his hourly wage.

(b) Waar oortyd bereken op 'n weeklikse grondslag verskil van dié bereken op 'n daaglikse grondslag, moet die grondslag wat vir die werknemer die gunstigste is, aanvaar word.

(7) *Werkdagbestek*.—Alle werkeure en etenspouses moet voltooi word binne 'n werkdagbestek van 14 uur.

(8) *Noodwerk*.—Ondanks andersluidende bepalings in subklousules (2), (4) en (6) is geen beperkings wat deur hierdie subklousules opgelê word op 'n werknemer van toepassing terwyl hy noodwerk verrig nie, en 'n werknemer kan gedurende sy weeklikse vrye tyd vir noodwerk gebruik word.

(9) *Voorbehoudsbepaling*.—Hierdie klousule is nie op bestuurders, assistent-bestuurders, restaurantbestuurders en hotelkeukelinge van toepassing nie.

(10) *Vertoning van werkroosters*.—Elke werkgever moet op 'n opvallende plek, wat vir al sy werknemers toeganklik is, 'n werkrooster vertoon met vermelding van die naam van elke werknemer (uitgesonderd 'n los werknemer), die dae en die gewone ure waarop en waarin elke sodanige werknemer gedurende die volgende sewe dae moet werk.

8. GETALVERHOUDING VAN WERKNEMERS

(1) In elke bedryfsinrigting—

(a) moet daar een gekwalifiseerde kroegman/kroegvrou in diens wees voordat 'n ongekwalifiseerde kroegman/kroegvrou in diens geneem mag word, en vir elke een gekwalifiseerde kroegman/kroegvrou aldus in diens mag hoogstens een ongekwalifiseerde kroegman/kroegvrou in diens geneem word. Vir die toepassing van hierdie paragraaf word 'n werkgever wat as kroegman/kroegvrou optree nie geag 'n kroegman/kroegvrou in diens te wees nie;

(b) moet daar minstens twee gekwalifiseerde kelners in diens wees voordat 'n leerlingkelner in diens geneem mag word, en daarna moet daar vir elke bykomende twee of gedeelte van twee gekwalifiseerde kelners aldus in diens hoogstens een leerlingkelner in diens geneem word;

(c) moet daar minstens een gekwalifiseerde kok in diens wees voordat 'n leerlingkok in diens geneem mag word, en vir elke gekwalifiseerde kok aldus in diens mag hoogstens een leerlingkok in diens geneem word.

(2) Een gekwalifiseerde buitewerkooppasistent moet in diens wees voordat 'n ongekwalifiseerde buitewerkooppasistent in diens geneem mag word, en vir elke gekwalifiseerde buitewerkooppasistent aldus in diens mag hoogstens een ongekwalifiseerde buitewerkooppasistent in diens geneem word.

(3) Vir die toepassing van hierdie klousule, moet die eienaar, bestuurder, lisensiehouer of huishoudster, of 'n lid van die familie van die eienaar, bestuurder, lisensiehouer of huishoudster nie geag word in diens te wees as kroegman/kroegvrou of kok nie, tensy die Raad vooraf skriftelike magtiging daartoe verleen.

(4) Gedurende die eerste ses maande van die leerlingtydperk moet 'n ongekwalifiseerde kroegman/kroegvrou onder die regstreekse toesig van 'n gekwalifiseerde kroegman/kroegvrou wees en mag hy nie langer as twee uur op 'n bepaalde dag sonder toesig gelaat word nie: Met dien verstande dat hierdie ure te bowe gegaan mag word in omstandighede buite die werkgever se beheer.

9. KENNISGEWING VAN INDIENSNEMING/DIENSVERLATING EN DIENSSERTIFIKAAT

(1) 'n Opgawe van werknemers wat gedurende die maand in diens geneem en/of ontslaan is, moet op die vorm deur die Raad voorgeskryf aan die Sekretaris van die Raad voorgelê word voor of op die 15de dag van die maand wat volg op die maand waarop dié opgawe betrekking het.

(2) Elke werkgever moet 'n dienssertifikaat in die vorm in Aanhangsel B voorgeskryf gratis aan elke werknemer uitreik wanneer hy dié werkgever se diens verlaat. Die werkgever moet 'n duplikaatkopie van elke sertifikaat hou en binne sewe dae vanaf die uitreiking van dié sertifikaat nog 'n kopie aan die Sekretaris van die Raad stuur.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) (a) Alle werknemers, uitgesonderd algemenedienstewerknemers of los werknemers, moet ten opsigte van elke 49 weke diens by dieselfde bedryfsinrigting 21 dae afwesigheidsverlof met volle besoldiging toegestaan word: Met dien verstande dat hulle na vyf jaar ononderbroke diens by dieselfde werkgever op 28 dae afwesigheidsverlof met volle besoldiging geregtig is. Die werkgever kan die tyd vasstel wanneer die verlof geneem kan word, maar as die werkgever nog nie aan sy werknemer sy verlof vooreerst toegestaan het nie, moet dié verlof toegestaan en geneem word om binne drie maande na beëindiging van 49 weke diens te begin. As 'n werknemer se diens vóór die voltooiing van die tydperk van 49 weke maar ná een maand se diens in 'n bepaalde jaar beëindig word, moet die werkgever aan die werknemer ten opsigte van elke voltooië week van dié diens drie nege-en-veertigstes van 'n week se loon betaal teen die loonskaal wat die werknemer ontvang het toe sy diens beëindig is.

