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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 965 **4 Mei 1990**

WET OP ARBEIDSVERHOUDINGE, 1956

DRANK EN SPYSENIERSBEDRYF, KAAP.—HOOFOOREENKOMS

Ek, Eli van der Merwe Louw, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1993 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (6) (g), 16 en 22 tot 26, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1993 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 die genoemde Ooreenkoms gespesifiseer.

E. VAN DER M. LOUW,
Minister van Mannekrag.

891—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 965 **4 May 1990**

LABOUR RELATIONS ACT, 1956

LIQUOR AND CATERING TRADE, CAPE.—MAIN AGREEMENT

I, Eli van der Merwe Louw, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1993, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (6) (g), 16 and 22 to 26, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1993, 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 Agrement.

E. VAN DER M. LOUW,
Minister of Manpower.

BYLAE

NYWERHEIDSRAAD VIR DIE DRANK- EN SPYSENIERS-BEDRYF, KAAP

OOREENKOMS

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

Fedhasa Employers' Association

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

Liquor and Catering Trades Employees' Union

en die

Hotel, Bar and Catering Trades Employees' Association

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

wat die partye is by die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Kaap.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrikte Bellville, Goodwood, Die Kaap, Simonstad, Somerset-Wes, Strand en Wynberg.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 van die Wet bepaal en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy vasstel.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE LIQUOR AND CATERING TRADE, CAPE

AGREEMENT

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

Fedhasa Employers' Association

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

Liquor and Catering Trades Employees' Union

and the

Hotel, Bar and Catering Trades Employees' Association

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

being the parties to the Industrial Council for the Liquor and Catering Trade, Cape.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial Districts of Bellville, Goodwood, The Cape, Simon's Town, Somerset West, Strand and Wynberg.

(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 this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. WOORDOMSKRYWING

(1) **Werkkategorieë**

Opmerking: Lees saam met klousule 4—Lone.

Kategorie	Restourante	Een- en tweester-hotelle	Drie-, vier- en vyfster-hotelle
1	Restourant- en kombuis-assistent Kroegwerker Wag/Nagwag Tuinier	Hysbakbediener	Kamerbediende/Huishulp (twee maande inleiding, dan na Kategorie 2)
2	Proviandkamer-werker/Slaaimaker	Kroegwerker Kamerbediende Drywer Tuinier Kombuis-assistent Portier Kwekelingportier (vyf maande teen 75% van die gekwalifiseerde loon) Wag	Kombuis-assistent/Skottelgoedwasser Kroegwerker Kamerbediende/Huishulp Skoonmaker Wassery/Linnekamer/Klerewerkster Tuinier Algemenedienswerknemer Wag Bagasieportier Bankethuishulp/Portier
3	Kok Drywer Roosterbediener Faktotum Veiligheidsbeampte Kelner Wynkelner	Kok Kwekelingkok (drie eenjaar-periodes teen— eerste jaar—70% van gekwalifiseerde loon tweede jaar—80% van gekwalifiseerde loon derde jaar—90% van gekwalifiseerde loon) Kelner/Wynkelner Kwekeling-kelner/-wynkelner (vyf maande teen 75% van die gekwalifiseerde loon) Nagportier Nagwag Faktotum	Hotelkwekeling Proviandkamerwerker/Toonbankbediener Drywer (voertuig ligter as 450 kg) Parkeerterreinbediener Kelner/Wynkelner ('Minikroeg') Kontroleur/Kamerdienskelner Kwekeling-kelner, ens. (vyf maande teen 75% van die gekwalifiseerde loon) Portier Kwekeling-portier (vyf maande teen 75% van die gekwalifiseerde loon) Nagportier Nagwag Linne-opsiener/Wassery-toesighouer Assistent-huishoudster

Kategorie	Restourante	Een- en tweester-hotelle	Drie-, vier- en vyfster-hotelle
4	Hoofkelner Sjef/Hoofkok Klerk Ontvangsklerk/Kassier Magasynman	Telefonis Klerk/Ontvangsklerk/Kassier Kwekeling-klerk (12 maande teen 75% van die gekwalifiseerde loon) Hoof-kok/Sjef Veiligheidsbeampte Magasynman	Magasynman Bloemis Hoofkelner/Hoofwynkelner Hoofportier Kok Kwekelingkok (drie eenjaar-periodes teen— eerste jaar—70% van gekwalifiseerde loon tweede jaar—80% van gekwalifiseerde loon derde jaar—90% van gekwalifiseerde loon Skakelbord-operateur (uitgesonderd ontvangs- en kassierwerk) Ongekwalifiseerde ontvangsklerk (ses maande) Veiligheidsbeampte
5	Kroegman	Kroegman Kwekeling-kroegman (vyf maande teen 75% van die gekwalifiseerde loon) Huishoudster Hoofkroegman	Nag-ouditeur Chef de Partie/Sjef/Hoofkok/Bakker Soetbakker Klerke Huishoudster Ontvangsklerk/Sekretaresse Kroegman Kwekeling-kroegman (vyf maande teen 75% van die gekwalifiseerde loon)
6	Assistent-bestuurder	Assistent-bestuurder Departementele bestuurder	Hoofkroegman
7	Bestuurder Kwekeling-restourantbestuurder: Eerste jaar teen 60% van die gekwalifiseerde loon Tweede jaar teen 75% van die gekwalifiseerde loon Derde jaar teen 80% van die gekwalifiseerde loon	Bestuurder	Bestuurder Assistent-bestuurder Departementele bestuurder Uitvoerende huishoudster Restourant-bestuurder

