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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1438

22 Julie 1988

WET OP ARBEIDSVERHOUDINGE, 1956

TEEKAMER-, RESTOURANT- EN SPYSENIERSBEDRYF, WITWATERSRAND.—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 28 Februarie 1989 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 en 2 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Februarie 1989 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

DIE NYWERHEIDSRAAD VIR DIE TEEKAMER-, RESTOURANT- EN SPYSENIERSBEDRYF (WITWATERSRAND)

OOREENKOMS

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

939—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1438

22 Julie 1988

LABOUR RELATIONS ACT, 1956

TEAROOM, RESTAURANT AND CATERING TRADE, WITWATERSRAND.—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 28 February 1989, 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 and 2 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 28 February 1989, 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 TEAROOM, RESTAURANT AND CATERING TRADE (WITWATERSRAND)

AGREEMENT

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

11432—1

Catering, Restaurant and Tearoom Association

(voorheen die Tearoom, Restaurant Proprietors and Caterers' Association)

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Catering Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Teekamer-, Restaurant- en Spyseniersbedryf.

INHOUDSOPGAWE VAN OOREENKOMS

- Klousule 1: Geldigheidsduur van Ooreenkoms.
- Klousule 2: Toepassingsbestek van Ooreenkoms.
- Klousule 3: Woordomskrywing.
- Klousule 4: Lone.
- Klousule 5: Betaling van besoldiging.
- Klousule 6: Openbare vakansiedae.
- Klousule 7: Uniforms, oorpakke en beskermende klere.
- Klousule 8: Werkure, oortyd en betaling vir oortydwerk.
- Klousule 9: Verbod op indiensneming.
- Klousule 10: Los werknemers by spesiale funksies.
- Klousule 11: Getalsverhouding.
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- Klousule 13: Siekteverlof.
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- Klousule 15: Maaltye en vervoer.
- Klousule 16: Registers wat bygehou moet word.
- Klousule 17: Registrasie van werkgewers en werknemers.
- Klousule 18: Dienssertifikaat en kwalifikasies.
- Klousule 19: Uitgawes van die Raad.
- Klousule 20: Lidmaatskap van werkgewersorganisasie en van die vakvereniging soos omskryf in die aanhef van hierdie Ooreenkoms, en verwante sake.
- Klousule 21: Agente.
- Klousule 22: Vertoning van Ooreenkoms.
- Klousule 23: Verskaffing van Aanhangsels.
- Klousule 24: *Ultra vires*.
- Klousule 25: Vrystellings.

AANHANGSELS A-G.**1. GELDIGHEDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel 48 van die Wet deur die Minister van Mannekrag vasgestel word, en bly van krag vir die tydperk wat op 28 Februarie 1989 eindig, of vir sodanige tydperk of tydperke as wat deur hom bepaal word.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Teekamer-, Restaurant- en Spyseniersbedryf nagekom word—

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

(b) in die landdrostdistrikte Krugersdorp (met inbegrip van daardie gedeeltes van die landdrostdistrikte Randfontein en Koster wat voor die publikasie van onderskeidelik Goewermenskennisgewings 2546 van 5 Desember 1947 en 1105 van 26 Julie 1963 binne die landdrostdistrik Krugersdorp geval het, maar uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 749 van 19 Mei 1961 binne die landdrostdistrik Randfontein geval het), Roodepoort (met inbegrip van daardie gedeelte van die landdrostdistrik Westonaria wat ingevolge Goewermenskennisgewing 1476 van 30 September 1966 vanaf die landdrostdistrik Roodepoort oorgeplaas is), Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1779 van 6 November 1964 binne die landdrostdistrik Heidelberg geval het), Benoni, Brakpan (met inbegrip van daardie gedeelte van die landdrostdistrik Heidelberg wat voor die publikasie van Goewermenskennisgewing 2095 van 27 November 1970 binne die landdrostdistrik Brakpan geval het, maar uitgesonderd

Catering, Restaurant and Tearoom Association

(formerly The Tearoom, Restaurant Proprietors' and Caterers' Association)

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

Catering Employees' Union

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

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

INDEX TO AGREEMENT

- Clause 1: Period of operation of Agreement.
- Clause 2: Scope of application of Agreement.
- Clause 3: Definitions.
- Clause 4: Wages.
- Clause 5: Payment of remuneration.
- Clause 6: Public holidays.
- Clause 7: Uniforms, overalls and protective clothing.
- Clause 8: Hours of work, overtime and payment for overtime.
- Clause 9: Prohibition of employment.
- Clause 10: Special function casual employees.
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- Clause 16: Records to be maintained.
- Clause 17: Registration of employers and employees.
- Clause 18: Certificate of service and qualifications.
- Clause 19: Expenses of the Council.
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- Clause 21: Agents.
- Clause 22: Exhibition of Agreement.
- Clause 23: Provision of Annexures.
- Clause 24: *Ultra vires*.
- Clause 25: Exemptions.

ANNEXURES A-G.**1. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act, and shall remain in force for the period ending 28 February 1989 or for such period or periods as may be determined by him.

2. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of Krugersdorp (including those portions of the Magisterial Districts of Randfontein and Koster which, prior to the publication of Government Notices 2546 of 5 December 1947 and 1105 of 26 July 1963, respectively, fell within the Magisterial District of Krugersdorp, but excluding that portion which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein), Roodepoort (including that portion of the Magisterial District of Westonaria which was transferred from the Magisterial District of Roodepoort in terms of Government Notice 1476 of 30 September 1966), Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Benoni, Brakpan (including that portion of the Magisterial District of Heidelberg which, prior to the publication of Government Notice 2095 of 27 November 1970, fell within the Magisterial District of Brakpan, but excluding those portions which were transferred from the

daardie gedeeltes wat ingevolge Goewermentskennisgewings 498 van 1 April 1966 en 871 van 26 Mei 1972 vanaf die landdrosdistrik Nigel oorgeplaas is en uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg (geval het), Springs, Delmas, Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 vanaf die landdrosdistrik Pretoria oorgeplaas is) en Randburg [uitgesonderd daardie gedeelte wat voor 1 Januarie 1975 (Goewermentskennisgewing 2152 van 22 November 1974) binne die landdrosdistrik Pretoria geval het en uitgesonderd die gedeeltes wat voor 1 Januarie 1975 (Goewermentskennisgewing 2152 van 22 November 1974) binne die landdrosdistrik Kempton Park geval het maar wat voor 29 Maart 1956 (Goewermentskennisgewing 556 van 29 Maart 1956) en 1 November 1970 (Goewermentskennisgewing 1618 van 2 Oktober 1970) binne die landdrosdistrik Pretoria geval het].

(2) Ondanks subklousule (1) is hierdie Ooreenkoms net van toepassing op werknemers vir wie lone in klousule 4 voorgeskryf word.

3. WOORDOMSKRYWING

Tensy anders uit die samehang blyk, het alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Arbeidsverhoudinge, 1956, omskryf word, dieselfde betekenis as in daardie Wet en vir die doel van hierdie Ooreenkoms word 'n werknemer geag in daardie klas te wees waarin hy geheel en al of hoofsaaklik in diens is; voorts, tensy dit onbestaanbaar is met die sinsverband, beteken—

“Wet” die Wet op Arbeidsverhoudinge, Wet 28 van 1956;

“assistent-bestuurder” ’n werknemer aan wie dit spesifiek deur sy werkgever opgedra is om die bestuurder met sy pligte in ’n bedryfsinrigting by te staan en wat namens sodanige bestuurder in die diens van die firma in sy afwesigheid kan optree;

“kroegman” ’n werknemer wat alkoholiese en nie-alkoholiese drankies meng en aan klante bedien en/of wat sodanige drankies aan wynkenners verskaf vir bediening aan klante, en wat verantwoordelik is vir die kroegvoorraad en die ontvangs van betalings vir drankies wat verkoop word;

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

“kafee”, sonder om die gewone betekenis van die uitdrukking te beperk, ’n besigheid wat gelisensieer is of gelisensieer moet word ingevolge item 20, “kafeehouer”, van die Ordonnansie op Lisensies, Transvaal (Ordonnansie 19 van 1974);

“los werknemer” ’n werknemer, uitgesonderd ’n los werknemer by spesiale funksies, wat hoogstens drie dae in ’n week by dieselfde werkgever in diens is;

Met dien verstande dat sodanige los werknemer hoogstens vier dae in ’n week waarin ’n openbare vakansiedag val, in diens mag wees en ook so in diens mag wees gedurende enigeen of meer van die volgende tydperke:

- (a) 6 Desember tot 15 Januarie;
- (b) skoue en uitstallings;
- (c) die Paasnaweek;

“spyseniering” die verskaffing van etes en/of verversings;

“sjef” ’n werknemer wat ’n bestuurspos beklee en wat in besit is van ’n sjefsertifikaat wat deur die Raad erken word en wat in beheer is van die voorbereiding van die voedsel in ’n bedryfsinrigting;

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

- (a) Klerklike werk, d.w.s. skryf-, tik- en liasseerwerk;
- (b) bediening van kantooruitrusting;
- (c) bediening van ’n kasregister;
- (d) in beheer is van voorraad en verantwoordelik vir die ontvangs, berging, bymekaarsit, in- en/of uitpak van goedere in ’n voorraadkamer of pakhuis en vir die aflewering van sodanige goedere;
- (e) bediening van ’n skakelbord;

maar nie ook ’n ander klas werknemer wat elders in hierdie klousule omskryf word nie ondanks die feit dat klerklike werk soos hierin omskryf ’n deel van sodanige werknemer se werk mag uitmaak;

“kok” ’n werknemer wat kos berei en kook en die kos in die bedryfsinrigting aanbied en wat verantwoordelik is vir kombuisorganisasie en beheer van voorraad;

Magisterial District of Nigel in terms of Government Notices 498 of 1 April 1966 and 871 of 26 May 1972 and excluding that portion which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Springs, Delmas, Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970) and Randburg [excluding that portion which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Pretoria and excluding any portions which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Kempton Park but which, prior to 29 March 1956 (Government Notice 556 of 29 March 1956) and 1 November 1970 (Government Notice 1618 of 2 October 1970), fell within the Magisterial District of Pretoria].

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

3. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this Agreement and which is defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, and for the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, Act 28 of 1956;

“assistant manager” means an employee who is specifically charged by his employer to assist the manager in his duties in an establishment and who may act for such manager in the employ of the firm in his absence;

“barman” means an employee who is engaged in mixing alcoholic and non-alcoholic drinks and serving such drinks to customers and/or supplying such drinks to wine stewards for service to customers, and who is responsible for the bar stock and the receipt of payments for drinks sold;

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

“café”, without limiting the ordinary meaning of the term, means a business licenced or required to be licenced, under item 20, “café keeper”, of the Transvaal Licence Ordinance, Ordinance 19 of 1974;

“casual employee” means an employee, other than a special function casual employee, who is employed by the same employer on not more than three days in any week;

Provided that such casual employee may be employed on not more than four days in any week in which a public holiday falls, and may also be so employed during any one or more of the following periods:

- (a) 6 December to 15 January;
- (b) shows and exhibitions;
- (c) the Easter weekend;

“catering” means the provision of meals and/or refreshments;

“chef” means an employee in a managerial position who is in possession of a chef’s certificate recognised by the Council and is in charge of the preparation of the food in an establishment;

“clerk” means an employee engaged in any one or more of the following duties:

- (a) Clerical work, i.e. writing, typing, filing;
- (b) operating office equipment;
- (c) operating a cash register;
- (d) being in charge of stores and responsible for receiving, storing, assembling, packing and/or unpacking goods in a store or warehouse and for the delivery of such goods;
- (e) operating a telephone switchboard;

but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work as herein defined may form part of such employee’s work;

“cook” means an employee who is engaged in preparing, cooking and the presentation of food in the establishment and who may be responsible for kitchen organisation and control of stock;

"eerste kok" 'n werknemer wat in beheer is van 'n kombuis waar drie of meer kokke in diens is;

"Raad" die Nyerheidsraad vir die Teekamer-, Restaurant- en Spyseniersbedryf, Witwatersrand, geregistreer ingevolge artikel 19 van die Wet op Arbeidsverhoudinge, 1956, en geag kragtens die Wet geregistreer te wees;

"toonbankassistent" 'n werknemer wat klante by 'n toonbank bedien en wat betaling kan ontvang vir goedere wat verkoop word, maar wat onder geen omstandighede hoegenaamd 'n kasregister bedien nie, en omvat dit ook nie 'n kroegman nie;

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

"afleweringswerknemer" 'n werknemer wat boodskappe, briewe, dokumente of goedere deur middel van 'n gemotoriseerde twee- of driewiel voertuig met 'n enjinkapasiteit van hoogstens 200 cm³ afhaal of aflewer en wat kontant kan ontvang vir KBA-verkope;

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

"noodwerk"—

(a) werk wat weens onvoorsiene gebeurlikhede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, burgerlike oproer, diefstal of 'n onklaarraking van uitrustings, motorvoertuie of masjinerie, sonder versuim gedoen moet word;

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

(i) trokke of voertuie van die Suid-Afrikaanse Vervoerdienste; of

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

(c) werk in verband met die proviandering van lugvaartuie;

(d) werk in verband met die bewaking van persele of eiendom om veiligheidsredes gedurende bouwerkzaamhede of strukturele veranderinge;

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

"ondervinding", met betrekking tot 'n kroegman, klerk, kok, toonbankassistent, bestuurskeueling of algemene assistent graad I, die totale tydperk of tydperke diens wat 'n werknemer as 'n kroegman, klerk, kok, toonbankassistent, bestuurskeueling of algemene assistent graad I in enige bedryf of in die diens van die Staat gehad het;

"ekstra-swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of die bruto gekombineerde massa meer as 16 000 kg is;

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

"algemene assistent graad I" werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Maaltye en/of gedeeltes van maaltye onder die algemene toesig van 'n kok berei;