(b) Where overtime calculated on a weekly basis differs from that calculated on a daily basis, the basis more favourable to the employee shall be adopted.

(7) *Spreadover*.—All hours of work and meal intervals shall be completed within a spreadover of 14 hours.

(8) *Emergency work*.—Notwithstanding anything to the contrary in subclauses (2), (4) and (6), no restrictions imposed by those subclauses shall apply to any employee whilst employed on emergency work, and any employee may be employed on emergency work during his weekly time off.

(9) *Savings*.—The provisions of this clause shall not apply to managers, assistant managers, restaurant managers and hotel trainees.

(10) *Display of work time-tables*.—Every employer shall exhibit in a conspicuous place available to all employees a time-table showing the name of each employee (other than a casual employee), and the days and the normal hours on and during which each such employee is to work during the ensuing seven days.

8. PROPORTION OR RATIO OF EMPLOYEES

(1) In each establishment—

(a) there shall be employed one qualified barman/barmaid before an unqualified barman/barmaid may be employed, and for every one qualified barman/barmaid so employed not more than one unqualified barman/barmaid may be employed. For the purposes of this paragraph, an employer engaged as a barman/barmaid shall not rank as a barman/barmaid employed;

(b) there shall be employed not less than two qualified waiters before a learner waiter may be employed and thereafter for each additional two or part of two qualified waiters so employed, not more than one learner waiter may be employed;

(c) there shall be employed not less than one qualified cook before a learner cook may be employed, and for every qualified cook so employed, not more than one learner cook may be employed.

(2) One qualified off-sales attendant shall be employed before an unqualified off-sales attendant may be employed, and for each qualified off-sales attendant so employed, not more than one unqualified off-sales attendant may be employed.

(3) For the purposes of this clause, the proprietor, manager, licensee or housekeeper or any member of the family of the proprietor, manager, licensee or housekeeper shall not be deemed to be employed as barman/barmaid or cooks unless written authority is first obtained from the Council.

(4) During the first six months of the learner period, an unqualified barman/barmaid shall be under the direct supervision of a qualified barman/barmaid, and shall not be left unsupervised for a period longer than two hours on any one day: Provided that these hours may be exceeded in circumstances beyond the employer's control.

9. NOTICE OF ENGAGEMENT/TERMINATION AND CERTIFICATE OF SERVICE

(1) A return of employees engaged and/or discharged during the month shall be submitted to the Secretary of the Council, not later than the 15th day of the month following the month to which such return relates in such form as may be prescribed by the Council.

(2) Every employer shall issue a certificate of service in the form prescribed in Annexure B free of charge to each employee at the time he leaves such employer's service. A duplicate copy of each certificate shall be retained by the employer and a further copy shall be delivered by the employer to the Secretary of the Council within seven days of the issue of such certificate.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) (a) All employees, other than general service employees or casual employees, shall be given in respect of each 49 weeks of employment with the same establishment 21 days' leave of absence on full pay: Provided that after five years' continuous employment with the same employer they shall be entitled to 28 days' leave of absence on full pay. The employer may fix the time when such leave may be taken, but should the employer not have granted to his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months of the termination of 49 weeks' employment. When an employee's employment is terminated before the completion of the period of 49 weeks but after one month's employment in any one year, the employer shall pay the employee in respect of each completed week of such employment three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(b) Algemenedienstwerknemers wat twee jaar ononderbroke diens voltooi het, moet ten opsigte van elke 49 weke diens 21 dae afwesigheidsverlof met volle besoldiging toegestaan word. Die werkgewer kan die tyd vasstel wanneer die verlof geneem kan word, maar as die werkgewer nog nie aan sy werknemer sy verlof vroeër toegestaan het nie, moet dié verlof toegestaan en geneem word om binne drie maande ná beëindiging van 49 weke diens te begin. As die werknemer se diens vóór die voltooiing van die tydperk van 49 weke maar ná een maand se diens in 'n bepaalde jaar beëindig word, moet die werkgewer aan die werknemer ten opsigte van elke voltooide week van dié diens drie nege-en-veertigstes van 'n week se loon betaal teen die loonskaal wat die werknemer ontvang het toe sy diens beëindig is.

(c) Algemenedienstwerknemers wat nog nie drie jaar diens by dieselfde werkgewer voltooi het nie, moet ten opsigte van elke 50 weke diens by dieselfde werkgewer 14 dae verlof met volle besoldiging toegestaan word. Die werkgewer moet die tyd vasstel wanneer dié verlof geneem moet word, maar as die werkgewer nog nie die verlof vroeër toegestaan het nie, moet dit toegestaan en geneem word om binne drie maande ná beëindiging van 50 weke diens te begin. 'n Algemenedienstwerknemer wie se diens beëindig word vóór die voltooiing van 50 weke diens by dieselfde werkgewer moet by sodanige diensbeëindiging ten opsigte van elke week diens by dieselfde werkgewer 'n bedrag betaal word gelyk aan twee vyftigstes van die weekloon wat hy ontvang het toe sy diens beëindig is. Met dien verstande dat hierdie bepaling nie van toepassing is op 'n werknemer wat uit sy eie sy diens verlaat vóór die verloop van drie maande diens by dieselfde werkgewer nie.

(d) 'n Werkgewer wat geregtig geword het op 'n tydperk van verlof in subklousule (1) voorgeskryf en wie se dienskontrak verstryk voordat dié verlof toegestaan is, moet by sodanige verstryking en bo en behalwe alle ander besoldiging wat aan hom verskuldig is, die bedrag betaal word wat hy sou ontvang het ten opsigte van die verlof indien die verlof aan hom toegestaan was op dié datum van die verstryking.