(a) *bis* WOORDOMSKRYWING

Kolom 1 (Restourante)	Kolom 2 (een- en tweester-hotelle)	Kolom 3 (drie-, vier- en vyfster-hotelle)
"assistent-bestuurder" beteken 'n werknemer wat die bestuurder by die uitvoering van sy pligte bystaan en wat tydens sy afwesigheid vir hom kan waarneem;	"assistent-bestuurder"—sien Kolom 1;	"assistent-bestuurder"—sien Kolom 1;
		"assistent-huishoudster" beteken 'n werknemer wat aan die huishoudster verantwoordelik is en haar by die uitvoering van haar pligte bystaan;
"kroegwerker" beteken 'n werknemer wat in 'n kroeg of buiteverkoopafdeling glase was, vloere, toonbanke, rakke, meubels of ander uitrusting vee en/of skoonmaak, bottels of ander houers opstapel en/of verwyder, drank aan klante aflewer vir verbruik weg van die perseel af;	"kroegwerk" beteken 'n werknemer wat in 'n kroeg of buiteverkoopafdeling glase was, vloere, toonbanke, rakke, meubels of ander uitrusting vee en/of skoonmaak, bottels of ander houers opstapel, verpak, dra, sorteer en/of verwyder, 'n handvoertuig stoot of trek, drank aan klante aflewer vir verbruik weg van die perseel af, goedere, behalwe drank, te voet of met 'n fiets, driewiel of 'n handvoertuig aflewer, en wat ligte verversings kan bedien, met inbegrip van kroegetes, maar uitgesonderd diens in die eetsaal;	"kroegwerker"—sien Kolom 1;
		"bankethuishulp/portier" beteken 'n werknemer wat tafels, stoele en die banketsaal ingevolge die tafelplan opstel, insluitende die skoonmaak van die saal met 'n stofsuier voor en na 'n banket, sowel as glase, messegoed en skottelgoed, skoonmaak en verskuif;
"kroegman" beteken 'n werknemer, uitgesonderd 'n wynkelner, wat oor die toonbank of uit die kroeg in 'n bedryfsinrigting drank verkoop en wat kan toesig hou oor alle werknemers wat in die kroeg werksaam is;	"kroegman"—sien Kolom 1;	"kroegman"—sien Kolom 1;
	"kroegman, gekwalifiseer," beteken 'n kroegman met minstens vyf maande ondervinding;	"kroegman, gekwalifiseer,"—sien Kolom 2;
	"kroegman, ongekwalifiseer," beteken 'n kroegman met minder as vyf maande ondervinding;	"kroegman, ongekwalifiseer,"—sien kolom 2;
	"kassier" 'n werknemer wat geld in ontvangs neem en kwitansie uitreik in enige deel van die bedryfsinrigting, wat drank wat bedien word aan gaste wat kamerdiens vereis, slegs in verseëlde houers kan verkoop uit dié deel van die gelisensieerde bedryfsinrigting waartoe die publiek kragtens die bepalings van die werkgewer se dranklisensie of in opdrag van die werkgewer geen toegansreg het nie, en wat ook klerklike werk kan verrig; wat skryf, tik of 'n ander vorm van klerklike werk kan verrig, wat geld vir die betaling van rekenings kan ontvang, en wat drank by die kontroleerpunt van uitgaande goedere kan verkoop;	"kassier"—sien Kolom 2;
"los werknemer" beteken 'n werknemer wat op hoogstens drie dae in 'n week by dieselfde werkgewer in diens is;	"los werknemer"—sien Kolom 1;	"los werknemer"—sien Kolom 1;
	"kamerbediende" beteken 'n werknemer wat beddens opmaak, linnegoed, komberse en blomme versorg, gaste se bagasie in- en uitpak en gaste se klere skoonmaak, was, stryk en pars, wat vloere vee, en meubels in openbare plekke, sowel as slaapkamers skoonmaak, en omvat dit "huishulp";	"kamerbediende"—sien Kolom 2;