(b) maaltye vir die uitsluitlike verbruik van die werknemers in die bedryfsinrigting berei;

(c) eetware vir verkoop of aflewering verpak/toedraai;

(d) help met die nagaan van voorraad onder toesig;

(e) bestellings afhaal of aflewer; verversings weg van die werk-gewer se perseel aanbied, met inbegrip van verversings in houters by vermaaklikheidsplekke verkoop;

(f) eetgerei, glasware, linne en ander spenstoerusting beheer/nagaan; eetkamertoerusting nagaan, botter, konfythouers en peper-en-soutstelsel vul en tafels dek;

(g) bestellings oordra, skinkborde vir die uitvoer van bestellings voorberei, toebroodjies en slaai maak;

(h) die werk van 'n kelner/wynkelner verrig, naamlik bestellings neem, kos bedien, drankies en alle soorte alkoholiese en ander vloeibare verversings aan klante van 'n bedryfsinrigting bedien en betaling daarvoor aanvaar, maar uitgesonderd 'n kroegman en 'n toonbankassistent;

"cook, first", means an employee who is in charge of a kitchen where three or more cooks are employed;

"Council" means the Industrial Council for the Tearoom, Restaurant and Catering Trade, Witwatersrand, registered in terms of section 19 of the Labour Relations Act, 1956, and deemed to be registered in terms of the Act;

"counter assistant" means an employee who serves customers at a counter and who may receive payment for the goods sold but who does not, under any circumstances whatsoever, operate a cash register and further excludes a barman;

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

"delivery employee" means an employee who is engaged in collecting or delivering messages, letters, documents or goods by means of a two or three wheeled motorised vehicle with an engine capacity not exceeding 200 cm³ and who may collect cash for C.O.D. sales;

"driver" means an employee who is engaged in driving a motor vehicle, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving, any time spent on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"emergency work" means—

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

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

(i) trucks or vehicles of the South African Transport Services; or

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

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

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

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

"experience" means, in relation to a barman, clerk, cook, counter assistant, management trainee or general assistant, Grade I, the total period or periods of employment which an employee has had as a barman, clerk, cook, counter assistant, management trainee or general assistant, Grade I, in any trade or in the service of the State;

"extra-heavy motor vehicle" means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 16 000 kg;

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

"general assistant, grade I" means an employee engaged in any one or more of the following duties:

(a) Preparing meals and/or portions of meals under the general supervision of a cook;

(b) preparing meals for the exclusive consumption of the employees of the establishment;

(c) packing/wrapping edibles for sale or delivery;

(d) assisting with the checking of stores under supervision;

(e) collecting or delivering orders; offering refreshments for sale away from the premises of the employer including selling refreshments from containers at places of entertainment;

(f) controlling/checking crockery, glassware, napery and other pantry requirements; checking dining equipment, filling butter and jam dishes or cruets and setting tables;

(g) transmitting orders, preparing trays for execution of orders, making sandwiches and salads;

(h) doing the work of a waiter/wine steward, namely taking orders, serving food, beverages, and all kinds of alcoholic and other liquid refreshments to customers of an establishment and accepting payment therefor, but excluding a barman and a counter assistant;

- (i) 'n sodapomp bedien;
- “algemene assistent graad II” ’n werknemer wat een of meer van die volgende werksaamhede verrig:
- (a) Persele, werkplekke of enige artikels skoonmaak;
 - (b) rou pluimvee, rou vis of rou vleis as deel van die skoonmaak-proses skoonmaak, pluk en sny; vrugte en groente skoonmaak of skil; vrugte of groente opsny, uitgesonderd vir slaai, brood sny;
 - (c) goedere dra, opstapel of verskuif;
 - (d) vuurmaak of vure aan die gang hou; as en vullis verwyder;
 - (e) onder toesig stoomketels versorg;
 - (f) water kook; tee, koffie, kakao of dergelike drank maak, behalwe gepercoleerde en ander gespesialiseerde soorte koffie;
 - (g) laai en aflaai;
 - (h) herhalend massameet volgens ’n gestelde massameter;
 - (i) pakkies oop- of toemaak;
 - (j) politeen- of dergelike voorafge vulde houers met hitte toemaak;
 - (k) tuinmaak;
 - (l) messe slyp;
 - (m) in ander houers oorgiet, behalwe vir tafelgebruik;
 - (n) persele of ander los of vaste eiendom bedags bewaak, maar uitgesonderd ’n wag;
 - (o) boodskappe of bestellings weg van die perseel af te voet of per trapfiets, driewiel of ander voet- of handvoertuig aflewer, en betaling ontvang vir bestellings wat weg van die perseel af afgelewer word: Met dien verstande dat hy nie ’n groot kontantbedrag by hom mag hê nie;
 - (p) ’n elektriese of meganiese masjien of toestel bedien om mee te skil, te sny, te meng, skoon te maak of te poleer: Met dien verstande dat die bediening beperk word tot die aan- of afskakel van die masjien of toestel deur middel van ’n skakelaar of dergelike beheertoestel;
 - (q) beskadigde artikels uitsorteer terwyl dit gewas, verpak of gepoleer word; rubberstempels aanbring waar geen onderskeidingsvermoë betrokke is nie;
 - (r) uniforms, linne, beskermende klere was en/of stryk; wasmasjien bedien;
 - (s) spoelkombuiswerk;
- “bruto kombinasie massa” met betrekking tot ’n motorvoertuig, die massa van enige kombinasie van motorvoertuie, sleepwaens of leunwaens waarvan sodanige motorvoertuig deel uitmaak en die vrag, soos deur die vervaardiger gespesifiseer of, in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-oowerheid vasgestel;
- “bruto voertuig massa”, met betrekking tot ’n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos deur die vervaardiger gespesifiseer in die afwesigheid van sodanige spesifikasie, soos deur die registrasie-oowerheid vasgestel;
- “swaar motorvoertuig” ’n motorvoertuig waarvan die bruto voertuig massa of bruto kombinasie massa meer as 9 000 kg maar hoogstens 16 000 kg is;
- “wet” ook die gemene reg;
- “ligte motorvoertuig” ’n motorvoertuig waarvan die bruto voertuig massa of bruto kombinasie massa hoogstens 500 kg is;
- “bestuurder” ’n werknemer wat deur sy werkgever belas is met algehele—
- (a) toesig oor;
 - (b) verantwoordelikheid vir; en
 - (c) leiding van;
- dié werksaamhede in of in verband met daardie seksie van die bedryfsinrigting wat onder sy gesag geplaas is, en wat regstreeks aan die werkgever verantwoordelik is;
- “bestuurskeweling” ’n werknemer wat vir ’n tydperk van drie jaar in verskillende afdelings van ’n bedryfsinrigting in diens is met die doel om as bestuurder opgelei te word en wie se indiensneming in ’n besondere bedryfsinrigting vir hierdie doel deur die Raad goedgekeur is;
- “medium motorvoertuig” ’n motorvoertuig waarvan die bruto voertuig massa of bruto kombinasie massa meer as 3 500 kg maar hoogstens 9 000 kg is;
- “militêre diens” diens verrig ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957);

- (i) operating a soda fountain;
- “general assistant, Grade II”, means an employee engaged in one or more of the following duties:
- (a) Cleaning premises, work places or any article;
 - (b) cleaning, plucking or cutting raw poultry, raw fish or raw meat as part of the cleaning process; cleaning or peeling fruit and vegetables; cutting fruit or vegetables other than for salads; cutting bread;
 - (c) carrying, stacking or moving goods;
 - (d) making or maintaining fires; removing ashes and refuse;
 - (e) tending boilers under supervision;
 - (f) boiling water; making tea, coffee, cocoa or similar beverages, except percolated and other specialised coffees;
 - (g) loading and unloading;
 - (h) repetitive mass-measuring to a set massmeter;
 - (i) opening or closing packets;
 - (j) heat closing of polythene or similar prefilled containers;
 - (k) gardening;
 - (l) sharpening knives;
 - (m) decanting into other containers, except for table use;
 - (n) guarding premises or other movable or immovable property by day, but excluding a watchman;
 - (o) delivering messages or orders off the premises by foot or by bicycle, tricycle or other foot propelled or hand propelled vehicle and accepting payment for orders delivered off the premises: Provided that he may not carry a cash float;
 - (p) operating an electrical or mechanical machine or device for peeling, cutting, mixing, cleaning or polishing: Provided that the operation is limited to switching on or off by a switch or similar control;
 - (q) sorting damaged articles while washing, packing or polishing; rubber stamping where no discretion is involved;
 - (r) washing and/or ironing uniforms, linen, protective clothing; operating a washing machine.
 - (s) scullery work;
- “gross combination mass”, in relation to a motor vehicle, means the mass of any combination of motor vehicles, trailers or semi-trailers, of which such motor vehicle can form part, and the load, as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;
- “gross vehicle mass”, in relation to a motor vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;
- “heavy motor vehicle” means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg;
- “law” includes the common law;
- “light motor vehicle” means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg;
- “manager” means an employee who is charged by his employer with the overall—
- (a) supervision over;
 - (b) responsibility for; and
 - (c) direction of;
- the activities carried on in or in connection with that section of the establishment which has been placed under his authority and is directly responsible to the employer;
- “management trainee” means an employee who for a period of three years is employed in various departments of an establishment for the purpose of training as a manager, and whose employment in a particular establishment for this purpose has the approval of the Council;
- “medium motor vehicle” means a motor vehicle the gross vehicle mass or the gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg;
- “military service” means any service done in pursuance of the Defence Act, 1957 (Act 44 of 1957);

"motorvoertuig" 'n selfaangedrewe voertuig met 'n enjinkapasiteit van meer as 200 cm³ wat vir die vervoer van goedere gebruik word, en dit sluit 'n voorhaker, 'n motorfiets of 'n motordriewiel en 'n trekker in;

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

"deeltydse drywer" 'n werknemer wat normaalweg ander werk, uitgesonderd die dryf van 'n motorvoertuig, verrig maar wat op meer as twee dae in 'n week 'n motorvoertuig vir altesaam hoogstens drie uur op enige sodanige dag dryf, en vir die doel van hierdie omskrywing omvat die uitdrukking " 'n motorvoertuig dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer terwyl hy in beheer van die voertuig is aan werk in verband met die voertuig of die vrag bestee;

"deeltydse werknemer" 'n werknemer, uitgesonderd 'n deeltydse drywer, wat hoogstens 24 gewone werkure in 'n bepaalde week in vaste diens van 'n bedryfsinrigting is;

"perseel" ook 'n stuk grond, 'n bouwerk, voertuig of vaartuig;

"openbare vakansiedag" Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag en Kersdag;

"gekwalfiseerd", met betrekking tot 'n werknemer, dat die ondervinding wat 'n werknemer in sy klas gehad het hom geregtig maak op die hoogste loontarief wat vir daardie klas voorgeskryf is; en omgekeerd, beteken "ongekwalfiseerd" dat sy ondervinding in sy klas hom nie op sodanige hoogste loontarief geregtig maak nie;

"ontvangsdame/hoofkelner" 'n werknemer wat tafelbesprekings doen, sitplekke toeken en klante se sitplekke aandui en wat spesifiek deur die bestuurder van werkgever met 'n toesighoudende verantwoordelijkheid oor algemene assistente graad I en graad II belas is;

"toebroodjie" een of meer snye vars of geroosterde brood, broodrolletjies, botterbroodjies of bolletjies met vulsel op of tussen sodanige sny of snye, maar nie versnaperinge of southappies nie;

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

- (a) Gemagtigde deursoek van goedere, voertuie en persone;
- (b) toesighouding of beheer oor een of meer wagte; of
- (c) beheer van of verslagdoening oor die beweging van persone of voertuie deur kontrolepunte of hekke;

en van wie vereis kan word om al die pligte van 'n wag te verrig en om een van of albei die amptelike tale van Suid-Afrika te lees, skryf en praat;

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

"los werknemer by spesiale funksies" 'n werknemer wat per dag of per uur in diens geneem word om vir hoogstens drie dae in 'n bepaalde week by spesiale funksies te werk: Met dien verstande dat as 'n openbare vakansiedag binne 'n bepaalde week val, sodanige persoon hoogstens vier dae in daardie week in diens geneem mag word; en wat ook aldus in diens mag wees gedurende enigeen of meer van die volgende tydperke:

- (a) 6 Desember tot 15 Januarie;
- (b) skoue en uitstallings;
- (c) die Paasnaweek;

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

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

"Teekamer-, Restaurant- en Spyseniersbedryf" of "Bedryf", behoudens die bepalings van die Afbakeningsvasstelling van 16 Januarie 1979 ingevolge artikel 76 van die Wet, die Bedryf waarin die werkgever en die werknemer met mekaar geassosieer is met die doel om maaltye en/of toebroodjies en/of verversings in of vanuit 'n bedryfsinrigting te verskaf, hetsy permanent, tydelik, binnenshuis of in die opelug, en omvat dit dié werksaamhede wat uitgevoer word in persele—

- (a) wat gebruik word as openbare restaurants, vis- en aartappelskylfiewinkels, kafees of teekamers; en/of
- (b) waaruit maaltye en/of alkoholvrye verversings verskaf word; en/of

"motor vehicle" means any self-propelled vehicle with an engine capacity exceeding 200 cm³ used for conveying goods and include a mechanical horse, a motor cycle or a motor tricycle and a tractor;

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

"part-time driver" means an employee who is ordinarily engaged in work other than driving a motor vehicle, but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent while in charge of the vehicle, on work connected with the vehicle or the load;

"part-time employee" means an employee other than a part-time driver, employed permanently by the establishment for not more than 24 ordinary working hours in any week;

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

"public holiday" means New Year's Day, Good Friday, Ascension Day and Christmas Day;

"qualified", with regard to an employee, means that the experience which an employee has had in his class entitles him to the highest wage rate prescribed for such class; and, conversely, "unqualified" means that his experience in his class does not entitle him to such highest wage rate;