(2) Vir die toepassing van subklousule (1) word 'n werknemer se diens geag te begin vanaf—

- (a) die datum waarop die werknemer in die werkgewer se diens getree het; of
 - (b) die datum waarop die werknemer laas op verlof met volle besoldiging geregtig geword het.
- (3) Geen werknemer wat met verlof met volle besoldiging is, mag vir 'n loon of ander vergoeding werk nie.

(4) Geleentheidsverlof kan van die jaarlikse verlof van elke jaar afgetrek word: Met dien verstande dat geen aftrekking van lone soos by klousule 5 (4) (a) toegelaat ten opsigte van sodanige verlof gemaak mag word nie.

(5) Die verloftydperk in subklousule (1) bedoel, mag nie saamval met 'n tydperk van siekteverlof toegestaan ingevolge klousule 12 nie, ook nie met 'n tydperk van kennisgewing van diensbeëindiging nie, en ook nie, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, nie.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag alle tydperke te omvat waarin 'n werknemer afwesig is—

- (a) met verlof ingevolge subklousule (1);
 - (b) met siekteverlof ingevolge klousule 11;
 - (c) in opdrag of op versoek van die werkgewer;
 - (d) om militêre diens te verrig ingevolge die Verdedigingswet, 1957;
- wat altesaam—

(i) in die geval van 'n werknemer in subklousule (1) (a) bedoel, in 'n tydperk van 49 weke hoogstens sewe weke is;

(ii) in die geval van 'n werknemer in subklousule (1) (b) bedoel, in 'n tydperk van 50 weke hoogstens sewe weke is;

ten opsigte van items (a), (b) en (c), plus 'n tydperk van hoogstens vier maande van diens in item (d) bedoel.

(7) (a) Elke werknemer, uitgesonderd 'n los werknemer, is geregtig op verlof met volle besoldiging op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Krugerdag, Gelofte-dag en Kersdag, en dit moet aan hom toegestaan word: Met dien verstande dat daar van 'n werknemer vereis kan word om op sodanige dag te werk.

(b) Elke werknemer van wie ingevolge subklousule (7) (a) vereis word om op sodanige dag te werk, moet vir daardie dag besoldig word teen dubbel die gewone dagloon wat op hom van toepassing is.

11. SIEKTEVERLOF

(1) Elke werknemer, uitgesonderd 'n los werknemer, is geregtig op 42 dae siekteverlof met volle besoldiging gedurende elke siklus van 36 agtereenvolgende maande diens by dieselfde werkgewer: Met dien verstande dat—

- (i) 'n werknemer nie geregtig is op betaling ten opsigte van die eerste twee dae van 'n tydperk van afwesigheid weens siekte nie, selfs al toon hy 'n dokterseertifikaat in dié verband;

(b) General service employees who have completed two years' continuous service shall be given in respect of each 49 weeks of employment 21 days' leave of absence on full pay. The employer may fix the time when such leave may be taken, but should the employer not have granted his employee his period of leave at an earlier date, such leave shall be granted and taken so as to commence within three months of the termination of 49 weeks' employment. When an employee's employment is terminated before the completion of the period of 49 weeks but after one month's employment in any one year, the employer shall pay the employee in respect of each completed week of such employment three forty-ninths of a week's wage at the wage which the employee was receiving when his employment was terminated.

(c) General service employees who have not completed three years' service with the same employer shall in respect of each 50 weeks' employment with the same employer be granted 14 days' leave of absence on full pay. The employer shall fix the time when such leave shall be taken, but should the employer not have granted the leave at an earlier date it shall be granted and taken so as to commence within three months of the termination of 50 weeks' employment. A general service employee whose employment is terminated before the completion of 50 weeks' employment with the same employer shall upon such termination be paid in respect of each week of employment with the same employer an amount equivalent to two-fiftieths of the weekly wage he was receiving when his employment was terminated: Provided that this provision shall not apply to an employee who relinquishes his employment of his own accord before the expiry of three months' employment with the same employer.

(d) An employee who has become entitled to a period of leave prescribed in subclause (1) and whose contract of employment expires before such leave has been granted, shall upon such expiry and in addition to any other remuneration which may be due to him, be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of such expiry.

(2) For the purposes of subclause (1), an employee's employment shall be deemed to commence from—

- (a) the date on which the employee entered the employers' employment; or
- (b) the date on which the employee last became entitled to leave on full pay.

(3) No employee shall work for wages or any other consideration while on leave of absence on full pay.

(4) Casual leave of absence may be deducted from the annual leave of each year: Provided that no deductions from wages as permitted by clause 5 (4) (a) shall be made in respect of such leave.

(5) The period of leave referred to in subclause (1) shall not run concurrently with any period of sick leave granted in terms of clause 12 nor with a period of notice of termination of employment, nor, unless the employee so requests and the employer agrees in writing, with any period of military service in pursuance of the Defence Act, 1957.

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

- (a) on leave in terms of subclause (1);
- (b) on sick leave in terms of clause 11;
- (c) on the instructions or at the request of the employer;
- (d) rendering military service in pursuance of the Defence Act, 1957;

amounting in the aggregate—

(i) in the case of an employee referred to in subclause (1) (a), in any period of 49 weeks to not more than seven weeks;

(ii) in the case of an employee referred to in subclause (1) (b), in any period of 50 weeks to not more than seven weeks;

in respect of items (a), (b) and (c), plus a period not exceeding four months of any service referred to in item (d).