Kolom 1 (Restourante)	Kolom 2 (een- en tweester-hotelle)	Kolom 3 (drie-, vier- en vyfster-hotelle)
"sjef" of "hoofkok" beteken 'n werknemer wat in beheer is van en toesig hou oor een of meer gekwalifiseerde koks en wat daarvoor verantwoordelik is dat al die werknemers wat in die kombuis werksaam is hul pligte behoorlik uitvoer;	"sjef" of "hoofkok"—sien Kolom 1;	"sjef" of "hoofkok" beteken 'n werknemer wat in beheer is van en toesig hou oor een of meer gekwalifiseerde koks en wat daarvoor verantwoordelik is dat al die werknemers wat in die kombuis werksaam is hul pligte behoorlik uitvoer en "Sjef de Partie" wat ook vir 'n spesifieke afdeling van die kombuis verantwoordelik is;
	"kontroleerpunt van uitgaande goedere" beteken dié punt in die buiteverkoopafdeling waar die kassier sit en waar die goedere wat 'n klant gekoop het, nagegaan en daarvoor betaal word;	"kontroleerpunt van uitgaande goedere"—sien Kolom 2;
"klerk" beteken 'n werknemer wat skryf-, tik- of 'n ander vorm van klerklike werk verrig en sluit dit in 'n magasynman, versendingsklerk, telefonis, kassier en 'n werknemer wat die werk van 'n ontvangsklerk verrig;	"klerk"—sien Kolom 1;	"klerk" beteken 'n werknemer wat skryf-, tik- of ander vorm van klerklike werk verrig en sluit dit in 'n magasynman, versendingsklerk, telefonis, kassier en 'n werknemer wat die werk van 'n ontvangsklerk of 'n sekretaresse verrig;
	"klerk gekwalifiseer," beteken 'n klerk met minstens 12 maande ondervinding;	"klerk, gekwalifiseer,"—sien Kolom 2;
	"klerk, ongekwalifiseer," beteken 'n klerk met minder as 12 maande ondervinding;	"klerk, ongekwalifiseer,"—sien Kolom 2;
"kok," beteken 'n werknemer wat kos voorberei en/of kook en wat bak- en banketwerk verrig: Met dien verstande dat wanneer 'n werknemer slegs dié werk verrig wat in die omskrywing van "kelner" voorgeskryf word, hy nie as 'n kok beskou moet word nie;	"kok," beteken 'n werknemer wat kos voorberei en/of kook en wat bak- en banketwerk verrig en wat moet verseker dat sy toerusting skoon is: Met dien verstande dat wanneer 'n werknemer slegs die werk verrig wat in die omskrywing van "kelner" voorgeskryf word, hy nie as 'n kok beskou moet word nie;	"kok,"—sien Kolom 1;
	"kok, gekwalifiseer," beteken 'n kok met minstens drie jaar ondervinding;	"kok, gekwalifiseer,"—sien Kolom 2;
	"kok, ongekwalifiseer," beteken 'n kok met minder as drie jaar ondervinding;	"kok, ongekwalifiseer,"—sien Kolom 2;
"Raad," beteken die Nywerheidsraad vir die Drank- en Spyseniersbedryf, Kaap, wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;	"Raad,"—sien Kolom 1;	"Raad,"—sien Kolom 1;
"dag," beteken 'n tydperk van 24 uur wat om 24:00 begin en eindig, behalwe dat 'n "dag" ten opsigte van nagwerkers 'n tydperk van 24 uur beteken wat om 12:00 begin en eindig;	"dag,"—sien Kolom 1;	"dag,"—sien Kolom 1;
	"departementele bestuurder," beteken iemand wat in bevel is van 'n spesifieke afdeling van die bedryfsinrigting en wat as 'n assistent-bestuurder beskou moet word;	"departementele bestuurder,"—sien Kolom 2;
"noodwerk," beteken werk wat weens onvoorsiene omstandighede soos 'n storm, brand, ongeluk, gewelddaad, epidemiese siekte, absenteïsme of diefstal en weens die feit dat dit nodig is vir die instandhouding van noodsaaklike dienste sonder versuim gedoen moet word;	"noodwerk,"—sien Kolom 1;	"noodwerk,"—sien Kolom 1;
"bedryfsinrigting," beteken 'n perseel waarvoor daar vir die verkoop van drank daarin, daarop of daaruit een of meer van die lisensies gehou word wat in die omskrywing van "Drank- en Spyseniersbedryf," voorgeskryf word en waarin of in verband waarmee een of meer werknemers geheel of gedeeltelik in die drankbedryf geassosieer is;	"bedryfsinrigting,"—sien Kolom 1;	"bedryfsinrigting,"—sien Kolom 1;

Kolom 1 (Restourante)	Kolom 2 (een- en tweester-hotelle)	Kolom 3 (drie-, vier- en vyfster-hotelle)
	"ondervinding," beteken, met betrekking tot dié werknemers vir wie 'n stygende loonskaal in klousule 4 voorgeskryf word, die totale tydperk of tydperke, wat 'n werknemer werksaam was in die bepaalde beroep wat hy in die Drank- en Spyseniersbedryf beoefen: Met dien verstande dat alle ondervinding as 'n hoteljoggie geag word ondervinding as 'n portier te wees:	"ondervinding,"—sien Kolom 2;
		"uitvoerende huishoudster," beteken 'n werknemer wat 'n lid van die senior bestuurspan is, wat vir begroting, beplanning, administrasie, toesig en die bestuur van die hele departement verantwoordelik is;
		"bloemis," beteken 'n werknemer wat verantwoordelik is vir die aankoop, versierings- en die versorging van die blomme en tuinboukundige vereistes van 'n bedryfsinrigting;
"tuinier," beteken 'n werknemer wat met tuinwerk en verwante bedrywighede besig is;	"tuinier,"—sien Kolom 1;	"tuinier,"—sien Kolom 1;
		"algemenedienswerknemer" beteken 'n werknemer wat in een of meer van die volgende hoedanighede werksaam is: (a) Beddens opmaak; (b) linnegoed, komberse en blomme versorg; (c) gaste se bagasie in- en uitpak en gaste se klere skoonmaak, stryk en pars; (d) biljarttafels versorg en wat betaling kan ontvang vir potte wat op die tafels gespeel word; (e) ligte verversings bedien, met inbegrip van kroegetes; (f) eetware, eetgerei of ander artikels aandra; (g) eetgerei, meubels, persele, voertuie, skoene, groente, vis, pluimvee of ander artikels skoonmaak, vloere vee en toonbanke, rakke, meubels of ander uitrusting in 'n kroeg of buiteverkoopafdeling afstof en/of skoonmaak; (h) vuur maak of aan die gang hou en/of afval verwyder; (i) pluimvee pluk; vrugte of groente skil en/of snipper; tee, koffie, kakao of dergelike dranke maak; (j) diere of pluimvee versorg; (k) tuinwerk (d.w.s. plant onder toesig, spit, hark, gras sny, strooi, meng, natmaak, heinings snoei); (l) bottels of ander artikels verpak en sorteer; (m) 'n handvoertuig stoot of trek; (n) persele, bagasie of ander artikels bewaak, maar nie persele, geboue, hekke of ander eiendom snags bewaak nie; (o) goedere, behalwe drank, te voet of met 'n fiets, driewiel of 'n handvoertuig aflewer; (p) onder toesig van 'n sjef of hoofkok of 'n gekwalifiseerde kok 'n kok help deur die kosware in die gaarmaakproses te versorg, en/of vleis of ander kosware wat vir die verbruik van die werknemers van 'n bedryfsinrigting bedoel word, gaarmaak; (Vir die toepassing van hierdie omskrywing omvat die uitdrukking "eetware, eetgerei of ander artikels aandra" nie etes of verversings na gaste aandra nie, behalwe vroeëoggendtee, -koffie, -kakao of dergelike dranke en warm water);