"receptionist/head waiter" means an employee who is engaged in making reservations in respect of tables, allocating seats and showing customers to their seats and is specifically charged by the employer or manager with supervisory responsibility over general assistants, Grade I and Grade II;

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

"security guard" means an employee who is engaged in any one of the following duties:

- (a) authorised searching of goods, vehicles and persons;
- (b) supervising or controlling one or more watchmen; or
- (c) controlling or reporting on the movement of persons or vehicles through check-points or gates;

and who may be required to perform any or all of the duties prescribed for a watchman and who is required to read, write and speak one or both of the official languages of South Africa;

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

"special function casual employee" means an employee who is employed by the day or the hour to work at a special function for not more than three days in any week: Provided that such special function casual employee may be employed on not more than four days in any week in which a public holiday falls; and may also be so employed during any one or more of the following periods:

- (a) 6 December to 15 January;
- (b) shows and exhibitions;
- (c) the Easter weekend;

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

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

"Tearoom, Restaurant and Catering Trade" or "Trade" means, subject to the provisions of the Demarcation Determination made on 16 January 1979 in terms of section 76 of the Act, the Trade in which the employer and the employee are associated for the purpose of providing meals and/or sandwiches and/or refreshments in or from any establishment, whether permanent, temporary, indoors or in the open air, and includes such activities carried on in premises—

- (a) used as public restaurants, fish and chips shops, cafés or tearooms; and/or
- (b) wherefrom are supplied meals and/or non-alcoholic refreshments; and/or

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

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

(e) ten opsigte waarvan daar 'n wyn-en-bierlisensie of 'n restaurantdranklisensie gehou word wat ingevolge die Drankwet, 1977, of die Drankwet, 1928, die eerste keer ná 17 Mei 1938 verkry is, en waarin die vernaamste werksaamhede binne die bestek van paragrawe (a), (b), (c) of (d) val;

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

(i) ander persele as dié bedoel in paragraaf (e) ten opsigte waarvan 'n dranklisensie gehou word;

(ii) 'n losieshuis;

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

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

“wag” 'n werknemer wat, hoofsaaklik snags, een of meer van die volgende werksaamhede verrig:

(a) Persele, geboue, bouwerke of roerend of onroerende eiendom bewaak, beskerm of patroleer;

(b) honde hanteer by die uitvoering van enigeen van of al die werksaamhede in (a) bedoel;

“week” 'n tydperk van sewe agtereenvolgende dae wat om 06h00 op Dinsdag elke week begin in die geval van die seksie vir spesiale funksies van die Bedryf en om 06h00 op Donderdag elke week in die geval van die res van die Bedryf.

4. LONE

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

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

(i):

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

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

(e) in respect of which there is held a wine and malt liquor licence or a restaurant liquor licence in terms of the Liquor Act, 1977, or the Liquor Act, 1928, first obtained after 17 Mei 1938, and in which the main activities fall within the scope of paragraphs (a), (b), (c) or (d);

but does not include such activities carried on in—

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

(ii) a boarding-house;

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

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

“watchman” means an employee who is engaged, mostly at night, in any one or more of the following duties:

(a) Guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;

(b) handling dogs in the performance of any or all of the duties referred to in (a);

“week” means a period of seven consecutive days commencing 06h00 on Tuesday of each week in the case of the special function section of the Trade and at 06h00 on Thursday of each week in the case of the rest of the Trade.

4. WAGES

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

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

Vir die tydperk eindigende 28 Februarie 1989	Per maand			Per week		
	Loon	*Min kos	Netto	Loon	*Min kos	Netto
	R	R	R	R	R	R
Kroegman:						
Gedurende eerste jaar ondervinding	391,00	50,00	341,00	90,23	11,54	78,69
Gedurende tweede jaar ondervinding	460,00	50,00	410,00	106,15	11,54	94,61
Gedurende derde jaar ondervinding	534,75	50,00	484,75	123,40	11,54	111,86
Gedurende vierde jaar ondervinding	606,05	50,00	556,05	139,86	11,54	128,32
Daarna	678,50	50,00	628,50	156,58	11,54	145,04
Kassier: Soos vir kroegman.						
Sjef	1 035,00	50,00	985,00	238,85	11,54	227,31
Klerk: Soos vir kroegman.						
Kok:						
Gedurende eerste jaar ondervinding	349,60	50,00	299,60	80,68	11,54	69,14
Gedurende tweede jaar ondervinding	377,20	50,00	327,20	87,05	11,54	75,51
Daarna	408,25	50,00	358,25	94,21	11,54	82,67
Eerste Kok	431,25	50,00	381,25	99,52	11,54	87,98
Toonbankassistent:						
Gedurende eerste jaar ondervinding	368,00	50,00	318,00	84,92	11,54	73,38
Daarna	391,00	50,00	341,00	90,23	11,54	78,69
Afleweringswerknemer	349,60	50,00	299,60	80,68	11,54	69,14
Drywer van 'n motorvoertuig:						
Ligte motorvoertuig	368,00	50,00	318,00	84,92	11,54	73,38
Medium motorvoertuig	425,50	50,00	375,50	98,19	11,54	86,65
Swaar motorvoertuig	506,00	50,00	456,00	116,77	11,54	105,23
Ekstra-swaar motorvoertuig	575,00	50,00	525,00	132,69	11,54	121,15
Deeltydse drywer	368,00	50,00	318,00	84,92	11,54	73,38
Werknemers nie elders vermeld nie	322,00	50,00	272,00	74,31	11,54	62,77

Vir die tydperk eindigende 28 Februarie 1989	Per maand			Per week		
	Loon	*Min kos	Netto	Loon	*Min kos	Netto
	R	R	R	R	R	R
Algemene assistent graad I:						
Gedurende eerste jaar ondervinding	322,00	50,00	272,00	74,31	11,54	62,77
Daarna	349,60	50,00	299,60	80,68	11,54	69,14
Algemene assistent graad II:						
Gedurende eerste ses maande ondervinding	312,80	50,00	262,80	72,18	11,54	60,64
Daarna	322,00	50,00	272,00	74,31	11,54	62,77
Bestuurder	759,00	50,00	709,00	175,15	11,54	163,61
Assistent bestuurder	690,00	50,00	640,00	159,23	11,54	147,69
Bestuurskwekeling:						
Gedurende eerste jaar ondervinding	391,00	50,00	341,00	90,23	11,54	78,69
Gedurende tweede jaar ondervinding	460,00	50,00	410,00	106,15	11,54	94,61
Daarna	517,50	50,00	467,50	119,42	11,54	107,88
Ontvangsdame/Hoofkelder	460,00	50,00	410,00	106,15	11,54	94,61
Veiligheidswag	690,00	50,00	640,00	159,23	11,54	147,69
Toesighouer/Vloeropsigter	678,50	50,00	628,50	156,58	11,54	145,04
Kelner/Wynkelner:						
Soos vir algemene assistent graad I.						
Nagwag	322,00	50,00	272,00	74,31	11,54	62,77

(i):

For the period ending 28 February 1989	Per month			Per week		
	Wage	*Less food	Net	Wage	*Less food	Net
	R	R	R	R	R	R
Barman:						
During first year of experience	391,00	50,00	341,00	90,23	11,54	78,69
During second year of experience	460,00	50,00	410,00	106,15	11,54	94,61
During third year of experience	534,75	50,00	484,75	123,40	11,54	111,86
During fourth year of experience	606,05	50,00	556,05	139,86	11,54	128,32
Thereafter	678,50	50,00	628,50	156,58	11,54	145,04
Cashier: As for barman.						
Chef	1 035,00	50,00	985,00	238,85	11,54	227,31
Clerk: As for barman.						
Cook:						
During first year of experience	349,60	50,00	299,60	80,68	11,54	69,14
During second year of experience	377,20	50,00	327,20	87,05	11,54	75,51
Thereafter	408,25	50,00	358,25	94,21	11,54	82,67
Cook—First	431,25	50,00	381,25	99,52	11,54	87,98
Counter assistant:						
During first year of experience	368,00	50,00	318,00	84,92	11,54	73,38
Thereafter	391,00	50,00	341,00	90,23	11,54	78,69
Delivery employee	349,60	50,00	299,60	80,68	11,54	69,14
Driver of motor vehicle:						
Light motor vehicle	368,00	50,00	318,00	84,92	11,54	73,38
Medium motor vehicle	425,50	50,00	375,50	98,19	11,54	86,65
Heavy motor vehicle	506,00	50,00	456,00	116,77	11,54	105,23
Extra heavy motor vehicle	575,00	50,00	525,00	132,69	11,54	121,15
Part-time driver	368,00	50,00	318,00	84,92	11,54	73,38
Employee not elsewhere specified	322,00	50,00	272,00	74,31	11,54	62,77
General assistant, Grade I:						
During first year of experience	322,00	50,00	272,00	74,31	11,54	62,77
Thereafter	349,60	50,00	299,60	80,68	11,54	69,14
General assistant Grade II:						
During first six months of experience	312,80	50,00	262,80	72,18	11,54	60,64
Thereafter	322,00	50,00	272,00	74,31	11,54	62,77
Manager	759,00	50,00	709,00	175,15	11,54	163,61
Assistant manager	690,00	50,00	640,00	159,23	11,54	147,69
Management trainee:						
During first year of experience	391,00	50,00	341,00	90,23	11,54	78,69
During second year of experience	460,00	50,00	410,00	106,15	11,54	94,61
Thereafter	517,50	50,00	467,50	119,42	11,54	107,88
Receptionist/Head waiter	460,00	50,00	410,00	106,15	11,54	94,61
Security guard	690,00	50,00	640,00	159,23	11,54	147,69
Supervisor/floor walker	678,50	50,00	628,50	156,58	11,54	145,04
Waiter/wine steward:						
As for general assistant, Grade I.						
Watchman	322,00	50,00	272,00	74,31	11,54	62,77

* Waar daar oor so 'n aftrekking ooreengekom word ooreenkomstig klousule 15 (1).

* Spesiale opmerking in verband met kos verskaf: [Sien klousule 15 (1) (a).]

Die maksimum aftrekking vir voltydse werknemers is R50 per maand of R11,54 per week.

Die maksimum aftrekking vir deeltydse werknemers is R30 per maand of R6,92 per week.

(ii):

'n Werkgewer moet aan 'n werknemer wat in besit is van 'n sertifikaat of kwalifikasie wat in klousule 18 (2) omskryf word, 'n addisionele bedrag van 10 persent van die minimum voorgeskrewe loon betaal.

(b) *Deeltydse werknemers*.—'n Deeltydse werknemer moet vir die gewone werkure wat in klousule 8 vir sodanige deeltydse werknemer voorgeskryf word minstens 66½ persent betaal word van die loon wat in paragraaf (a) hiervan voorgeskryf word.

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

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

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

(d) *Los werknemers by spesiale funksies*:

	Minimum lone vir die tydperk eindigende 28 Februarie 1989
	Per uur R
Kroegman	6,50
Kassier/Klerk	6,50
Kok	4,00
Toonbankassistent	4,00
Drywer van 'n ligte motorvoertuig	3,50
Drywer van 'n swaar motorvoertuig	5,00
Funksietoetsighouer	8,00
Algemene assistent graad I	5,20
Algemene assistent graad II	3,00
Personeeltoetsighouer	7,00

(e) *Los werknemers by spesiale funksies*.—Wanneer daar van 'n los werknemer by spesiale funksies vereis word om minder as vyf uur op 'n dag te werk, moet hy geag word vyf uur te gewerk het.

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

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

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

(b) Die weekloon van 'n maandeliks besoldigde werknemer moet bereken word deur die maandloon deur vier en 'n derde te deel.

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

(3) *Ondervinding*.—Vir die toepassing van hierdie klousule beteken ondervinding die totale tydperk of tydperke diens wat 'n werknemer gehad het in dieselfde of 'n hoër geskoolde klas werk waarin hy in diens is: Met dien verstande dat indien 'n werknemer in diens is, in 'n klas werk waar lone op grond van ondervinding bereken word, en hy nalaat om sy werkgever binne drie maande vanaf die aanvang van sy diens van bewys van vorige diens in daardie klas werk te voorsien, hy geag moet word nie sodanige diens te hê wat gereken word as ondervinding in die klas werk waarin hy in diens is nie: Voorts met dien verstande dat indien hy te enigertyd na die verstryking van genoemde tydperk van drie maande sy werkgever van sodanige bewys voorsien, die tydperk diens by vorige werkgevers erken moet word, maar slegs met ingang van die datum waarop sodanige bewys verskaf is.

* Where such a deduction is agreed to in terms of clause 15 (1).

* Special note *re* food supplied: [Refer to clause 15 (1) (a).]

For full-time employees the maximum deduction is R50 per month—R11,54 per week.

For part-time employees the maximum deduction is R30 per month—R6,92 per week.

(ii):

An employer shall pay an employee in possession of a certificate of qualification as described in clause 18 (2) an additional amount of 10 per cent of the minimum prescribed wage.

(b) *Part-time employees*.—A part-time employee shall be paid in respect of the ordinary hours of work prescribed in clause 8 for such part-time employee not less than 66½ per cent of the wage prescribed in paragraph (a) hereof.

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

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

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

(d) *Special function casual employee*:

	Minimum wage rates for period ending 28 February 1989
	Per hour R
Barman	6,50
Cashier/Clerk	6,50
Cook	4,00
Counter Assistant	4,00
Driver—Light motor vehicle	3,50
Driver—Heavier motor vehicle	5,00
Function supervisor	8,00
General assistant, Grade I	5,20
General assistant, Grade II	3,00
Staff supervisor	7,00

(e) *Special function casual employees*.—Where a special function casual employee is required to work for less than five hours on any day he shall be deemed to have worked for five hours.