(7) (a) Any employee, other than a casual employee, shall be entitled to and shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, Kruger Day, Day of the Vow and Christmas Day: Provided that an employee may be required to work on any such day.

(b) Any employee who is required to work on any such day in terms of subclause (7) (a) shall be paid for the day double the ordinary daily wage applicable to him.

11. SICK LEAVE

(1) Every employee, other than a casual employee, shall be entitled to 42 days' sick leave on full pay during each cycle of 36 consecutive months' employment with the same employer: Provided that—

- (i) an employee shall not be entitled to payment in respect of the first two days of any period of absence due to illness, notwithstanding the production of a medical certificate in respect thereof;

(ii) hy eers een maand ononderbroke diens by dieselfde werkgever voltooi het;

(iii) die werkgever na een maand en voor die voltooiing van 12 maande diens aan die werknemer wat van sy werk afwesig is weens ongeskiktheid, een twaalfde van 14 dae siekteverlof vir elke voltooide maand diens moet toestaan;

(iv) die werknemer binne twee dae en op eie koste 'n sertifikaat deur 'n gekwalifiseerde geneesheer uitgereik ten opsigte van sy siekte voorlê en wel in die vorm van Aanhangsel B van hierdie Ooreenkoms;

(v) die werknemer se siekte nie te wyte is aan oorsake binne sy beheer nie; en

(vi) waar die verlof van 14 dae nie in 'n bepaalde jaar geneem word nie, dit oplopend is tot 'n tydperk van hoogstens ses weke:

Voorts met dien verstande dat ingeval 'n werkgever by wet verplig is om hospitalegeld te betaal ten opsigte van 'n werknemer in sodanige wet genoem, en dit wel betaal, die betaalde bedrag afgetrek kan word van die betaling verskuldig ten opsigte van siekte ingevolge hierdie klousule, maar hoogstens die bedrag wat betaalbaar is ten opsigte van 'n tydperk van siekte waarvoor hierin voorsiening gemaak word.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag alle tydperke in te sluit waarin 'n werknemer afwesig is—

(a) met verlof ingevolge klousule 10;

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

(c) met siekteverlof ingevolge subklousule (1);

(d) om militêre diens ingevolge die Verdedigingswet, 1957, te verrig;

wat in 'n jaar altesaam hoogstens 10 weke ten opsigte van items (a), (b) en (c) beloop, plus 'n tydperk van hoogstens vier maande van diens in item (d) bedoel wat daardie jaar verrig is.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs gedurende 'n tydperk waarvoor geen skadeloosstelling ten opsigte van arbeidsongeskiktheid ingevolge dié Wet betaalbaar is nie.

12. UNIFORMS EN WASGOED

(1) 'n Werkgever moet alle uniforms, voorskote, wit pette, wit pakke klere of swart baadjies of ander spesiale klere, uitgesonderd swart broeke, wat hy van sy werknemers vereis om te dra, gratis laat was en stryk.

(2) 'n Werkgever wat van sy werknemer vereis of hom toelaat om onderskeidende klere te dra, moet sodanige klere gratis verskaf, in stand hou en laat was en stryk, en dit bly die eiendom van die werkgever.

(3) Hierdie klousule is nie op los werknemers, assistent-bestuurders, bestuurders en restaurantbestuurders van toepassing nie.

13. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgever of 'n werknemer, uitgesonderd 'n los werknemer wat die dienskontrak wil beëindig, moet—

(a) in die geval van werknemers, uitgesonderd kroegmanne/kroegvroue, algemenedienstewerknemers en werknemers in wyn-en-bierbedryfsinrigtings, minstens sewe dae; en

(b) in die geval van kroegmanne/kroegvroue, algemenedienstewerknemers en werknemers in wyn-en-bierbedryfsinrigtings, minstens 24 uur;

skriftelik kennis gee, en wel in die vorm van Aanhangsel C van hierdie Ooreenkoms, van sy voorneme om die kontrak te beëindig: Met dien verstande dat dit nie die volgende mag raak nie:

(i) Die reg van 'n werkgever of 'n werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig; en

(ii) 'n skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as dié wat hierdie klousule voorskryf:

Voorts met dien verstande dat 'n werkgever of 'n werknemer die kontrak sonder kennisgewing kan beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer minstens die volgende te betaal, of aan die werkgever minstens die volgende te betaal of te verbeur, na gelang van die geval:

(i) In die geval van sewe dae kennisgewing, die weekloon;

(ii) in die geval van 24 uur kennisgewing, die dagloon;

wat die werknemer onmiddellik voor die datum van dié beëindiging ontvang het.

(2) Waar daar 'n ooreenkoms is ingevolge paragraaf (ii) van die eerste voorbehoudsbepaling van subklousule (1), moet die betaling of verbeuring in plaas van kennisgewing eweredig wees met die ooreengekome kennisgewingstermyn.

(ii) he first completes one month's continuous employment with the same employer;

(iii) the employer after one month's and before the completion of 12 months' employment shall grant the employee who is absent from work through incapacity one twelfth of 14 days' sick leave for each completed month of employment;

(iv) the employee produces within two days and at his own expense a certificate by a qualified medical practitioner in respect of the illness, in the form of Annexure B to this Agreement;

(v) his illness is not due to causes within his control; and

(vi) where such leave of 14 days is not taken in any one year, it shall be cumulative up to any period not exceeding six weeks:

Provided further that where an employer is by law required to pay and pays hospital fees in respect of any employee referred to in any such law, the amount paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which shall be payable in respect of any period of sickness provided herein.