Kolom 1 (Restourante)	Kolom 2 (een- en tweester-hotelle)	Kolom 3 (drie-, vier- en vyfster-hotelle)
"roosterbediener" beteken 'n werknemer wat die pligte van 'n kok uitvoer, maar wat hoofsaaklik met die rooster van kos bedrywig is;		
"gas" beteken enigiemand wat òf permanent òf tydelik in 'n bedryfsinrigting woon en omvat dit ook 'n besoeker of klant, maar nie die werkgewer of 'n lid van sy gesin of iemand wat by die bedryfsinrigting in diens is nie;	"gas"—sien Kolom 1;	"gas"—sien Kolom 1;
"faktotum" 'n werkgewer wat meubels, masjienerie of ander uitrusting herstel en wat minder belangrike herstel- of opknappingswerk aan gebou kan doen;	"faktotum"—sien Kolom 1;	"faktotum"—sien Kolom 1;
	"hoofkroegman" beteken 'n werknemer wat in beheer is van en toesig hou oor een of meer ander kroegmanne en wat daarvoor verantwoordelik is dat hierdie kroegmanne en alle ander werknemers wat in of in verband met die kroeg of kroeë onder sy beheer in diens is, hul pligte behoorlik uitvoer;	"hoofkroegman"—sien Kolom 2;
		"hoofportier" beteken 'n werknemer wat in beheer geplaas is van en toesig hou oor een of meer portiers en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;
		"hoofkelner" beteken 'n werknemer wat in beheer geplaas is van en toesig hou oor kelners en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;
		"hotelkwekeling" beteken 'n werknemer wat vir 'n tydperk van drie jaar in verskillende afdelings van 'n bedryfsinrigting werk met die oog op bestuursopleiding, en wie se indiensneming as 'n kwekeling in 'n besondere bedryfsinrigting die goedkeuring van die Raad wegdra;
	"hotelkwekelingondervinding" beteken ook ondervinding opgedoen aan 'n skool onder beskerming van die Hotelraad;	"hotelkwekelingsondervinding"—sien Kolom 2;
	"huishoudster" beteken 'n werknemer wat toesig hou oor die kombuise en/of slaapkamers en die personeel in hierdie afdelings, en wat oor voorrade toesig kan hou;	"huishoudster"—sien Kolom 2;
"kombuis-assistent" beteken 'n werknemer wat een of meer van die volgende werksaamhede uitvoer: Breekgoed, eetgerei, glase en kombuisgereedskap opwas en droogmaak; dra, skoonmaak, vee, opruim, afstof en poleer; kosware was, afskil, opsny en uitdeel; tee, koffie en ander drankies maak met inbegrip van die maak van toebroodjies en nagereg (insluitende die bak daarvan) onder toesig van die kok in die kookproses, of ander pligte; van agter die toonbank (uitgesonderd 'n kroegtoonbank) aan kelners en wynkelners alle kossoorte en drank uitdeel, wat wyn en bier insluit, maar nie sterk drank nie; wasgoed skoonmaak, was en stryk;	"kombuis-assistent" beteken 'n werknemer wat kos, kombuisgereedskap of ander artikels dra; kombuisgereedskap, meubels, persele, voertuie skoene, groente, vis, pluimvee of ander artikels skoonmaak; vloere vee; toonbanke, rakke, meubels of ander uitrusting afstof en/of skoonmaak, behalwe in 'n kroeg of buiteverkoopafdeling; vure maak of in stand hou en/of afval verwyder; vrugte of groente afskil of sny; tee, koffie of ander drankies maak; onder toesig van 'n sjef of hoofkok of 'n gekwalifiseerde kok die kok help deur die kosware in die gaarmaakproses te versorg en/of vleis of ander kosware gaarmaak wat ook vir verbruik deur die werknemers van 'n bedryfsinrigting bedoel word, en dit sluit in die voorbereiding en maak van slaai en toebroodjies;	"kombuis-assistent" sien Kolom 2;
		"wassery-toesighouer" beteken 'n werknemer wat in beheer geplaas is van en toesig hou oor wassery-werkers en wat daarvoor verantwoordelik is dat hulle hul pligte doeltreffend uitvoer;
		"wassery-werker" beteken 'n werknemer wat gaste se klere, hotellinne en -uniforms skoonmaak, was, stryk en pars;