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

(i) By six in the case of an employee who works on five and a half days per week;

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

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

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

(3) *Experience*.—For the purposes of this clause experience means the total period or periods of employment which an employee has had in the same class or more highly skilled class of work in which he is employed: Provided that if an employee is employed in any class of work for which wages are calculated on experience, and he fails to provide his employer within three months from the date of commencement of his employment with proof of previous employment in that class of work, he shall be deemed not to have such employment reckonable as experience in the class of work in which he is employed: Provided further that if at any time after the expiration of the said period of three months an employee provides his employer with such proof, the period of employment with previous employers shall be recognised, but only with effect from the date on which such proof was provided.

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

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

(6) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as een uur op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

(a) 'n hoër loon as dié vir sy eie klas; of

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

in subklousule (1) voorgeskryf word, moet dié werknemer ten opsigte van sodanige dag soos volg betaal:

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

(ii) in die geval in paragraaf (b) bedoel, minstens die dagloon bereken op die kerf op die stygende loonskaal onmiddellik bo die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat—

(i) hierdie subklousule nie van toepassing is nie waar die verskil tussen die klasse ingevolge subklousule (1) op ondervinding gebaseer is;

(ii) tensy uitdruklik anders vermeld in 'n skriftelike kontrak tussen die werkgewer en sy werknemer, niks in hierdie Ooreenkoms so vertolk moet word dat dit 'n werkgewer belet om van sy werknemer te vereis om werk van 'n ander klas te verrig, vir welke klas dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word;

(iii) wanneer 'n toonbankassistent 'n kasregister bedien, hy onmiddellik geag moet word vir daardie hele dag 'n klerk te wees en minstens die dagloon van 'n klerk betaal moet word, bereken op die kerf op die stygende loonskaal onmiddellik bo die loon wat die werknemer vir sy gewone werk ontvang het.

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

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

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

5. BETALING VAN BESOLDIGING

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

(a) in die geval van weekliks besoldigde werknemers die Donderdag van elke week wees en besoldiging moet alle bedrae insluit wat tot om 06h00 op die vorige dag aan die werknemer verskuldig is: Met dien verstande dat besoldiging vir oortydwerk betaal kan word vóór of op die betaaldag wat volg op die week waarop dit betrekking het;

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

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

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

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

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

is prescribed in subclause (1), shall pay such employee in respect of such day—

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

(ii) in the case referred to in paragraph (b), not less than the daily wage calculated at the notch on the rising scale immediately above the wage which the employee was receiving for his ordinary work:

Provided that—

(i) this subclause shall not apply where the difference between the classes in terms of subclause (1) is based on experience;

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

(iii) where a counter assistant operates a cash register, he shall immediately be deemed to be a clerk for the whole of that day and shall be paid not less than the daily wage of a clerk calculated at the notch on the rising scale immediately above the wage which the employee was receiving for his ordinary work.

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

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

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

5. PAYMENT OF REMUNERATION

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

(a) in the case of weekly-paid employees be on the Thursday of each week and payment shall include all amounts due to the employee up to and including 06h00 on the previous day: Provided that payment in respect of overtime may be made not later than the pay-day following the week to which it relates;

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

(2) *Los werknemers en los werknemers by spesiale funksies.*—Behoudens klousule 15 moet alle bedrae wat aan 'n los werknemer verskuldig is ingevolge klousule 4 (1) (c), gelees saam met klousules 8 (1) (d) en 8 (5), of wat aan 'n los werknemer by spesiale funksies verskuldig is ingevolge klousule 4 (1) (d), gelees saam met klousules 4 (1) (e) 8 (1) (e), 8 (5) en 10, in kontant betaal word of, met die toestemming van die werknemer, per tjek, en—

(a) moet dit in die geval van 'n los werknemer by spesiale funksies betaal word op die Woensdag van elke week en moet dit alle bedrae insluit wat aan die werknemer verskuldig is tot om 06h00 op die Dinsdag van daardie week: Met dien verstande dat wanneer 'n werknemer homself persoonlik op sodanige Woensdag aanmeld met die uitsluitlike doel om betaling in te vorder vir minder as ses uur se besoldiging, sodanige werknemer geregtig is op 'n toelae van R2 wat aan hom betaal moet word; en

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

(3) Ondanks andersluidende bepalings in hierdie klousule, is alle bedrae wat aan 'n werknemer verskuldig is, betaalbaar by diensbeëindiging as dit vóór die gewone betaaldag plaasvind, behalwe in die geval van summere ontslag weens wangedrag, in welke geval alle bedrae wat aan 'n werknemer verskuldig is betaalbaar word binne 48 uur na sodanige ontslag, uitgesonderd Saterdag, Sondag en openbare vakansiedae.

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

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

Met dien verstande dat sodanige koevert of houer of staat die besonderhede moet bevat wat in Aanhangel A uiteengesit word: Voorts met dien verstande dat inligting ten opsigte van tyd gewerk nie verskaf hoef te word in die geval van werknemers wat uitgesluit is van die werkurebepalings op grond van klousule 8 (7) (a) nie, en sodanige koevert of houer waarop hierdie inligting aangeteken is, of sodanige staat, word die eiendom van die werknemer.

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

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

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

(8) *Kos in inwoning.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgever nie van sy werknemer vereis om van hom of van enigiemand anders of op 'n plek wat hy aanwys, kos of inwoning of kos en inwoning aan te neem nie.

(9) *Aftrekkings.*—'n Werkgever mag sy werknemer geen boetes oplê nie; ook mag hy geen ander geld van sy werknemer se besoldiging aftrek nie, behalwe die volgende:

- (i) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n welsynsorganisasie, registreer ingevolge die Wet op Welsynsorganisasie, 1947, of 'n geregistreerde mediese hulp-, pensioen- of voorsorgfonds of begrafnisvoordele;

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

(2) *Casual and special function casual employees.*—Save as provided in clause 15, any amount due to a casual employee in terms of clause 4 (1) (c), read with clauses 8 (1) (d) and 8 (5), or to a special function casual employee in terms of clause 4 (1) (d), read with clauses 4 (1) (e), 8 (1) (e), 8 (5) and 10, shall be paid in cash or, with the consent of the employee, by cheque, and—

(a) in the case of a special function employee, shall be paid on the Wednesday of each week and shall include all amounts due to the employee up to and including 06h00 on the Tuesday of that week: Provided that where an employee personally calls on such Wednesday for the sole purpose of collecting payment in respect of less than six hours' remuneration, such employee shall be entitled to and be paid an allowance of R2; and

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

(3) Notwithstanding anything to the contrary contained in this clause, all amounts due to an employee shall become payable upon the termination of employment if this takes place before the usual pay-day, except in the case of summary dismissal due to misdemeanour, in which case all amounts due to an employee shall become payable within 48 hours of such dismissal, excluding Saturdays, Sundays and public holidays.

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

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

Provided that such envelope, container or statement shall reflect the particulars set out in Annexure A: Provided further that information in respect of time worked need not be furnished in the case of employees who are excluded from the hours of work provisions by virtue of clause 8 (7) (a), and such envelope or container on which these particulars are recorded, or such statement shall become the property of the employee.

(5) *Premiums.*—No payment shall be made to or be accepted by an employer, either directly or indirectly, in respect to the employment or training by the employer of an employee: Provided that this subclause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

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

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

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

(9) *Deductions.*—An employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration other than:

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

(ii) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;

(iii) indien 'n werknemer van sy werk afwesig is op die werkdag vóór of op die werkdag ná 'n openbare vakansiedag waarvoor hy geregtig is op betaling sonder om te werk, hy besoldiging verbeur vir sodanige openbare vakansiedag tensy hy 'n mediese sertifikaat van 'n geregiſtreerde mediese praktisyn of 'n ander mediese sertifikaat wat vir die Raad aanneemlik is, kan voorlê, of tensy hy die Raad daarvan kan oortuig dat sy afwesigheid te wyte was aan omstandighede buite sy beheer;

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

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

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

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

(vii) met die skriftelike toestemming van 'n werknemer, die bedrag wat 'n werkgever aan 'n Administrasieraad betaal het vir die huur van 'n huis of huisvesting in 'n hostel wat deur sodanige werknemer geokkupeer word in 'n lokasie of dorp wat onder die beheer van so 'n Raad val;

(viii) 'n bedrag vir Nywerheidsraauditgawes soos in klousule 19 bepaal;

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

(x) 'n bedrag vir vakverenigingledegeld ingevolge klousule 20 (2).

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

6. OPENBARE VAKANSIEDAE

(1) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag of Kersdag werk, moet sy werkgever hom ten opsigte van daardie dag minstens dubbel sy gewone dagtarief betaal en daarbenewens dubbeltarief ten opsigte van alle ure wat hy meer as sy gewone ure gewerk het.

(2) Indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag of Kersdag binne die tydperk van 'n werknemer se jaarlikse verlof val, moet sodanige verlof verleng word met een werkdag vir elke sodanige openbare vakansiedag wat ingevolge klousule 14 (1) binne sy jaarlikse verloftydperk val.

(3) Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank sodanige werknemer gereeld 'n loon ontvang van minstens die bedrae gespesifiseer in regulasie 2 (1) van die regulasies ingevolge die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig.

7. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

'n Werkgever moet alle uniforms, oorpakke, wasbare jasse, pette of voorskote wat hy van sy werknemer vereis om te dra of wat hy ingevolge enige wet verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en skoon toestand hou, en alle sodanige uniforms, oorpakke, wasbare jasse, pette of voorskote bly die eiendom van die werkgever.

8. WERKURE, OORTYD EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om meer gewone werkure te werk nie as, in die geval van—

(a) 'n wag—

(i) 60 uur in 'n week; en

(ii) behoudens subparagraaf (i) hiervan, 12 uur op 'n dag;

(b) 'n drywer, 'n kok, 'n afleweringswerknemer, 'n algemene assistent graad I en 'n algemene assistent graad II—

(i) 48 uur in 'n week; en

(ii) 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 his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(iii) if an employee is absent on the work-day before or the work-day following a public holiday for which he would be entitled to be paid without working, he shall forfeit pay for such public holiday unless he can produce a medical certificate from a registered medical practitioner or any other medical certificate acceptable to the Council or unless he can satisfy the Council that his absence was due to circumstances beyond his control;

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

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

(vi) a deduction of the amount of any deficiency in cash handled solely by the employee: Provided further than the employee accepts responsibility for such deficiency in writing and specifies therein the amount and conditions of repayment.

Where the employee does not accept responsibility for such deficiency, the Council may at the request of the employer or employee conduct an enquiry into the matter and make such recommendation as it deems fit;

(vii) with the written consent of an employee, a deduction of any amount which an employer has paid to any Administration Board in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or village under the control of such Board;

(viii) a deduction for Industrial Council expenses as provided in clause 19;

(ix) a deduction in respect of meals as prescribed in terms of clause 15 (1);

(x) a deduction for trade union subscriptions in terms of clause 20 (2).

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

6. PUBLIC HOLIDAYS

(1) When an employee works on New Year's Day, Good Friday, Ascension Day or Christmas Day, his employer shall pay him in respect of that day not less than double his ordinary day's rate of pay for such day and in addition double rate of pay for all hours worked in excess of his ordinary hours.

(2) If New Year's Day, Good Friday, Ascension Day or Christmas Day falls within an employee's period of annual leave, the period of such leave shall be extended by one working day for each of such public holidays falling within his period of annual leave in terms of the provisions of clause 14 (1).

(3) The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than the amounts specified in Regulation 2 (1) of the regulations to the Basic Conditions of Employment Act, 1983, as amended from time to time.

7. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, washable coat, cap or apron which he requires his employee to wear or which by any law he is compelled to provide for his employee, and any such uniform, overall, washable coat, cap or apron shall remain the property of the employer.

8. HOURS OF WORK, OVERTIME AND PAYMENT OF OVERTIME

(1) *Ordinary hours of work.*—An employer shall not require or permit an employee to work more ordinary hours than, in the case of—

(a) a watchman—

(i) 60 hours in any week; and

(ii) subject to subparagraph (i) hereof, 12 hours on any day;

(b) a driver, a cook, a delivery employee, a general assistant, Grade I and a general assistant Grade II—

(i) 48 hours in any week; and

- (ii) behoudens subparagraaf (i) hiervan, 10 uur op 'n dag;
- (c) 'n deeltydse werknemer—
 - (i) 24 uur in 'n week; en
 - (ii) vyf uur op 'n dag;
- (d) 'n los werknemer—
 - agt uur op 'n dag;
- (e) 'n los werknemer by spesiale funksies—
 - 15 uur op 'n dag;
- (f) alle ander werknemers—
 - (i) 46 uur in 'n week; en
 - (ii) 9¼ uur op 'n dag.

(2) *Getal werkdag*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om op langer as ses dae per week te werk nie.

(3) *Etenspouse*.—(a) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer te werk nie as—

- (i) vyf uur aaneenlopend in die geval van 'n werker wat ses dae per week werk;
- (ii) ses uur aaneenlopend in die geval van 'n werker wat vyf dae per week werk;
- (iii) ses uur aaneenlopend waar 'n werknemer versoek word om vier dae per week te werk,

sonder 'n etenspouse van minstens een uur, waartydens daar nie van sodanige werknemer vereis of hy nie toegelaat mag word om enige werk te verrig nie, en sodanige pouse mag nie deel van die gewone werkure of oortyd uitmaak nie:

Met dien verstande dat—

- (i) 'n werkgewer met sy werknemer ooreen kan kom om die duur van sodanige pouse tot minstens 30 minute te verkort;
- (ii) enige ander pouse van minder as 30 minute geag moet word tydens gewerkte tye, tensy die werkgewer gedurende sodanige pouse 'n maaltyd aan die werknemer verskaf en die werknemer van diens af is terwyl hy eet;
- (iii) in die geval van 'n werknemer wat geheel of hoofsaaklik betrokke is by die skoonmaak van persele of artikels, as sodanige pouse langer is as drie uur, enige tydperk van langer as drie uur geag moet word deel van die gewone werkure of oortyd te wees;
- (iv) in die geval van 'n bedryfsinrigting wat 'n middagmaaltyd bedien en tot na 22h00 oop bly, indien sodanige pouse langer is as drie uur, enige tydperk van langer as drie uur geag moet word deel van die gewone werkure of oortyd uit te maak.