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

(a) on leave in terms of clause 10;

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

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

(d) rendering military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (a), (b) and (c) plus a period not exceeding four months of any service referred to in item (d), rendered in that year.

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

12. UNIFORMS AND LAUNDRY

(1) An employer shall provide free of charge all laundering of any uniforms, aprons, white caps, white suits or black jackets or other special clothing, other than black trousers, which he requires his employees to wear.

(2) Any employer who requires or permits an employee to wear any distinctive clothing shall supply, maintain and launder such clothing free of charge and it shall remain the property of the employer.

(3) The provisions of this clause shall not apply to casual employees, assistant managers, managers and restaurant managers.

13. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or an employee, other than a casual employee, who desires to terminate the contract of employment shall give—

(a) in the case of employees, other than barmen/barmaids, general service employees and employees in wine and malt establishments, not less than seven days'; and

(b) in the case of barmen/barmaids, general service employees and employees in wine and malt establishments not less than 24 hours';

written notice in the form of Annexure C to this Agreement, of his intention to terminate the contract: Provided that this shall not affect—

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

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

Provided further that an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice, not less than—

(i) in the case of seven days' notice, the weekly wage;

(ii) in the case of 24 hours' notice, the daily wage;

which the employee was receiving immediately before the date of such termination.

(2) Where there is an agreement in terms of paragraph (ii) of the first proviso to subclause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) Die kennisgewing in subklousule (1) voorgeskryf, begin op die dag waarop dit gegee is. Met dien verstande dat die kennisgewingstermyn nie mag saamval met of dat kennis nie gegee mag word gedurende 'n tydperk waarin 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, verrig of waarin 'n werknemer afwesig is met verlof ingevolge klousule 10 of met siekteverlof toegestaan ingevolge klousule 11 nie.

(4) (a) Wanneer die dienste van 'n werknemer deur 'n werkgever beëindig word, en hy binne 21 dae weer deur dieselfde werkgever in diens geneem word, word hy geag ononderbroke diens te gehad het vir die vasstelling van sodanige werknemer se loon en vir die doel van oplopende siekteverlof en oplopende jaarlikse verlof ten opsigte waarvan betaling nog aan die werknemer verskuldig is.

(b) Wanneer 'n werknemer deur 'n werkgever verplaas word van een bedryfsinrigting na 'n ander bedryfsinrigting wat aan dieselfde eienaar behoort, word hy geag ononderbroke diens te gehad het ten opsigte van alle voordele in hierdie Ooreenkoms voorgeskryf.

14. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop die vrystelling verleen word en die tydperk waarvoor die vrystelling van krag is: Met dien verstande dat die Raad na goeddunke en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, 'n vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik waarin onderstaande vermeld word:

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes, ingevolge subklousule (2) van hierdie klousule vasgestel, waarop die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word in volgorde nommer;
 - (b) van elke sertifikaat wat uitgereik word 'n kopie bewaar;
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever stuur; en
 - (d) 'n kopie van elke vrystellingsertifikaat aan die Assistent-afdelingsinspekteur, Departement van Mannekrag, Privaatark 9048, Pietermaritzburg, stuur.

15. BESTAANDE KONTRAKTE

Alle bestaande dienskontrakte wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, is onderworpe aan die bepalings van hierdie Ooreenkoms.

16. SANITÊRE GERIEWE EN RUSKAMER-/VERKLEEKAMER-GERIEWE

'n Werkgever moet behoorlike en voldoende sanitêre geriewe en ruskamer-/verkleekamergeriewe vir al sy werknemers verskaf.

17. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word op die volgende wyse verkry:

Veertig sent per maand of gedeelte daarvan moet deur elke werkgever gedurende 'n bepaalde maand van die verdienste van elk van sy werknemers afgetrek word. Die werkgever moet 'n gelyke bedrag byvoeg en maand vir maand, voor of op die 15de dag van elke maand, die totale bedrag, tesame met 'n staat in sodanige vorm as wat die Raad van tyd tot tyd goedkeur, aan die Sekretaris van die Raad, Posbus 267, Pietermaritzburg, Natal, 3200, stuur.

18. VAKVERENIGING- EN WERKGEWERSORGANISASIE-LEDEGELD

(1) Elke werkgever moet van die loon van elke lid van die vakvereniging in sy diens die lidmaatskapsgelede aftrek wat deur sodanige werknemer aan die vakvereniging betaalbaar is ooreenkomstig die skaal van sodanige ledegeld waarvan die vakvereniging die werkgever in kennis stel.

(2) Elke werkgever wat lid van die werkgewersorganisasie is, moet aan die Raad die ledegeld betaal wat deur hom aan die werkgewersorganisasie verskuldig is ooreenkomstig die skaal van sodanige ledegeld waarvan hy deur genoemde organisasie in kennis gestel word.

(3) Die ledegeld in subklousules (1) en (2) bedoel, moet maandeliks aan die Raad betaal word tesame met bydraes tot die Raad se fondse soos in klousule 17 bepaal en die Voorsorgfondsydraes ingevolge die Voorsorgfondsooreenkoms en moet vergesel gaan van 'n staat in sodanige vorm as wat die Raad van tyd tot tyd goedkeur.

(4) Minstens een maal per maand moet die Raad die totale bedrae wat namens hulle ontvang is, aan die vakvereniging en die werkgewersorganisasie betaal.