Kolom 1 (Restourante)	Kolom 2 (een- en tweester-hotelle)	Kolom 3 (drie-, vier- en vyfster-hotelle)
	"hysbakbediener" beteken 'n werknemer wat 'n goedere- of passasiershysbak bedien;	"hysbakbediener"—sien Kolom 2; "linnekamer-assistent" beteken 'n werknemer wat hotellinne, uniforms en gaste se wasgoed afhaal, regmaak en aflewer;
"Drank- en Spyseniersbedryf" beteken die Bedryf wat deur werkgewers en werknemers uitgeoefen word wanneer hulle, tydelik of permanent, 'n besigheid dryf waar drank verkoop word en in verband waarmee een of meer van die volgende lisensies, kragtens die Drankwet, 1977, uitgereik, gehou moet word: Restourantdranklisensie; hoteldranklisensie; kantienlisensie; wyn-en-bierlisensie; teater- of sportgronde-dranklisensie; tydelike dranklisensie; nagtelike geleentheidslisensie; houers van magtiging uitgereik ingevolge artikel 23;	"Drank- en Spyseniersbedryf"—sien Kolom 1;	"Drank- en Spyseniersbedryf"—sien Kolom 1;
		"bagasieportier" beteken 'n werknemer wat met die aankoms van treine of ander vervoermiddels gaste ontmoet en vergesel en hul bagasie vervoer; boodskappe ontvang, aflewer en aandag daaraan skenk, asook klokkies beantwoord;
"bestuurder" beteken 'n werknemer wat in beheer is van 'n bedryfsinrigting en van die werknemers wat in die bedryfsinrigting in diens is en wat daarvoor verantwoordelik is dat hulle hul pligte behoorlik uitvoer;	"bestuurder"—sien Kolom 1;	"bestuurder"—sien Kolom 1;
"motorvoertuig" beteken 'n voertuig wat deur eie krag aangedryf word (uitgesonderd 'n tweewielvoertuig) en wat gebruik word vir die vervoer van hotelgaste en/of bagasie na en van 'n bedryfsinrigting af en vir die vervoer karwei of aflewering van goedere wat in verband met die Drank- en Spyseniersbedryf gebruik word, en vir die aflewering van drank aan klante;	"motorvoertuig"—sien Kolom 1;	"motorvoertuig"—sien Kolom 1;
"motorvoertuigdrywer" of "drywer van 'n motorvoertuig" beteken 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing word daar beskou dat by " 'n motorvoertuig dryf" inbegrepe is alle tydperke wat daar gedryf word en alle tyd wat die drywer aan die voertuig of die vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;	"motorvoertuigdrywer" of "drywer van 'n motorvoertuig" beteken 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing word daar beskou dat by " 'n motorvoertuig dryf" inbegrepe is alle tydperke wat daar gedryf word en alle tyd wat die drywer aan die voertuig of die vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf; en wat ook die pligte van 'n portier mag uitvoer;	"motorvoertuigdrywer"—sien Kolom 2;
	"nagportier" beteken 'n portier wie se diens merendeels tussen 19:00 en 07:00 val;	"nagportier"—sien Kolom 2;
	"nagportier, gekwalifiseer," beteken 'n nagportier met minstens vyf maande ondervinding;	"nagportier, gekwalifiseer"—sien Kolom 2;
	"nagportier, ongekwalifiseer," beteken 'n nagportier met minder as vyf maande ondervinding;	"nagportier, ongekwalifiseer"—sien Kolom 2;

Kolom 1 (Restourante)	Kolom 2 (een- en tweester-hotelle)	Kolom 3 (drie-, vier- en vyfster-hotelle)
"nagwag," beteken 'n werknemer wat gedurende die nag persele, geboue, hekke of ander eiendom bewaak en inwoners inlaat;	"nagwag," beteken 'n werknemer wat gedurende die nag persele, geboue, hekke of ander eiendom bewaak, inwoners inlaat, skoonmaakpligte nakom en wie se dienste grotendeels tussen die ure 22:00 en 07:00 plaasvind;	"nagwag"—sien Kolom 1;
"deeltydse werknemer," beteken 'n werknemer wie se dienskontrak daarvoor voorsiening maak dat hy vir 'n ononderbroke tydperk van ses dae of langer en vir altesaam minstens twee maar hoogstens vier uur op 'n dag in diens geneem word;	"deeltydse werknemer"—sien Kolom 1;	"deeltydse werknemer"—sien Kolom 1;
	"portier," beteken 'n werknemer wat gaste ontmoet by die aankoms van treine en ander vervoermiddels, gaste en hul bagasie vervoer, boodskappe ontvang, aflewer en aandag daaraan skenk, klokkies en telefone beantwoord, verversings aan gaste bedien en aandag aan hul behoeftes skenk, en wat 'n telefoonskakelbord kan bedien;	"portier"—sien Kolom 2;
	"portier, gekwalifiseer," beteken 'n portier met minstens vyf maande ondervinding;	"portier, gekwalifiseer"—sien Kolom 2;
	"portier, ongekwalifiseer," beteken 'n portier met minder as vyf maande ondervinding;	"portier, ongekwalifiseer"—sien Kolom 2;
"ontvangsklerk/kassier," beteken 'n werknemer wat klante ontvang, lyste van besprekings versorg, 'n telefoon bedien, rekenings uitreik, geld ontvang en kwitansies uitreik by die ontvangs of enige ander verkoopsplek, behalwe die kroeg;	"ontvangsklerk/kassier," beteken 'n klerk wat gaste ontvang, besprekings waarneem en 'n lys daarvan hou, rekenings uitskryf, geld ontvang en kwitansies uitreik, en wat die werk van kassier kan verrig;	"ontvangsklerk/kassier"—sien Kolom 2;
	"ontvangsklerk, gekwalifiseer," beteken 'n ontvangsklerk met minstens 12 maande ondervinding;	"ontvangsklerk, gekwalifiseer"—sien Kolom 2;
	"ontvangsklerk, ongekwalifiseer," beteken 'n ontvangsklerk met minder as 12 maande ondervinding;	"ontvangsklerk, ongekwalifiseer"—sien Kolom 2;
"restourant-assistent," beteken 'n werknemer wat een of meer van die volgende werksaamhede verrig: Dra, skoonmaak, vee, opruim, afstof, poleer, tafels dek en afdek, bottels, breekgoed, messegoed en glasware van openbare plekke verwyder;		
		"restourantbestuurder," beteken 'n werknemer wat in beheer is van 'n restourant in 'n hotel waarin daar minstens een hoofkelner werksaam is en wat daarvoor verantwoordelik is dat die werknemers wat in so 'n restourant werksaam is hul pligte doeltreffend uitvoer:
		"klerewerkster," beteken 'n werknemer wat hotellinne en -uniforms opmaak en/of regmaak;
		"sekretaris/esse"—sien "klerk";
"veiligheidsbeampte," beteken 'n werknemer wat toesig hou oor inklokmasjiene en presensieregisters, pakkette nagaan en veiligheidswerk, uitgesonderd die plige van 'n algemenedienswerknemer, in opdrag van die werkgewer verrig en wat toegelaat word om klerklike werk te verrig;	"veiligheidsbeampte"—sien Kolom 1;	"veiligheidsbeampte"—sien Kolom 1;