(4) *Beperking van oortydwerk*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer oortyd te werk nie as in die geval van—

- (a) 'n los werknemer, twee uur op 'n dag;
- (b) 'n los werknemer by spesiale funksies, vier uur op 'n dag;
- (c) alle ander werknemers, drie uur op 'n dag en 10 uur in 'n week:

Met dien verstande dat die weeklikse beperking van oortyd wat in hierdie klousule voorgeskryf word met hoogstens 20 uur oorskry kan word—

- (i) gedurende onvoorsiene omstandighede; en
- (ii) gedurende—
 - (aa) die tydperk 6 Desember tot 15 Januarie;
 - (ab) skoue en uitstallings;
 - (ac) die Paasnaweek.

(5) *Betaling vir oortydwerk*.—(a) 'n Werkgewer moet 'n werknemer wat oortyd werk, betaal teen minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk aldus op 'n dag gedurende 'n bepaalde week gewerk: Met dien verstande dat waar die beperking op oortydwerk oorskry word, daar vir sodanige oortyd teen dubbel die gewone lone betaal moet word.

(b) Waar 'n werknemer instem om as gevolg van onvoorsiene omstandighede op sy rusdag te werk, moet daar aan hom twee volle werkdag in vier agtereenvolgende weke teen volle betaling diens vry gegee word, of hy moet minstens dubbel sy uurloon met 'n minimum van dubbel 'n dag se loon betaal word vir alle ure gewerk op sy eerste rusdag in enige sodanige tydperk van vier weke en drie maal 'n dag se loon vir die tweede rusdag gedurende sodanige tydperk van vier weke.

(6) Behoudens subklousule (3), moet al 'n werknemer se ure van werk op 'n dag aaneenlopend wees.

- (ii) subject to subparagraph (i) hereof, 10 hours on any day;
- (c) a part-time employee—
 - (i) 24 hours in any week; and
 - (ii) five hours on any day;
- (d) a casual employee—
 - eight hours on any day;
- (e) a special function casual employee—
 - 15 hours on any day;
- (f) all other employees—
 - (i) 46 hours in any week; and
 - (ii) 9¼ hours on any day.

(2) *Number of work-days*.—An employer shall not require or permit an employee to work on more than six days per week.

(3) *Meal interval*.—(a) An employer shall not require or permit an employee to work more than—

- (i) five hours continuously in the case of a six-day week worker;
- (ii) six hours continuously in the case of a five-day week worker;
- (iii) six hours continuously where the employee is requested to work a four-day week,

without a meal interval of not less than one hour, during which interval such an employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime:

Provided that—

- (i) an employer and his employee may agree to reduce the period of such interval to not less than 30 minutes;
- (ii) any other interval of less than 30 minutes shall be deemed to be time worked, unless the employer provides the employee during such interval with a meal and the employee is off duty while eating;
- (iii) in the case of an employee wholly or mainly engaged in cleaning premises or articles, if such interval be longer than three hours, any period in excess of three hours shall be deemed to be part of his ordinary hours of work or overtime;
- (iv) in the case of an establishment which serves a mid-day meal and stays open till after 22h00, if such interval be longer than three hours, any period in excess of three hours shall be deemed to form part of the ordinary hours of work and overtime.

(4) *Limitation of overtime*.—An employer shall not require or permit an employee to work overtime for more than, in the case of—

- (a) a casual employee, two hours on any day;
- (b) a special function casual employee, four hours on any day;
- (c) all other employees, three hours on any day and 10 hours in any week:

Provided that the weekly limitation of overtime prescribed in this clause may be exceeded by not more than 20 hours—

- (i) during unforeseen circumstances; and
- (ii) during—
 - (aa) the period 6 December to 15 January;
 - (ab) shows and exhibitions;
 - (ac) the Easter weekend.

(5) *Payment of overtime*.—(a) An employer shall pay an employee who works overtime at a rate of not less than one and a half times his ordinary wage in respect of the total period so worked on any day or during any week: Provided that where the limitation of overtime is exceeded, such overtime shall be paid for at not less than double the ordinary wage.

(b) Where an employee agrees to work on his day of rest due to unforeseen circumstances, he shall be granted two full working days off in four consecutive weeks on full pay, or he shall be paid not less than double his hourly rate of pay with a minimum of double a day's wage for all hours worked on the first day of rest in any such four-week period, and three times a day's wage for the second day of rest within such four-week period.

(6) Save as provided for in subclause (3), all hours of work of an employee on any day shall be consecutive.

(7) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank sodanige werknemer gereeld 'n loon ontvang van minstens die bedrae bepaal in regulasie 2 (1) van die regulasies ingevolge die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig.

(b) Subklousules (2), (3), (4) en (6) is nie op 'n werknemer van toepassing terwyl hy noodwerk verrig nie.

9. VERBOD OP INDIENSNEMING

'n Werkgewer mag niemand onder die leeftyd van 15 jaar in diens neem nie.

10. LOS WERKNEMERS BY SPESIALE FUNKSIES

(1) *Na werkplek toe reis.*—Daar word geag dat 'n los werknemer by spesiale funksies met sy werk begin het vanaf die tyd wanneer hy hom vir werk moet aanmeld, en dit ook doen, op 'n plek deur die werkgewer aangewys en daar word geag dat hy opgehou werk het wanneer sy werkgewer hom by die aangewese plek terug besorg.

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

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

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

11. GETALVERHOUDING

'n Werkgewer mag nie—

(a) 'n ongekwalifiseerde kroegman, klerk, toonbankassistent of algemene assistent graad I in diens neem tensy hy 'n gekwalifiseerde kroegman, klerk, toonbankassistent of algemene assistent graad I in sy diens het en vir elke sodanige gekwalifiseerde kroegman, klerk, toonbankassistent of algemene assistent graad I mag hy hoogstens onderskeidelik twee ongekwalifiseerde kroegmanne, klerke, toonbankassistentes of algemene assistente graad I in diens neem;

(b) 'n ongekwalifiseerde kok in diens neem tensy hy 'n sjef of 'n gekwalifiseerde kok in diens het en vir elke sjef of gekwalifiseerde kok mag hy hoogstens drie ongekwalifiseerde kokke in diens neem:

Met dien verstande dat hierdie klousule nie van toepassing is nie op—

(i) 'n werkgewer wat te eniger tyd minder as ses werknemers in enige van die betrokke kategorieë in paragrawe (a) of (b) bedoel in diens het;

(ii) skoliere en studente gedurende—

(aa) die tydperk 6 Desember tot 15 Januarie;

(ab) skoue en uitstallings;

(ac) die Paasnaweek.

Vir die toepassing van hierdie klousule—

(a) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n besondere klas werknemer verrig, geag word 'n gekwalifiseerde werknemer in sodanige klas te wees: Met dien verstande dat 'n werkgewer nie aldus ten opsigte van meer as een bedryfsinrigting geag mag word nie;

(b) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens dié wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, as 'n gekwalifiseerde werknemer in daardie klas geag word.

(7) *Savings.*—(a) The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than the amounts specified in regulation 2 (1) of the regulations to the Basic Conditions of Employment Act, 1983, as amended from time to time.

(b) Subclauses (2), (3), (4) and (6) shall not apply to an employee while he is engaged in doing emergency work.

9. PROHIBITION OF EMPLOYMENT

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

10. SPECIAL FUNCTION CASUAL EMPLOYEES

(1) *Travelling to place of work.*—A special function casual employee shall be deemed to have commenced work from the time he is required to present himself for work, and so does, at a place designated by the employer, and shall be deemed to have ceased work on being returned to the designated place by his employer.

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

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

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

11. RATIO

An employer shall not employ—

(a) An unqualified barman, clerk, counter assistant or general assistant, Grade I, unless he has in his employ a qualified barman, clerk, counter assistant or general assistant, Grade I, and for each such qualified barman, clerk, counter assistant or general assistant, Grade I, he shall not employ more than two unqualified barmen, clerks, counter assistants or general assistants, Grade I, respectively;

(b) an unqualified cook, unless he has in his employ a chef or a qualified cook and for each chef or qualified cook he shall not employ more than three unqualified cooks:

Provided that this clause shall not apply to—

(i) an employer who at any time employs fewer than six employees in any of the respective categories mentioned in subclauses (a) or (b);

(ii) scholars and students during—

(aa) the period 6 December to 15 January;

(ab) shows and exhibitions;

(ac) the Easter weekend.

For the purposes of this clause—

(a) an employer who is wholly or mainly engaged in the work of any particular class of employee may be deemed to be a qualified employee in such class: Provided that an employer may not be so deemed in more than one establishment;

(b) an unqualified employee who is receiving a wage of not less than the wage prescribed for a qualified employee of his class may be deemed to be a qualified employee in such class.

12. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer en 'n los werknemer by spesiale funksies, wat die dienskontrak wil beëindig, moet—

- (a) gedurende die eerste vier weke diens, minstens een werkdag;
- (b) na die eerste vier weke diens een week;

vooraf kennis van beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, aan die werknemer of die werkgewer, na gelang van die geval, die volgende te betaal:

- (i) In die geval van een werkdag kennisgewing, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van een week kennisgewing, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

- (i) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing te beëindig om 'n rede wat regtens as voldoende erken word;
 - (ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en wat langer is as dié in hierdie klousule voorgeskryf;
 - (iii) die werking van 'n verbeuring of boetes wat regtens van toepassing mag wees op 'n werknemer wat droes;
- nie hierdeur geraak word nie.

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbepaling van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waarvoor daar ooreengekom is.

(3) Die kennis in subklousule (1) voorgeskryf mag op enige werkdag gegee word: Met dien verstande dat—

- (i) die kennisgewingstermyn nie mag saamval nie met en kennis ook nie gegee mag word nie gedurende 'n werknemer se afwesigheid—
 - (aa) met verlof ingevolge klousule 14;
 - (ab) met militêre diens;

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 13 of as gevolg van ongeskiktheid in die omstandighede in klousule 13 uiteengesit, van altesaam, ten opsigte van afwesighede in paragrafe (i) (aa) en (ii) bedoel, hoogstens 10 weke in enige tydperk van 12 maande.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms mag 'n werkgewer, in die geval waar 'n werknemer sy dienskontrak beëindig deur sy diens te verlaat sonder om kennis te gee en sonder om die kennisgewingstermyn uit te dien of sonder om sy werkgewer te betaal in plaas van kennis te gee, uit enige geld wat hy sodanige werknemer uit hoofde van enige bepaling van hierdie Ooreenkoms skuld, hom 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee: Met dien verstande dat wanneer 'n werkgewer hom 'n bedrag aldus toegee het in plaas van kennisgewing, daar by die toepassing van hierdie klousule geag moet word dat die werknemer die werkgewer betaal het in plaas van kennis te gee.

13. SIEKTEVERLOF

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

- (a) in die geval van 'n werknemer wat vier dae in 'n week werk, altesaam minstens 24 werkdae;
- (b) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam minstens 30 werkdae; en
- (c) in die geval van alle ander werknemers, altesaam minstens 36 werkdae;

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

- (i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie geregtig is nie op siekteverlof met volle besoldiging teen meer as, in die geval van 'n werknemer in paragraaf (a) hierbo bedoel, een werkdag vir elke voltooië tydperk van ses weke diens, en in die geval van 'n werknemer in paragraaf (b) hierbo bedoel, een werkdag vir elke voltooië tydperk van vyf weke diens, en in die geval van 'n werknemer in paragraaf (c) hierbo bedoel, een werkdag vir elke voltooië maand diens;

12. TERMINATION OF CONTRACT OF EMPLOYMENT

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

- (a) during the first four weeks of employment, not less than one work-day's notice;
- (b) one week's notice after the first four weeks of employment;

of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of such notice, in the case of—

- (i) one work-day's notice, the daily wage which the employee is receiving at the time of such termination;
- (ii) a week's notice, the weekly wage which the employee is receiving at the time of such termination;

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;
- (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 that prescribed in this clause;
- (iii) the operation of any forfeitures or penalties which by law may be applicable in respect of any employee who deserts.

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

(3) The notice prescribed in subclause (1) may be given on any work-day: Provided that—

- (i) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence—
 - (aa) on leave granted in terms of clause 14;
 - (ab) on military service;

(ii) notice shall not be given during an employee's absence on sick leave granted in terms of clause 13 or owing to incapacity in the circumstances set out in clause 13,

amounting in the aggregate, in respect of absences referred to in paragraphs (i) (aa) and (ii), to not more than 10 weeks in any period of 12 months.

(4) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may, from any monies which he owes such employee by virtue of any provision of this Agreement, appropriate to himself an amount of not more than that which such employee would have had to pay him in lieu of notice: Provided that where an employer has so appropriated an amount in lieu of notice, it shall be deemed for the purpose of this clause that the employee paid the employer in lieu of notice.

13. SICK LEAVE

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

- (a) in the case of an employee who works a four-day week, not less than 24 work-days;
- (b) in the case of an employee who works a five-day week, not less than 30 work-days; and
- (c) in the case of every other employee, not less than 36 work-days;

sick leave in the aggregate during each cycle of 36 consecutive months of employment with him, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that—

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

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

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

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

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

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

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

(iii) waar 'n werknemer in 'n bedryfsinrigting wat gewoonlik op 'n openbare vakansiedag oop is, van die werk af wegbly op die dag vóór sodanige openbare vakansiedag en op daardie openbare vakansiedag, of op sodanige openbare vakansiedag en die dag wat op sodanige vakansiedag volg, die werkgever van die werknemer kan vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid van werk in te dien.