(3) The notice prescribed in subclause (1) shall commence to run from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during any period an employee is rendering military service in pursuance of the Defence Act, 1957, or during an employee's absence on leave granted in terms of clause 10 or on sick leave granted in terms of clause 11.

(4) (a) Where the services of an employee are terminated by an employer and he is re-employed by the same employer within 21 days, such an employee shall be deemed to have had unbroken service for the purpose of determining the wage of such an employee and for the purpose of sick leave in the process of accrual and annual leave in the process of accrual in respect of which payment is still owing to the employee.

(b) Where an employee is transferred by an employer from one establishment to another establishment owned by the same employer, he shall be deemed to have had unbroken service in respect of all benefits as prescribed in this Agreement.

14. EXEMPTIONS

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subsection (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.

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

- (a) full name of person concerned;
- (b) the provisions of the agreement from which exemption is 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; and
- (d) forward a copy of each licence of exemption to the Assistant Divisional Inspector, Department of Manpower, Private Bag 9048, Pietermaritzburg.

15. EXISTING CONTRACTS

Any existing contracts of service in operation at the date of commencement of this Agreement shall be subject to the provisions of this Agreement.

16. SANITARY ACCOMMODATION AND REST/CHANGE ROOM FACILITIES

An employer shall provide proper and adequate sanitary accommodation and rest/change room facilities for all employees.

17. COUNCIL FUNDS

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

Forty cents per month or part thereof shall be deducted by every employer from the earnings of each of his employees during any month. The employer shall add a like amount and forward month by month and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 267, Pietermaritzburg, Natal, 3200, accompanied by a schedule in such form as may be decided by the Council from time to time.

18. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

(1) Every employer shall deduct from the wages of each member of the trade union in his employ the membership subscriptions payable by such employee to the trade union in accordance with the scale of such subscriptions as notified by the trade union to the employer.

(2) Every employer who is a member of the employers' organisation shall remit to the Council the subscriptions payable by him to the employers' organisation in accordance with the scale of such subscriptions as notified to him by the said organisation.

(3) The subscriptions referred to in subclauses (1) and (2) shall be paid to the Council monthly together with the contributions to the Council funds as provided in clause 17 and the Provident Fund contributions in terms of the Provident Fund Agreement and shall be accompanied by a schedule in such form as may be decided by the Council from time to time.

(4) The Council shall pay to the trade union and the employers' organisation at least once a month the total amounts received on their behalf.

19. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan werknemers wat verteenwoordigers in die Raad is alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

20. INDIENSNEMING VAN VAKVERENIGINGLEDE

(1) Geen werkgever wat lid is van die werkgeversorganisasie mag 'n werknemer in diens hou wat, hy tot lidmaatskap van die vakvereniging toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree lid van sodanige vakvereniging 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, lid van sodanige vakvereniging word nie; en geen lid van die vakvereniging mag in diens bly by 'n werkgever wat nie lid is van die werkgeversorganisasie 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, lid van die werkgeversorganisasie word nie: Met dien verstande dat 'n lid van die werkgeversorganisasie 'n werknemer in diens kan neem wat nie kwalifiseer vir lidmaatskap van die vakvereniging nie.

(2) Hierdie klousule is nie op 'n immigrant gedurende die eerste jaar ná die datum van sy binnekoms in die Republiek van Suid-Afrika van toepassing nie: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste 90 dae van sy aanvaarding van diens in die Bedryf geweier het om op uitnodiging van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik van krag word.

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

(4) Hierdie klousule is nie op bestuurders, assistent-bestuurders en restaurantbestuurders van toepassing nie.

(5) Elke werkgever moet 'n beaampte wat deur die vakvereniging daartoe gemagtig is, toelaat om sy bedryfsinrigting binne te gaan gedurende redelike tye wat gerieflik is, ten einde—

- (a) onderhoude te voer met werknemers oor vakverenigingsake;
- (b) lede in te skryf;
- (c) kennisgewings van die vakvereniging op te plak en te versprei;
- (d) oor die algemeen lede en werkgevers by te staan tot onderlinge voordeel.

21. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n kopie van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek op sy perseel in 'n posisie wat vir al sy werknemers toeganklik is, opplak en opgeplak hou.

22. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van werkgevers en werknemers menings uiter wat nie met die bepalings daarvan strydig is nie.

(2) Die Raad het die uitdruklike gesag om ondersoek in te stel na enige beweerde wanpraktyk wat uit diens voortspruit.

(3) Geskille wat mag ontstaan betreffende die uitleg van enigeen van die bepalings van hierdie Ooreenkoms moet na die Raad vir 'n beslissing verwys word.

23. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms en dit is die plig van elke werkgever en werknemer om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of dokumente na te gaan en dié persone te ondervra wat vir dié doel nodig is.

By die uitoefening van sy pligte ingevolge hierdie klousule kan 'n agent indien nodig deur 'n tolk vergesel word.

24. DIE HOU VAN REGISTERS, TYD- EN LOONREGISTERS EN BYWONINGSREGISTERS

(1) Dit is die plig van elke werkgever om 'n tyd- en loonregister in stand te hou en die volgende moet daarin verskyn:

Die volle naam van die werknemer; hetsy manlik of vroulik; ras; beroep; ure daaglikse gewerk; bruto loon; aftrekkings en totale netto salaris.