Kolom 1 (Restourante)	Kolom 2 (een- en tweester-hotelle)	Kolom 3 (drie-, vier- en vyfster-hotelle)
"werkdagindeling," beteken 'n tydperk bereken vanaf die tyd waarop 'n werknemer op 'n dag begin werk totdat hy vir dié dag ophou met werk;	"werkdagindeling"—sien Kolom 1;	"werkdagindeling"—sien Kolom 1;
"proviandkamerwerker/slaaimaker," beteken 'n werknemer wat enigeen van die volgende werksaamhede verrig: slaai maak of voorberei, ligte happies, toebroodjies en warm en koue drankies maak en voorbereide kos hanteer en warmmaak;		"proviandkamerwerker/slaaimaker"—sien Kolom 1;
"magasynman," beteken 'n werknemer wat beheer oor voorrade het en verantwoordelik is vir die ontvang, wegpak, verpakking of uitpak van goedere in 'n magasyn, en vir die lewering van goedere uit 'n magasyn aan afdelings of vir versending;		"magasynman"—sien Kolom 1;
	"telefonis" beteken 'n werknemer wat 'n telefoonskakelbord bedien en klerklike werk kan verrig;	"telefonis"—sien Kolom 2;
"loon" beteken die bedrag ingevolge klousule 4 (1) van hierdie Ooreenkoms aan 'n werknemer betaalbaar ten opsigte van sy gewone werkure soos in klousule 6 voorgeskryf: Met dien verstande dat as 'n werkgewer sy werknemer vir sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit dié hoër bedrag beteken;	"loon"—sien Kolom 1;	"loon"—sien Kolom 1;
"kelner" beteken 'n werknemer wat gaste verwelkom; hulle na hul sitplekke wys; spyskaarte en wynlyste uitdeel; die inhoud van die spyskaart verduidelik; bestellings neem; maaltye, drankies en ander artikels bedien; tafels dek en afdek; tee, koffie en spesialiteitskoffies en ander drankies maak; brood sny en toebroodjies maak; slaaigeregte voorberei; betaling van gaste ontvang; en omvat dit die pligte van 'n wynkelner;	"kelner" beteken 'n werknemer wat tafels dek of afdek, etes of verversings bedien aan of dra na gaste en wat toebroodjies kan maak, slaaigeregte kan berei, en betaling van gaste kan aanvaar vir goedere, etes of verversings wat verskaf word, en omvat dit die pligte van 'n wynkelner;	"kelner" beteken 'n werknemer wat tafels dek of afdek, etes of verversings bedien aan of dra na gaste en wat toebroodjies kan maak, slaaigeregte kan berei, en betaling van gaste kan aanvaar vir goedere, etes of verversings wat verskaf word, en omvat dit die pligte van 'n wynkelner; en omvat dit ook 'n mini-kroegbeheerder/kamerdienskelner wat verantwoordelik is vir die bevoorrading, beheer oor en skoonhou van alle glasware en drank in gaste se kamers;
	"kelner, gekwalifiseer," beteken 'n kelner met minstens vyf maande ondervinding;	"kelner, gekwalifiseer,"—sien Kolom 2;
	"kelner, ongekwalifiseer," beteken 'n kelner met minder as vyf maande ondervinding;	"kelner, ongekwalifiseer,"—sien Kolom 2;
"wag" beteken 'n werknemer wat persele bewaak en bagasie of ander artikels oppas, uitgesonderd persele, geboue, hekke of ander eiendom gedurende die nag bewaak;	"wag"—sien Kolom 1;	"wag"—sien Kolom 1;
"week" beteken 'n ononderbroke tydperk van sewe dae;	"week"—sien Kolom 1;	"week"—sien Kolom 1;
"wynkelner" beteken 'n werknemer wat wynlyste uitdeel en die inhoud daarvan verduidelik; bestellings vir drank en ligte verversings neem en die bediening daarvan aan gaste; wat drank en ander drankies afmeet en skink, maar nie van agter 'n kroegtoonbank nie, en wat betaling van klante aanvaar;	"wynkelner"—sien Kolom 1;	"wynkelner"—sien Kolom 1;
"jaar" beteken 'n ononderbroke tydperk van 365 dae.	"jaar"—sien Kolom 1.	"jaar"—sien Kolom 1.