(3) Vir die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 14;

(ab) op las of op versoek van sy werkgever;

(ac) met siekteverlof ingevolge subklousule (1);

(ad) met die toestemming of goedkeuring van sy werkgever;

(ae) om 'n rede wat nie 'n dienskontrakbreuk beteken nie;

wat in 'n jaar altesaam hoogstens 10 weke behoort; en

(ii) die tydperk waarin 'n werknemer afwesig is vir militêre diens:

Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van sodanige diens tydperk as diens te eis nie;

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

(b) beteken "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 waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid geag moet word gedurende 'n tydperk ten opsigte waarvan geen betaling vir ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

(4) Vir die toepassing van hierdie klousule sluit "werkgever" die volgende in:

(a) In geval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

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

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

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

(2) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive work-days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that—

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

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

(iii) where an employee in an establishment which is normally open on a public holiday absents himself from work on the day preceding such public holiday and on that public holiday, or on such public holiday and the day succeeding such holiday, the employer may require the employee to produce a medical certificate in respect of such absence from work.

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

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

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

(aa) on leave in terms of clause 14;

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

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

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

(ae) for any reason not being in breach of the contract of employment; amounting in the aggregate, in any year, to not more than 10 weeks; and

(ii) any period during which an employee is absent doing military service:

Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service;

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

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

(4) For the purposes of this clause, "employer" includes—

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(b) in geval van insolvensie van 'n werkgever of likwidasië van sy boedel, of oordrag of verkoop van sy besigheid, die trustee of likwidateur of die nuwe eienaar van die besigheid, indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar daardie werknemer in sy diens hou:

Met dien verstande dat waar die vorige werkgever sy werknemer voldoende skriftelike kennis van beëindiging van diens gegee het, die nuwe werkgever nie verplig is om enige agterstallige besoldiging te betaal nie;

(c) ondanks andersluidende bepalings in hierdie subklousule, wanneer 'n werkgever sy besigheid verkoop en hy en die koper voorsiening maak in 'n skriftelike kontrak dat die koper die besigheid oorneem met alle bates en laste, of woorde te dien effekte, is die koper verplig om alle agterstallige besoldiging ingevolge hierdie klousule te betaal.

14. JAARLIKSE VERLOF

(1) Behoudens subklousule (2) van hierdie klousule moet 'n werkgever aan elk van sy werknemers, uitgesonder 'n los werknemer of 'n los werknemer by spesiale funksies, vir elke voltooide tydperk van 12 maande diens by hom verlof toestaan van—

(a) in die geval 'n werknemer 'n bedryfsinrigting wat op openbare vakansiedae, Sondae en ná 14h00 op Saterdag nóg handel dryf nóg werk, 21 agtereenvolgende dae;

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

en moet hy sodanige werknemer ten opsigte van sodanige verlof—

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

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

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

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

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

(iii) die verlof nie met siekteverlof wat ingevolge klousule 13 toegestaan is en ook nie, tensy die werknemer dit skriftelik versoek en die werkgever daartoe instem, met 'n tydperk van militêre diens mag saamval nie;

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

(v) wanneer 'n werkgever van sy werknemer vereis of hom toelaat om sy jaarlikse verlof te neem vóór die verstryking van die 12 maande diens waarop dit betrekking het, die werkgever aan sodanige werknemer die volle verlof moet toestaan wat vir 12 maande diens kan ooploop en, met behoorlike inagneming van die ophoping van verhogings ingevolge klousule 4, sodanige werknemer vir sodanige verlof 'n bedrag moet betaal wat minstens gelyk is aan dié waarop die werknemer geregtig sou wees op die datum waarop die verlof normaalweg sou ooploop het: Voorts met dien verstande dat, waar 'n werknemer se diens eindig vóór die verstryking van die 12 maande diens waarvoor die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgever van die besoldiging wat by diensbeëindiging aan die werknemer verskuldig is, die verskil kan aftrek tussen die bedrag wat ingevolge hiervan aan die werknemer betaal is en die bedrag waarop hy by diensbeëindiging ingevolge subklousule (5) van hierdie klousule geregtig sou gewees het as die verlof nie soos voornoem aan hom toegestaan was nie.

(3) (a) Op die skriftelike versoek van 'n werknemer kan 'n werkgever toelaat dat die verlof, of 'n gedeelte daarvan, oor 'n tydperk van hoogstens 24 maande diens ooploop: Met dien verstande dat—

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

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

Provided that where the previous employer gave his employee appropriate notice of termination of employment in writing, the new employer shall not be liable to pay any arrear remuneration;

(c) notwithstanding anything to the contrary in this subclause, when an employer sells his business and he and the purchaser make provision in a written contract that the purchaser "takes over" the business with all assets and liabilities, or words to that effect, then the purchaser shall be liable to pay all arrear remuneration in terms of this clause.

14. ANNUAL LEAVE

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

(a) in the case of an employee in an establishment which neither trades nor works on public holidays, Sundays and after 14h00 on Saturdays, 21 consecutive days' leave;

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

and shall pay such employee in respect of such leave—

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

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

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

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

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

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

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

(v) when an employer requires his employee to take or consents to his employee taking his annual leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment and, with due regard to the accrual of any increments in terms of clause 4, shall pay such employee in respect of such leave an amount of not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided further that where an employee's employment terminates before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set off against any remuneration due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of subclause (5) of this clause, if the leave had not been granted to him as aforesaid.

(3) (a) At the written request of an employee, an employer may permit the leave, or a portion thereof, to accumulate over a period of not more than 24 months of employment: Provided that—

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

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

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

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

(i) die werknemer se versoek om van sodanige verlof afstand te doen minstens 12 maande vanaf die datum van ontvangs daarvan deur die werkgewer bewaar word; en

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

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

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

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

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

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

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

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

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

(a) Die tydperk waarvoor 'n werkgewer 'n werknemer ingevolge klousule 12 besoldig in plaas van hom kennis te gee;

(b) die tydperk waarin 'n werknemer afwesig is—

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 13;

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

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

(v) om 'n ander rede wat nie 'n dienskontrakbreuk beteken nie;

wat altesaam in 'n jaar hoogstens 10 weke behoort; en

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

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

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

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

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

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

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

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

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

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

(b) in the case of an employee referred to in subclause (1) (b), a third; of the weekly wage he was receiving immediately before the date of such termination: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of subclause (2) (iv) and (v): Provided further that an employee who leaves his employment without having given and served the period of notice prescribed in clause 12, unless the employer has waived such notice, or without the employee having paid the employer in lieu of notice, unless in failing to give such notice or to work during such period of notice the employee was acting within his legal rights, and subject to the provisions of clause 12 (5), shall not be entitled to any payment by virtue of this subclause.

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

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

(a) any period in respect of which an employer, in terms of clause 12, pays an employee in lieu of notice;

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

(i) on leave in terms of this clause;

(ii) on sick leave in terms of clause 13;

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

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

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

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

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

en diens word geag te begin—

(i) in die geval van 'n werknemer wat vóór die inwerkingtreding van hierdie Ooreenkoms geregtig geword het op 'n tydperk van jaarlikse verlof ingevolge enige wet, op die datum waarop sodanige werknemer laas ingevolge sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat vóór die inwerkingtreding van hierdie Ooreenkoms in diens was en op wie 'n wet wat vir jaarlikse verlof voorsiening maak van toepassing was, op die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, op die datum waarop sodanige werknemer by sy werkgever in diens getree het.

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

(a) In die geval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(b) in die geval van insolvensie van 'n werkgever of likwidasie van sy boedel, of oordrag of verkoop van sy besigheid, die trustee of likwidateur of die nuwe eienaar van die besigheid, indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar daardie werknemer in sy diens hou;

Met dien verstande dat waar die vorige werkgever sy werknemer voldoende skriftelike kennis van beëindiging van diens gegee het, die nuwe werkgever nie verplig is om enige agterstallige besoldiging te betaal nie;

(c) ondanks andersuidende bepalings in hierdie subklousule, wanneer 'n werkgever sy besigheid verkoop en hy en die koper voorsiening maak in 'n skriftelike kontrak dat die koper die besigheid oorneem met alle bates en laste, of woorde te dien effekte, is die koper verplig om alle agterstallige besoldiging ingevolge hierdie klousule te betaal.

15. MAALTYE EN VERVOER

(1) *Verskaffing van maaltye.*—(a) Waar 'n werknemer, uitgesonderd 'n los werknemer of 'n werknemer by spesiale funksies, instem om maaltye van sy werkgever te ontvang, kan 'n aftrekking van hoogstens R30 per maand of R6,93 per week ten opsigte van deeltydse werknemers en R50 per maand of R11,54 per week ten opsigte van voltydse werknemers van die werknemer se loon ten opsigte van sodanige maaltye gemaak word: Met dien verstande dat—

(i) dié maaltye wat binne die werknemer se werkure val, maar minstens twee maaltye per werkdag, aan die werknemer verskaf moet word en een maaltyd per dag vir 'n deeltydse werknemer.

(ii) geen bedrag afgetrek mag word vir maaltye wat nie deur die werknemer geneem word terwyl hy met besoldiging van die werk afwesig is nie, soos besoldiging in plaas van kennis, jaarlikse verlof of siekteverlof;

(iii) die werkgever geen verdere bedrag mag aftrek wanneer 'n werknemer terwyl hy op diens is ekstra kos ontvang nie;

(iv) dit nie so uitgelê moet word dat daar nie afgetrek mag word wanneer 'n werknemer instem om maaltye te ontvang en nie daarvan gebruik maak nie, tensy kennis van die herroeping van sodanige reëling gegee is en sodanige kennisgewing verstryk het;

(v) die maaltye voldoende moet wees wat betref die hoeveelheid kos wat verskaf word en redelik wat gehalte betref.

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

(2) *Verskaffing van vervoer vir nagwerkers.*—(a) Ingeval 'n werknemer by spesiale funksies of 'n los werknemer by spesiale funksies later as 22h30 werk, moet die werkgever redelike reëlings tref vir die vervoer huis toe van sodanige werknemer: Met dien verstande dat, in plaas van sodanige vervoer huis toe te verskaf, 'n werkgever—

(i) 'n taxi kan bestel om een of meer van die werknemers huis toe te neem, en—

(aa) ingeval net een werknemer in sodanige taxi huis toe reis, hy aan sodanige werknemer 'n reistoelae moet betaal wat gelyk is aan die werklike reisgeld: Met dien verstande egter dat 'n werkgever nie verplig is om meer as R8 reistoelae te betaal nie;

(ab) ingeval twee werknemers in sodanige taxi huis toe reis, hy aan sodanige werknemers 'n reistoelae moet betaal wat saam die werklike reisgeld bedra: Met dien verstande egter dat 'n werkgever nie verplig is om meer as R4 aan elk van die twee werknemers as reistoelae te betaal nie;

(ac) ingeval drie of meer werknemers saam in sodanige taxi huis toe reis, hy aan sodanige werknemers 'n reistoelae moet betaal wat saam die werklike reisgeld bedra: Met dien verstande egter dat 'n werkgever nie verplig is om meer as R2 aan elk van die drie werknemers as reistoelae te betaal nie;

and employment shall be deemed to commence—

(i) in the case of an employee who before the coming into operation of this Agreement had become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into operation of this Agreement and to whom any law providing for annual leave applied in terms thereof, on the date on which such employment commenced;

(iii) in the case of any other employee, on the date on which such employee entered his employer's service.

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

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

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

Provided that where the previous employer gave his employee appropriate notice of termination of employment in writing, the new employer shall not be liable to pay any arrear remuneration;

(c) notwithstanding anything to the contrary in this subclause, when an employer sells his business and he and the purchaser make provision in a written contract that the purchaser "takes over" the business with all assets and liabilities, or words to that effect, then the purchaser shall be liable to pay all arrear remuneration in terms of this clause.

15. MEALS AND TRANSPORT

(1) *Provision of meals.*—(a) Where an employee, other than a casual employee or a special function casual employee, agrees to accept meals from his employer, a deduction not exceeding R30 per month or R6,93 per week in respect of part-time employees, and R50 per month or R11,54 per week in respect of full-time employees may be deducted from the employee's wage in respect of such meals: Provided that—

(i) the employee is provided with such meals as fall within his working hours but not less than two meals per working day or one meal for a part-time employee;

(ii) no deduction shall be made in respect of meals not taken by the employee whilst absent from work with pay, such as pay in lieu of notice, annual leave or sick leave;

(iii) no further deductions shall be made by the employer when an employee receives additional food whilst on duty;

(iv) it shall not be construed that a deduction may not be made when an employee agrees to accept meals and does not avail himself thereof, unless notice has been given to cancel the arrangement and such notice has expired;

(v) the meals shall be adequate as regards the quantities of food supplied and reasonable in respect of their contents.

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

(2) *Provision of transport for night workers.*—(a) In the event of any special function employee or special function casual employee working later than 22h30, the employer shall make reasonable arrangements for the transport home of such employee: Provided that, in lieu of providing such transport home, an employer may—

(i) order a taxi to take one or more of the employees home; and—

(aa) in the event of only one employee travelling home in such taxi, he shall pay to such employee a travelling allowance equal to the actual fare: Provided, however, that an employer shall not be required to pay more than R8 in respect of such travelling allowance;

(ab) in the event of two employees sharing such taxi to travel home, he shall pay to such employees a travelling allowance amounting in the aggregate to the actual fare: Provided, however, that an employer shall not be required to pay more than R4 to each of the two employees in respect of such travelling allowance;

(ac) in the event of three or more employees sharing such taxi to travel home, he shall pay to such employees a travelling allowance amounting in the aggregate to the actual fare: Provided, however, that an employer shall not be required to pay more than R2 to each of the three employees in respect of such travelling allowance;

(ii) wanneer 'n werknemer in sy eie voertuig huis toe ry, die werkgever aan sodanige werknemer 'n riestoelae van minstens R5 moet betaal.