(2) Indien 'n werknemer sy diens op 'n ander dag as die gewone betaal-dag beëindig, moet die werknemer 'n kwitansie teken.

(3) Dit is die plig van elke werkgever om een of meer bywoningsregisters in die vorm deur die Nywerheidsraad goedgekeur in sy bedryfsinrigting te verskaf.

19. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

20. EMPLOYMENT OF 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 trade 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: Provided that a member of the employers' organisation may employ any employee who is not eligible for membership of the trade union.

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 90 days of commencement of his employment in the Trade refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

(3) 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.

(4) This clause shall not apply to managers, assistant managers and restaurant managers.

(5) 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) interviewing employees on trade union matters;
- (b) enrolling members;
- (c) posting and distributing notices by the trade union;
- (d) generally assisting members and employers for mutual benefit.

21. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed a copy of this Agreement in both official languages in some conspicuous place upon his premises in a position accessible to all his employees.

22. INTERPRETATION OF AGREEMENT

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

(2) The Council shall have express authority to investigate any alleged malpractice arising from employment.

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

23. AGENTS

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

In carrying out his duties under this clause, an agent may, if necessary, be accompanied by an interpreter.

24. KEEPING OF RECORDS, TIME AND WAGE REGISTERS AND ATTENDANCE REGISTERS

(1) It shall be the duty of every employer to keep a time and wage register and therein shall be inscribed the full name of the employee; whether male or female; race; occupation; daily hours worked; gross wage; deductions; net total paid.

(2) Where an employee terminates his employment at a time other than on the usual pay-day, the employee shall sign a receipt.

(3) It shall be the duty of every employer to provide in his establishment one or more attendance registers in the form approved by the Industrial Council.

25. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat dit nie reeds ooreenkomstig 'n vorige ooreenkoms gedoen het nie moet, binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat ná daardie datum tot die bedryf toetree, moet binne een maand nadat hy met werksaamhede begin het, aan die Sekretaris van die Nywerheidsraad onderstaande besonderhede stuur:

(a) (i) In die geval van 'n enkele werkgewer, sy volle naam en besigheidsadres en, as hy 'n besigheid onder 'n handelsnaam dryf, die handelsnaam voluit;

(ii) in die geval van twee of meer persone wat 'n besigheid in vennootskap dryf, die volle naam van elke vennoot, die volle vennootskap- of handelsnaam, en die adres waar die vennootskap besigheid dryf;

(iii) in die geval van 'n werkgewer wat 'n geregistreerde maatskappy is, die volle geregistreerde naam van die maatskappy, die adres van sy geregistreerde kantoor, die adres waar hy besigheid dryf wat binne hierdie Ooreenkoms val, en die name van die direkteure;

(b) 'n beskrywing van die bedryf of beroep wat die werkgewer uitoefen.

(2) In geval van 'n verandering in enigeen van die besonderhede wat ingevolge subklousule (1) verstrekt moet word, moet die werkgewer binne 10 dae na sodanige verandering die Sekretaris van die Nywerheidsraad skriftelik daarvan in kennis stel.

(3) 'n Werkgewer moet die Sekretaris van die Nywerheidsraad sewe dae vooraf skriftelik in kennis stel van sy voorneme om op te hou om 'n werkgewer in die Bedryf te wees.

26. STAKINGS, UITSLUITINGS EN GESKILLE

(1) Gedurende die geldigheidsduur van hierdie Ooreenkoms mag geen werkgewer 'n uitsluiting verklaar of daaraan deelneem nie en mag geen werknemer 'n staking verklaar of daaraan deelneem nie.

(2) Elke geskil tussen 'n werkgewer en enigeen van sy werknemers wat nie onderling besleg kan word nie, moet vir beslegting na die Raad verwys word.

27. ULTRA VIRES

Indien enigeen van die bepalings van hierdie Ooreenkoms deur 'n bevoegde geregtshof *ultra vires* verklaar word, word die oorblywende bepalings van die Ooreenkoms geag die Ooreenkoms te wees en bly hulle van krag vir die onverstreke tydperk van hierdie Ooreenkoms.

Op hede die 26ste dag van Oktober 1983 te Pietermaritzburg onderteken.

L. R. PAYNE, Voorsitter.

F. P. PILLAY, Ondervoorsitter.

R. W. DORSE, Sekretaris.

AANHANGSEL A

Sertifikaat No.

NYWERHEIDSRaad VIR DIE DRANK- EN SPYSENSIERINGS-
BEDRYF, PIETERMARITZBURG

DIENSSERTIFIKAAT

Naam van werknemer
Adres

Hierby verklaar ek dat ondergenoemde persoon in my diens was en dat die besonderhede wat hieronder uiteengesit word, korrek is:

1 Volle naam van wknemer.....

- (a) Ook bekend as.....
(b) Identiteitsnommer.....
(c) W.V.F.-reeksnommer.....
(d) Voorsorgfondsnommer.....

2. Adres

3. Geslag 4. Ouderdom

5. Beroep

6. Loon op datum van diensverlating.....

7. Werklike loon en opgelope bedrae wat by diensbeëindiging betaal is.....

8. Datum waarop hy in my diens getree het

9. Datum waarop hy my diens verlaat het.....

10. Rede vir diensverlating:

Bedanking
Vermindering van personeel } Skrap wat nie van toepassing is
Ander } nie.

11. Naam en adres van vorige werkgewer (indien dit vasgestel kan word)

Op hede die dag van 19.....
te gedateer.