3. DEFINITIONS

(1) **Job categories**

Note: Read with clause 4.—Wages.

Category	Restaurants	One- and two-star hotels	Three-, four- and five-star hotels
1	Restaurant and kitchen assistant barhand Watchman/Night-watchman Gardener	Lift attendant	Chambermaid/Houseman (two months' induction, then to Category 2)
2	Stillroom worker/Salad maker	Barhand Chambermaid Driver Gardener Kitchen assistant Porter Trainee porter (five months at 75 % of qualified rate) Watchman	Kitchen assistant/Dishwasher Barhand Chambermaid/Houseman Cleaner Laundry/Linen room/Seamstress Gardener General service employee Watchman Luggage porter Banquetting houseman/Porter
3	Cook Driver Griller Handyman Security officer Waiter Wine steward	Cook Trainee cook(three one-year periods at— first year—70% of qualified rate second year—80% of qualified rate third year—90% of qualified rate) Waiter/Wine steward Trainee waiter/Wine steward (five months at 75% of qualified rate) Night porter Night-watchman Handyman	Hotel trainee Stillroom worker/Counterhand Driver (vehicle less than 450 kg) Car park attendant Waiter/Wine steward ('Mini Bar') Controller/Room service waiter Trainee waiter, etc. (five months at 75% of qualified rate) Porter Trainee porter (five months at 75% of qualified rate) Night porter Night-watchman Linen keeper/Laundry superviser Assistant housekeeper

Category	Restaurants	One- and two-star hotels	Three-, four- and five-star hotels
4	Head waiter Chef/Head cook Clerical employee Receptionist/Cashier Storeman	Telephone operator Clerical employee/Receptionist/Cashier Trainee clerical employee (12 months at 75% of qualified rate) Head cook/Chef Security officer Storeman	Storeman Florist Head waiter/Head wine steward Head porter Cook Trainee cook (three one-year periods at— first year—70% of qualified rate second year—80% of qualified rate third year—90% of qualified rate) Handyman Driver (vehicle more than 450 kg) Switchboard (excluding reception and cashier work) Unqualified receptionist (six months) Security officer
5	Barman	Barman Trainee barman (five months at 75% of qualified rate) Housekeeper Head barman	Night auditor Chef de Partie/Chef/Head cook/Baker Pastry chef Clerical employee Housekeeper Receptionist/Secretary Barman Trainee barman (five months at 75% of qualified rate)
6	Assistant manager	Assistant manager Departmental manager	Head barman
7	Manager Trainee restaurant manager: First year at 60% of qualified rate Second year at 75% of qualified rate Third year at 80% of qualified rate	Manager	Manager Assistant manager Departmental manager Executive housekeeper Restaurant manager

(1) *(bis)* DEFINITIONS

Column 1 (Restaurants)	Column 2 (one- and two-star hotels)	Column 3 (three-, four- and five-star hotels)
"assistant manager" means an employee who assists the manager in the performance of his duties and who may act for him in his absence;	"assistant manager"—see Column 1;	"assistant manager"—see Column 1;
		"assistant housekeeper" means an employee who reports to and is engaged in assisting the housekeeper in performing her duties;
"barhand" means an employee engaged in a bar or off-sales department, in washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment, stacking and/or removing bottles or other containers, delivering liquor to customers for consumption off the premises;	"barhand" means an employee engaged in a bar or off-sales department in washing glasses, sweeping and/or cleaning floors, counters, shelves, furniture or other equipment, stacking, packing, carrying, sorting and/or removing bottles or other containers, pushing or pulling any manually propelled vehicle, delivering liquor to customers for consumption off the premises, delivering goods, other than liquor on foot or by means of a bicycle, tricycle or any manually propelled vehicle and who may serve light refreshments, including bar meals, but excluding service in the dining area;	"barhand"—see Column 1;
		"banquetting houseman/porter" means an employee engaged in the placing of tables, chairs and the setting up of the banquetting room in terms of the table plan, including the vacuuming of the room prior and subsequent to the holding of the banquet, as well as the cleaning and moving of glassware, cutlery and crockery;
"barman" means an employee, other than a wine steward, engaged in the sale of liquor over the counter or from the bar in an establishment and who may supervise any employee working in the bar;	"barman"—see Column 1;	"barman"—see Column 1;
	"barman, qualified," means a barman who has had not less than five months experience;	"barman, qualified,"—see Column 2;
	"barman, unqualified," means a barman who has had less than five months experience;	"barman, unqualified."—see Column 2;
	"cashier" means an employee engaged in receiving money and issuing receipts in any part of the establishment, who may be engaged in the sale of liquor only in sealed containers, which liquor is served for quests requiring room service, from that part of the licensed establishment to which, by virtue of the conditions of the employer's liquor licence or by the direction of the employer the public has no right of access, access, who may do clerical work, and who may be engaged in writing, typing or any other form of clerical work and who may receive money for payment of accounts and who is permitted to conduct sales of liquor at the check-out point;	"cashier"—see Column 2;
"casual employee" means an employee who is employed by the same employer on not more than three days in any week;	"casual employee"—see Column 1;	"casual employee"—see Column 1;
	"chambermaid" means an employee engaged in making beds, tending to linen, blankets and flowers, packing and unpacking guests' luggage and cleaning, washing, ironing and pressing guests' clothes and insweeping floors and cleaning furniture in public areas and bedrooms, and shall include "houseman";	"chambermaid"—see Column 2;