(b) Ingeval 'n werknemer, uitgesonderd 'n werknemer by spesiale funksies of 'n los werknemer by spesiale funksies, weens onvoorsiene omstandighede na 22h30 oortyd moet werk, en deur sy werkgever gemagtig word om sodanige oortyd te werk en sodanige werknemer van openbare vervoer gebruik maak om by die werk te kom en nou nie van sodanige openbare vervoer gebruik kan maak om huis toe te gaan nie, moet die werkgever sodanige werknemer betaal soos in paragraaf (a) voorgeskryf.

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

16. REGISTERS WAT BYGEHOU MOET WORD

(1) *Loonregister*.—Elke werkgever moet 'n loonregister soos per Aanhangsel D byhou of laat byhou ten opsigte van alle werknemers in sy diens wat alle besonderhede waarvoor daar voorsiening gemaak word, aandui. Dié loonregister moet gehou word op die perseel waar die werknemers werk, behalwe wanneer anders skriftelik deur die Raad gemagtig.

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

(3) *Tydrooster*.—(a) 'n Leesbaar getikte of skriftelike tydrooster, so na as moontlik in ooreenstemming met Aanhangsel G van hierdie Ooreenkoms, moet minstens sewe dae vooraf opgeplak word op 'n plek waar die werknemers dikwels kom, met die besonderhede van die daaglikse skofte wat die werknemers, uitgesonderd los werknemers en los werknemers by spesiale funksies, wie se name in genoemde tydrooster opgeteken staan, moet werk.

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

(i) Die datum waarop dit die eerste keer deur die werkgever opgeplak is;

(ii) die datum waarop die oorspronklike daaglikse skofte wat daarin vermeld word, in werking getree het;

(iii) die datum waarop die tydrooster deur die werkgever verwyder is.

(c) Ingeval van nood het die werkgever die reg om die tydrooster in paragraaf (a) hierbo bedoel, te wysig deur minder as sewe dae kennis aan die betrokke werknemer of werknemers te gee: Met dien verstande dat—

(i) sodanige kennis voor of by voltooiing van die vorige dag se skof gegee word;

(ii) die betrokke werknemer of werknemers vrywillig skriftelik moet instem tot die voorgestelde wysiging;

(iii) 'n werknemer die reg het om sy vakvereniging te raadpleeg in verband met die ondertekening van die toestemmingsdokument, of voordat hy dit teken of so gou moontlik daarna;

(iv) 'n werknemer wat nie lid van die vakvereniging is nie eweneens die reg het om die Sekretaris van die Nywerheidsraad te raadpleeg.

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

(4) *Bywoningsregister*.—Elke werkgever moet elkeen van sy werknemers, uitgesonderd 'n los werknemer en 'n los werknemer by spesiale funksies, voorsien van 'n bywoningsregister soos vereis ingevolge artikel 20 van die Wet op Basiese Diensvoorwaardes (Wet 3 van 1983) en in die vorm voorgeskryf ooreenkomstig die regulasies ingevolge die Wet, wat deur die werknemer ingevul moet word en wat die werklike tyd toon wat daar op elke dag van die week gewerk is, die tyd waarop werk begin en opgehou het gedurende die werkdagindeling van ure daaglik en die beroep van elke sodanige werknemer: Met dien verstande dat 'n werkgever in plaas van sodanige bywoningsregister te verskaf, 'n halfoutomatiese tyd-opnemer beskikbaar kan stel met die nodige kaarte so na moontlik in die volgende vorm:

No. Naam
Week eindigende 19

(ii) where an employee travels home in his own vehicle, the employer shall pay such employee a travelling allowance of not less than R5.

(b) In the event an employee, other than a special function employee or a special function casual employee, works overtime, due to unforeseen circumstances after 22h30, and is authorised to work such overtime by his employer and such employee uses public transport to get to work and is now unable to use such public transport to go home, the employer shall pay such employee as is set out in paragraph (a).

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

16. RECORDS TO BE MAINTAINED

(1) *Wages register*.—Every employer shall keep or cause to be kept a wages register as per Annexure D in respect of all employees in his employ showing all the particulars provided for. This wages register shall be kept on the premises where the employees work, except as may be otherwise authorised in writing by the Council.

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

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

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

(i) The date on which it was first posted up by the employer;

(ii) the date on which the original daily shifts stated therein came into operation;

(iii) the date on which the schedule was removed by the employer.

(c) In the case of an emergency, an employer shall be entitled to amend the schedule referred to in paragraph (a) above by giving less than seven days' notice to the employee or employees concerned: Provided that—

(i) such notice is not given later than on completion of the previous day's shift;

(ii) the employee or employees concerned must give voluntary consent in writing to the proposed amendment;

(iii) an employee shall be entitled to consult his trade union in connection with the signing of the consent document, either prior to signing it or as soon as possible thereafter; and

(iv) an employee who does not belong to the trade union shall be similarly entitled to consult the Secretary of the Industrial Council.

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

(4) *Attendance register*.—Every employer shall provide each of his employees, other than a casual employee and a special function casual employee, with an attendance register as required in terms of section 20 of the Basic Conditions of Employment Act (Act 3 of 1983) and in the form prescribed under the regulations to the Act and which shall be filled in by the employee showing the actual time worked on each day of the week, the time of commencement and finishing work during the spreadover of hours daily and the occupation of each such employee: Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:

No. Name
Week ending 19

Dag	Op diens	Van diens af	Op diens	Van diens af	Totaal
Sondag.....					
Maandag					
Dinsdag.....					
Woensdag					
Donderdag					
Vrydag.....					
Saterdag					

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

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

(6) *Voorbehoudsbepaling.*—Subklousule (4) is nie van toepassing op 'n werknemer nie indien en vir solank as wat sodanige werknemer gereeld 'n loon ontvang van minstens die bedrae gespesifiseer in regulasie 2 (1) van die regulasies ingevolge die Wet op Basiese Diensvoorwaardes, 1983, soos van tyd tot tyd gewysig.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgever moet—

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

(b) wanneer 'n verandering plaasvind in die besonderhede wat in subklousule (1) verstrekk word, of ingeval van—

- (i) sekwestrasie van die werkgever se boedel;
- (ii) bereddering van die sake van die maatskappy;
- (iii) oordrag of staking van die besigheid wat gedryf word; of
- (iv) verkryging of aanvang van 'n ander besigheid waarvoor hierdie Ooreenkoms bindend is;

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

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

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

18. DIENSSERTIFIKAAT EN KWALIFIKASIES

(1) Behalwe waar 'n dienskontrak van 'n werknemer beëindig word op grond daarvan dat hy gedros het of waar die werknemer 'n los werknemer of 'n los werknemer by spesiale funksies is, moet die werkgever, by beëindiging van 'n dienskontrak aan die werknemer 'n dienssertifikaat verskaf in die vorm voorgeskryf in Aanhangsel E van hierdie Ooreenkoms.

(2) "Kwalifikasiesertifikaat" is 'n dokument erken deur die Nywerheidsraad wat aandui dat die houder na die mening van die Raad bewys gelewer het dat vaardighede wat nodig is vir indiensneming soos in hierdie Ooreenkoms beskryf, bekom is.

19. UITGAWES VAN DIE RAAD

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

25 sent per week in die geval van alle werknemers wat in daardie week gewerk het of R1,08 per maand in die geval van alle werknemers wat in daardie maand gewerk het: Met dien verstande dat, vir die doel van hierdie subklousule, daar geag word dat 'n werknemer gewerk het gedurende alle tydperke waarin hy van die werk afwesig was met verlof met besoldiging of siekteverlof met besoldiging soos in hierdie Ooreenkoms bepaal.

Day	On	Off	On	Off	Total
Sunday.....					
Monday.....					
Tuesday					
Wednesday.....					
Thursday					
Friday.....					
Saturday.....					

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

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

(6) *Savings.*—The provisions of subclause (4) shall not apply to an employee if and so long as such employee is in receipt of a regular wage at a rate of not less than the amounts specified in regulation 2 (1) of the regulations to the Basic Conditions of Employment Act, 1983, as amended from time to time.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer shall—

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

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

- (i) sequestration of the employer's estate;
- (ii) winding up of the affairs of the company;
- (iii) transfer or abandonment of the business carried on; or
- (iv) acquisition or commencement of any other business upon which this Agreement is binding;

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

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

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

18. CERTIFICATE OF SERVICE AND QUALIFICATIONS

(1) Except where a contract of employment of an employee is terminated on the grounds of desertion or where the employee is a casual employee or special function casual employee, the employer shall, upon termination of any contract of employment, furnish the employee with a certificate of service in the form prescribed in Annexure E of this Agreement recognised.

(2) "Certificate of Qualification" means a document recognised by the Industrial Council, indicating that in the opinion of the Council the holder has produced evidence that skills have been acquired, necessary for employment as described in this Agreement.

19. EXPENSES OF THE COUNCIL

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

25 cents per week in the case of all employees who have worked in that week or R1,08 per month in the case of all employees who have worked in that month: Provided that, for the purposes of this subclause, an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided in this Agreement.

(2) Elke werkgever moet soos volg tot die fondse van die Raad bydra:

(a) 'n Bedrag gelyk aan dié wat hy van werknemers afgetrek het soos voorgeskryf in subklousule (1);

(b) 'n bedrag van R3 ten opsigte van elke bedryfsinrigting vir elke maand, of gedeelte van 'n maand, waarin aftrekkings ingevolge subklousule (1) geskied het of moes geskied het, wat deur die werkgever self bygedra moet word.

(3) Die werkgever moet die totale bedrag wat ingevolge subklousule (1) van die lone van die werknemers afgetrek is of afgetrek moes word, tesame met die bedrae wat die werkgever ingevolge subklousule (2) moet bydra, maand vir maand, voor of op die 15de dag van die maand wat volg op dié waarin die bedrae en bydraes afgetrek is of afgetrek moes word, aan die Sekretaris van die Raad stuur, saam met die ingevulde staat in die vorm van Aanhangsel F waarin die getal werknemers aangedui moet word van wie die bedrae afgetrek is of afgetrek moes word.

20. LIDMAATSKAP VAN WERKGEWERSORGANISASIE EN VAN DIE VAKVERENIGING SOOS OMSKRYF IN DIE AANHEF VAN HIERDIE OOREENKOMS, EN VERWANTE SAKE

(1) Na reëlings vooraf met hom, moet elke werkgever redelike fasiliteite verleen aan behoorlik gemagtigde vakverenigingsbeamptes om sy bedryfsinrigting gedurende nie-spitsstye binne te gaan om—

(a) werknemers oor vakverenigingsake te spreek;

(b) nuwe lede te werf;

(c) dokumente wat deur die vakvereniging uitgereik word, te versprei.

(2) (a) Elke werkgever moet van die loon van elke lid van die vakvereniging, soos in hierdie Ooreenkoms omskryf, in sy diens die ledegeld en/of heffing aftrek wat deur die lid aan die vakvereniging ingevolge dié vereniging se konstitusie betaalbaar is, en hy moet die totale bedrag wat aldus gedurende 'n maand afgetrek is of afgetrek moet word, tesame met 'n lys met die name van die betrokke werknemers, voor of op die 15de dag van die maand ná die een waarin die aftrekkings betaalbaar was, ten bate van die vakvereniging aan die Sekretaris van die Raad stuur.

(b) Elke werkgever moet die ledegeld en/of heffing wat deur hom ingevolge die organisasie, soos in hierdie Ooreenkoms omskryf, se konstitusie aan dié organisasie betaalbaar is, voor of op die 15de dag van die maand ná die een waarin die ledegeld en/of heffing betaalbaar was, ten bate van die werkgeversorganisasie aan die Sekretaris van die Raad stuur.

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

(4) Die ledegeld en gelde betaalbaar ingevolge subklousule (2) van hierdie klousule moet by die ander bedrae gevoeg word wat tesame met Aanhangsel F teruggestuur moet word.

21. AGENTE

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

22. VERTONING VAN OOREENKOMS

'n Leesbare kopie van hierdie Ooreenkoms in albei amptelike tale moet op 'n opvallende plek in elke bedryfsinrigting vertoon word en aan alle werknemers wat dit versoek, vir insae beskikbaar gestel word.

23. VERSKAFFING VAN AANHANGSELS

Aanhangsels C en F in hierdie Ooreenkoms bedoel, is gratis by die kantore van die Nywerheidsraad beskikbaar.

24. ULTRA VIRES

Ingeval enigeen van die bepalinge van hierdie Ooreenkoms deur 'n bevoegde geregshof *ultra vires* verklaar word, word die oorblywende bepalinge van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly hulle van krag gedurende die onverstreke geldigheidsduur van hierdie Ooreenkoms.

25. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Every employer shall contribute to the funds of the Council—

(a) an amount equal to that deducted from the employees as prescribed in subclause (1);

(b) an amount of R3 in respect of each establishment each month, or part thereof, during which deductions were made or were required to be made in terms of subclause (1), which shall be contributed by the employer himself.

(3) The total amount deducted, or required to be deducted, in terms of subclause (1), from the wages of employees, together with the amounts required to be contributed by the employer in terms of subclause (2), shall be forwarded by the latter to the Secretary of the Council monthly not later than the 15th day of the month succeeding that during which the deductions and contributions were made or were required to be made, together with a completed statement in the form of Annexure F showing the number of employees from whom the deductions were made or were required to be made.

20. MEMBERSHIP OF EMPLOYERS' ORGANISATION AND TRADE UNION AS DEFINED IN THE PREAMBLE TO THIS AGREEMENT, AND INCIDENTAL MATTERS

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

(a) interviewing employees on trade union matters;

(b) enrolling new members;

(c) distributing documents issued by the trade union.