Handtekening van werkgewer

Die oorspronklike moet aan die werknemer oorhandig word, een kopie moet aan die Nywerheidsraad, Posbus 267, Pietermaritzburg, 3200, en een kopie aan die Werknemersvakvereniging, Posbus 720, Pietermaritzburg, 3200, gestuur word en een kopie moet in die boek bly.

25. REGISTRATION OF EMPLOYERS

(1) Every employer who has not already done so in pursuance of any previous agreement shall, within one month of the date on which this Agreement comes into operation, and every employer entering the trade after that date shall within one month of commencement of operations by him, forward to the Secretary of the Industrial Council the following particulars:

(a) (i) In the case of a single employer, his full name and business address and, if he carries on business under a trade name, such trade name in full;

(ii) in the case of two or more persons carrying on a business in partnership, the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;

(iii) in the case of the employer being a registered company, the full registered name of the company, the address of its registered office, the address at which the operations which fall within this Agreement are carried on, and the names of the directors;

(b) a description of the trade or operation carried on by the employer.

(2) In the event of a change in any of the particulars required to be furnished in pursuance of subclause (1), the employer shall within 10 days of such change give notice thereof, in writing, to the Secretary of the Industrial Council.

(3) An employer shall give seven days' notice, in writing, to the Secretary of the Industrial Council of his intention to cease to be an employer in the Trade.

26. STRIKES, LOCK-OUTS AND DISPUTES

(1) During the currency of this Agreement no employer shall declare or take part in any lock-out and no employee shall declare or take part in any strike.

(2) Any dispute between an employer and any of his employees which cannot be mutually settled shall be submitted to the Council for settlement.

27. ULTRA VIRES

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

Signed at Pietermaritzburg this 26th day of October 1983.

L. R. PAYNE, Chairman.

F. P. PILLAY, Vice-Chairman.

R. W. DORSE, Secretary.

ANNEXURE A

Certificate No.

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE, PIETERMARITZBURG

CERTIFICATE OF SERVICE

Name of employer
Address

I hereby certify that the undermentioned person was employed by me and that the particulars hereunder are correct:

1. Full name of employee

- (a) Also known as.....
(b) Identity No.....
(c) U.I.F. Serial No.....
(d) Provident Fund No.....

2. Address.....

3. Sex..... 4. Age.....

5. Occupation.....

6. Rate of wages at date of leaving.....

7. Actual wage and accruals paid on termination.....

8. Date of entering my service.....

9. Date of leaving my service.....

10. Reason for leaving:

Resignation
Reduction of staff } Delete those not applicable.
Other

11. Name and address of former employer (if ascertainable):

Dated at this day of
19.....

Signature of employer

Original to be handed to employee, one copy to be sent to the Industrial Council, P.O. Box 267, Pietermaritzburg, 3200, one copy to the Employees' Union, P.O. Box 720, Pietermaritzburg, 3200, and one copy to be retained in the book.

AANHANGSEL B

NYWERHEIDSRaad VIR DIE DRANK- EN SPYSENIERINGS-
BEDRYF, PIETERMARITZBURG

DOKTERSERTIFIKAAT

Ek,
(naam van geneesheer)

van
(adres)

verklaar hierby dat
(naam van pasiënt)

in diens as

op die deur my ondersoek is en dat hy/sy aan* ly.

Ek verklaar verder dat hy/sy gevolglik nie in staat is om sy/haar ampte-
like pligte uit te voer nie en ek beskou dit as noodsaaklik vir die herstel van
sy/haar gesondheid dat hy/sy verlof moet neem van tot ten einde

* Hy/Sy moet in die bed bly.

† Ek sal die pasiënt weer op besoek
en 'n verdere sertifikaat uitreik.

Datum
Handtekening: Geneesheer

* Beskryf die aard van die ongesteldheid, siekte of besering in nie-teg-
niese terme vir sover dit moontlik is, met beknopte besonderhede oor die
geskiedenis, simptome, hewigheid en bepaalbare oorsaak daarvan.

† Skrap wat nie van toepassing is nie.

AANHANGSEL C

NYWERHEIDSRaad VIR DIE DRANK- EN SPYSENIERINGS-
BEDRYF, PIETERMARITZBURG

Aan

..... Datum

Hierby gee ek u,, kennis met ingang van
van my voorneme om die dienskontrak wat tussen ons bestaan, te beëindig.

Handtekening van werkgewer/werk-
nemer

Ontvangs erken deur
(Handtekening van ontvanger)

Datum ontvang

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE, PIETERMARITZBURG

MEDICAL CERTIFICATE

I,
(name of medical practitioner)

of
(address)

hereby certify that
(name of patient)

employed as a was examined by me
on the and that he/she is suffering from*

I further certify that he/she is in consequence unable to perform his/her
official duties, and I consider it essential for the recovery of his/her health
that he/she should take leave from

to for the purpose of

* He/she should be confined to bed.

† I shall visit the patient again on and furnish a further
certificate.

Date
Signed: Medical practitioner

* State nature of the illness, disease or injury as far as possible in non-
technical terms with concise particulars as to history, symptoms and sever-
ity and ascertainable cause.

† Delete whichever is not applicable.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING
TRADE, PIETERMARITZBURG

To

..... Date

I hereby give you notice commencing
from of my intention to terminate the contract of
employment existing between us.

.....
Signature of employer/employee

Receipt acknowledged by
(Signature of recipient)

Date received

INHOUD

No.	Bladsy No.	Staats- koerant No.
Mannekrag, Departement van Goewermentskennisgewing		
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