(2) (a) Every employer shall deduct from the wages of each member of the trade union, as defined in this Agreement, in his employe the subscription and/or levy payable by such employee to the trade union in terms of that union's constitution, and shall forward, for the benefit of the said union, the total amount so deducted or required to be deducted during any one month, together with a list showing the names of the relevant employees, to the Secretary of the Council by not later than the 15th day of the month following that in which the deductions fell due.

(b) Every employer shall, for the benefit of the employers' organisation, as defined in this Agreement, forward to the Secretary of the Council the subscription and/or levy payable by him to the said organisation in terms of that organisation's constitution, by not later than the 15th day of the month following that in which such subscription and/or levy fell due.

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

(4) The subscriptions and fees payable in terms of subclause (2) of this clause shall be included with the other amounts to be remitted together with Annexure F to this Agreement.

21. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. A designated agent may enter any establishment and question any employer or employee during the course of such inspection and inspect the record of wages paid, time worked and payments made for overtime, and it shall be the duty of every employer and employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for the purpose of ascertaining whether the terms of this Agreement are being observed.

22. EXHIBITION OF AGREEMENT

A legible copy of this Agreement in both official languages shall be exhibited in a prominent place in every establishment and made available to any employee on request for perusal.

23. PROVISION OF ANNEXURES

Annexures C and F referred to in this Agreement shall be available free of charge from the offices of the Industrial Council.

24. ULTRA VIRES

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

25. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling ooreenkomstig subklousule (1) van hierdie klousule verleen word die voorwaardes bepaal waarop sodanige vrystelling verleen word en die geldigheidsduur van sodanige vrystelling: Met dien verstande dat, as die Raad dit goeiddink, hy na een week skriftelik kennisgewing aan die betrokke persoon 'n vrystellingssertifikaat kan intrek.

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

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule, onderworpe waaraan sodanige vrystelling verleen word; en
 - (d) die geldigheidsduur van die vrystelling.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word agtereenvolgens nommer;
 - (b) 'n kopie hou van elke sertifikaat wat uitgereik word;
 - (c) wanneer vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingssertifikaat aan die betrokke werkgewer stuur.

(2) The Council shall fix in respect of any person granted exemption under the provisions of subclause (1) of this clause the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw any licence of exemption.

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

- (a) the full name of the 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 an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

AANHANGSEL A BETAALKOEVEERTE

[Sien klousule 5 (4)]

Werknemer se naam No.
Beroep Tydperk eindigende

	Ure	Tarief		
Gewone tyd				
Oortyd				
Totaal				
Verlofbesoldiging				
Totaal				
Pensioenfonds: Aftrekking				
Belasbare totaal				
Aftrekkings:				
L.B.S.				
W.V.F.				
Maaltye				
Inwoning				
Raadsfondse				
Vakvereniging: Ledegeld				
Absenteïsme				
Lenings of voorskotte				
Tekorte				
Voorsorgfonds				
Mediese Hulpfonds				
Pensioenfonds				
Begrafnisvoordele				
Ander (spesifiseer)				
Totale aftrekkings				
Netto bedrag betaal				

ANNEXURE A

PAY ENVELOPES

[Re clause 5 (4)]

Employee's name No.
 Occupation Period ending

	Hours	Rate		
Ordinary time				
Overtime				
Total				
Holiday pay				
Total				
Pension Fund: Deduction				
Taxable total				
Deductions:				
P.A.Y.E.				
U.I.F.				
Meals				
Lodging				
Council fees				
Trade union subscriptions				
Absenteeism				
Loans or advances				
Shortages				
Provident Fund				
Medical Aid Fund				
Pension Fund				
Funeral Benefits				
Other (specify)				
Total deductions				
Net amount paid				

AANHANGSEL B

[Sien klousule 16 (2)]

REGISTER VAN LOS WERKNEMERS EN LOS WERKNEMERS BY SPESIALE FUNKSIES

Werkgewer se naam Week/Maand geëindig

Werk- nemer se naam voluit	Beroep	Ras	Ge- slag	Ure gewerk				Bedrag verskuldig		Ver- voer	Groot totaal verskul- dig	Aftrekkings						Netto bedrag betaal	Hand- teke- ning
				Op diens	Van diens af	Op diens	Van diens af	Gewone uur- loon	Oortyd- loon			L.B.S.	W.V.F.	Nywer- heids- raad gelde	Vak vere- niging se lede- gelde	Ander	Totaal		

AANHANGSEL C

Nywerheidsraad vir die Teekamer-, Restaurant- en Spyseniersbedryf (Witwatersrand)
 Posbus 2221

JOHANNESBURG
 2000
 Tel. 833-2513/4/5

REGISTRASIE VAN ALLE WERKGEWERS EN LATERE KENNISGEWING VAN VERANDERING

(Hierdie vorm moet ingedien word binne een maand nadat besigheid 'n aanvang geneem het)

Die Sekretaris
Nywerheidsraad vir die Teekamer-, Restaurant- en Spyseniersbedryf
Posbus 2221
JOHANNESBURG
2000

Meneer

Ingevolge klousule 17 (1) van die Nywerheidsraadooreenoms verstrek ek hierby die volgende besonderhede oor hierdie besigheid of oor veranderinge van besonderhede:

1. Volle naam van besigheid.....

2. Straataadres.....

3. Posbusnommer..... Telefoonnommer.....

4. Naam van eienaar/s..... Telefoonnommer.....

Huisadres.....

Naam van vennoot/vennote..... Telefoonnommer.....

Huisadres.....

Meld of: Alleeneienaar..... Vennootskap..... Maatskappy.....

Indien maatskappy:

(a) Geregistreerde naam.....

(b) Adres van hoofkantoor.....

Tipe besigheid: (Meld asseblief met 'n X waar van toepassing)

Restaurant	}	Met/sonder 'n dranklisensie
Braairestaurant		Tipe dranklisensie wat gehou word.....

Padkafee..... Kafee..... Vis en skyfies.....

Peuselkroeg/Wegneemetes..... Funksiespysenier..... Ander.....

Getal werknemers: Blankes..... Gekleurdes..... Asiërs..... Swartes.....

Datum waarop besigheid 'n aanvang geneem het.....

Datum

Handtekening van werkgewer of gemagtigde persoon

BESONDERHEDE VAN VORIGE EIENAAR

Vorige naam van besigheid..... Telefoonnommer.....

Huisadres.....

Boekhouer..... Telefoonnommer.....

Adres van boekhouer..... Posbusnommer.....

ANNEXURE B

[Re clause 16 (2)]

CASUAL EMPLOYEES AND SPECIAL FUNCTION CASUAL EMPLOYEES REGISTER

Employer's name Week/Month ended

Em- ployee's full name	Occupa- tion	Race	Sex	Hours worked				Amount due		Trans- port	Gross total due	Deductions						Net amount paid	Signa- ture
				On	Off	On	Off	Ordinary hourly rate	Over- time rate			P.A.Y.E.	U.I.F.	Indus- trial Council fees	Union subs	Other	Total		

ANNEXURE C

Industrial Council for the Tearoom, Restaurant and Catering Trade (Witwatersrand)
P.O. Box 2221
JOHANNESBURG
2000
Tel. 833-2513/4/5

REGISTRATION OF ALL EMPLOYERS AND SUBSEQUENT NOTIFICATION OF CHANGES

(This form must be remitted within one month of commencement of the business)

The Secretary
Industrial Council for the Tearoom, Restaurant and Catering Trade
P.O. Box 2221
JOHANNESBURG
2000

Dear Sir

In accordance with clause 17 (1) of the Industrial Council Agreement, I hereby furnish the following particulars in connection with the business or the changes of particulars:

1. Name of business in full.....

2. Street address.....

3. P.O. Box No..... Telephone No.....

4. Name of owner/s..... Telephone No.....

Home address.....

Name of partner/s..... Telephone No.....

Home address.....

State whether: Sole owner..... Partnership..... Company.....

If a company:

(a) Registered name.....

(b) Address of head office.....

Type of business: (Please mark with an X where applicable)

Restaurant } With/without liquor licence.....
Steakhouse } State type of liquor licence held.....

Roadhouse..... Café..... Fish and chips.....

Snack bar/Take-away foods..... Function caterer..... Other.....

No. of employees: Whites..... Coloureds..... Asians..... Blacks.....

Date of commencement of business.....

Date.....

Signature of employer or authorised person

PARTICULARS OF FORMER OWNER

Previous name of business..... Telephone No.....

Home address.....

Bookkeeper..... Telephone No.....

Address of bookkeeper..... Box No.....

REGISTERS WAT DEUR WERKGEWER GEHOU MOET WORD

Week geëindig 19.....

Skof (a) tot.....
 Skof (b) tot.....
 Skof (c) tot.....

II. Besonderhede ten opsigte van persone in diens:

GOVERNMENT GAZETTE, 22 JULY 1988

AANHANGSEL E DIENSSERTIFIKAAT

(Sien klousule 18)

*Ek/Ons,
 wat besigheid dryf as
 te
 sertifiseer hierby dat *mnr./mev./mej.
 by *my/ons in diens was vanaf diedag
 van 19..... tot op diedag
 van 19..... in die beroep van
 By diensbeëindiging was *sy/haar gewone loon R per *week/maand.
 Datum

Handtekening van werkgever of gemagtigde persoon

* Skrap wat nie van toepassing is nie.

NYWERHEIDSRAAD VIR DIE TEEKAMER-, RESTOURANT- EN SPYSENIERSBEDRYF (WITWATERSRAND)

Posbus 2221
 JOHANNESBURG
 2000
 Tel. 833-2513/4/5

AANHANGSEL F

(Sien klousules 19 en 20)

Naam van besigheid Tel. No.
 Adres van besigheid Poskode
 Naam van boekhouer Posbus No.
 Gelde betaalbaar vir die tydperk Rek. No.
 Betaling van gelde moet vir elke kalendermaand teen die 15de van die volgende maand gemaak word. Datum

Alle werknemers	Blankes		Gekleurdes		Asiërs		Swartes		Totale		Totale getal werknemers	Bedrag verskuldig deur werknemers teen 25c per week		Bedrag verskuldig deur werknemers teen 25c per week		Totale bedrag verskuldig deur werknemers en werkgewers teen R2,16 per maand	
	M	V	M	V	M	V	M	V	M	V		R	c	R	c	R	c

GETAL BEDRYFSINRIGTINGS/TAKKE ☐ × R3=

Nywerheidsraad totaal
L.W.—Die uniforme tarief van R3 per maand is betaalbaar deur elke firma en elke tak, benewens die gelde betaalbaar deur werknemers/werkgewers.

SPYSENIERS- RESTOURANT- EN TEEKAMERVERENIGING
Klousule 20 (2) (b).—Elke werkgever moet die ledegeld en/of heffing wat deur hom ingevolge die betrokke organisasie se konstitusie aan die organisasie betaalbaar is, voor of op die 15de dag van die maand na dié waarin die ledegeld en/of heffing betaalbaar was, ten bate van die werkgewersorganisasie aan die Sekretaris van die Raad stuur.

LEDEGELDSKAAL		
Werknemers	Per jaar	Per maand
	R	R
0-3.....	72,00	6,00
4-10.....	96,00	8,00
11 of meer.....	120,00	10,00
Plattelandse lede.....	72,00	6,00
N.B.: NUWE LEDE: Toelatingsfooi van R20.		

T.R.A.-bedrag verskuldig =

WERKNEMERSVERENIGING VAN DIE TEEKAMER-, RESTOURANT- EN SPYSENIERSBEDRYF, WITWATERSRAND

Klousule 20 (2) (a).—Elke werkgever moet van die loon van elke lid van die vakvereniging in sy diens die ledegeld en/of heffing aftrek wat deur die lid aan die betrokke vakvereniging ingevolge dié vereniging se konstitusie betaalbaar is, en hy moet die totale bedrag wat aldus gedurende enige maand afgetrek is of afgetrek moet word, tesame met 'n lys met die name van die betrokke werknemers, voor of op die 15de dag van die maand ná die een waarin die afrekkings betaalbaar was, ten bate van die betrokke vakvereniging aan die Sekretaris van die Raad stuur.

LEDEGELDSKAAL
Slegs Blankes—Gekleurdes—Asiërs
 Aftrekking van R2 per maand per werknemer.
 Los werknemers en los werknemers by spesiale funksies teen 20c per dag.
N.B.: Bring asseblief besonderhede van vakvereniginglede op aangehegte vel papier aan.

Vakverenigingbedrag verskuldig =

Totale bedrag verskuldig =

Slegs vir kantoorgebruik:

Datum Kwitansie No. Tel by debiet
 Maand betaal Trek af krediet

VOORUITGEDATEERDE TJEKS WORD NIE AANVAAR NIE.

TOTALE BEDRAG BETAALBAAR =

(*Re clause 18*)

Signature of employer or authorised person

INDUSTRIAL COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE
(WITWATERSRAND)

(*Re clauses 19 and 20*)

Payment of fees shall be made for each calendar month by the 15th of the following month.

NUMBER OF ESTABLISHMENTS/BRANCHES ☐ ×R3=

Industrial Council total

N.B.: NEW MEMBERS: Entrance fee R20.

T.R.A. Amount due =

N.B.: Kindly enter particulars on attached sheet.

Total amount due=

TOTAL AMOUNT PAYABLE=

AANHANGSEL G

TYDROOSTER

[illegible]

Geteken te Johannesburg op hede die 16de dag van Februarie 1988.

Voorsitter.

Ondervoorsitter.

Sekretaris,

REMARKS

ANNEXURE G

[Re clause 16 (3)]

TIME-TABLE

Date first displayed For period

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

Date removed Signature of employer or authorised person

Signed at Johannesburg this 16th day of February 1988.

J. L. GELDENHUYS,
Chairman.

E. SIEW,
Vice-Chairman.

A. D. COUGHLAN,
Secretary.

INHOUD

No.	Bladsy No.	Staats-koerant No.
GOEWERMENSKENNISGEWING		
Mannekrag, Departement van		
<i>Goewermenskennisgewing</i>		
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