Column 1 (Restaurants)	Column 2 (one- and two-star hotels)	Column 3 (three-, four- and five-star hotels)
"chef" or "head cook" means an employee who is placed in charge of and supervises one or more qualified cooks and who is responsible for the efficient performance of their duties by all the employees employed in the kitchen;	"chef" or "head cook"—see Column 1;	"chef" or "head cook" means an employee who is placed in charge of and supervises one or more qualified cooks and who is responsible for the efficient performance of their duties by all the employees employed in the kitchen, and shall include "Chef de Partie" who may also be responsible for a specific department of the kitchen;
	"check-out point" means that point in the off-sales department where the cashier is situated and where the goods selected by a customer are checked and paid for;	"check out point"—see Column 2;
"clerical employee" means an employee, who is engaged in writing, typing or any other form of clerical work, and includes a storeman, despatch clerk, telephone operator, cashier and an employee who performs the work of a receptionist;	"clerical employee"—see Column 1;	"clerical employee" means an employee who is engaged in writing or any other form of clerical work and includes a storeman, despatch clerk, telephone operator, cashier and an employee who performs the work of a receptionist or a secretary;
	"clerical employee, qualified," means a clerical employee who has had no less than 12 months' experience;	"clerical employee, qualified,"—see Column 2;
	"clerical employee, unqualified," means a clerical employee who has had less than 12 months' experience ;	"clerical employee, unqualified,"—see Column 2;
"cook" means an employee engaged in the preparation and/or cooking of food and in baking and confectionery: Provided that where an employee performs only such work as is specified in the definition of "waiter" he shall not be deemed to be a cook;	"cook" means an employee engaged in the preparation and/or cooking of food and in baking and confectionery and shall be required to ensure cleanliness of his equipment: Provided that where an employee performs only such work as is specified in the definition of "waiter" he shall not be deemed to be a cook;	"cook"—see Column 1;
	"cook, qualified," means a cook who has had not less than three years' experience;	"cook, qualified,"—see Column 2;
	"cook, unqualified," means a cook who has had less than three years' experience;	"cook, unqualified,"—see Column 2;
"Council" means the Industrial Council for the Liquor and Catering Trade, Cape, deemed to be registered in terms of section 19 of the Act;	"Council"—see Column 1;	"Council"—see Column 1;
"day" means any period of 24 hours beginning and ending at 24:00, except that a "day" in respect of nightworkers shall mean any period of 24 hours beginning and ending at 12:00;	"day"—see Column 1;	"day"—see Column 1;
	"departmental manager" means a person who is in sole charge of a specific department of the establishment and who shall be regarded as an assistant manager;	"departmental manager"—see Column 2;
"emergency work" means any work which owing to unforeseen circumstances, such as storms, fire, accident, act of violence, epidemic illness, absenteeism or theft and which is necessary for the maintenance of essential service must be done without delay;	"emergency work"—see Column 1;	"emergency work"—see Column 1;
"establishment" means any premises in respect of which there is held for the sale of liquor therein, thereon or therefrom one or more of the licences specified in the definition "Liquor and Catering Trade", and in or in connection with which one or more employees are wholly or partially associated in the Liquor Trade;	"establishment"—see Column 1;	"establishment"—see Column 1;

Column 1 (Restaurants)	Column 2 (one- and two-star hotels)	Column 3 (three-, four- and five-star hotels)
	"experience" means, in relation to those employees in respect of whom a rising scale of wages is prescribed in clause 4, the total period/periods of employment which an employee has had in the particular occupation in which he is employed in the Liquor and Catering Trade: Provided that all experience as a page shall be deemed to be experience as porter;	
		"executive housekeeper" means an employee who forms part of the senior management team, who is responsible for the budgeting, planning, administration, supervision and running of the entire department;
		"florist" means an employee engaged in purchasing and attending to the decorative, floral and horticultural requirements of an establishment;
"gardener" means an employee engaged in gardening and related activities;	"gardener"—see Column 1;	"gardener"—see Column 1;
		"general service employee" means an employee who is engaged in any one or more of the following capacities: (a) making beds; (b) tending to linen, blankets and flowers; (c) packing and unpacking guests' luggage and cleaning, ironing and pressing guests' clothes; (d) attending to billiard tables and who may receive payment for any games played on the tables; (e) serving light refreshments, including bar luncheons; (f) carrying foodstuffs, utensils or other articles; (g) cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish, poultry or other articles, sweeping floors and dusting and/or cleaning counters, shelves, furniture or other equipment in a bar or off-sales department; (h) making or maintaining fires and/or removing refuse; (i) plucking poultry, peeling and/or cutting up fruit or vegetables; making tea, coffee or similar beverages; (j) tending animals or poultry; (k) gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering, clipping hedges); (l) packing and sorting bottles or other articles; (m) pushing or pulling any manually propelled vehicle; (n) guarding premises, luggage or other articles, other than guarding premises buildings, gates or other property by night; (o) delivering goods, other than liquor, on foot or by means of a bicycle, tricycle or any manually propelled vehicle;

Column 1 (Restaurants)	Column 2 (one- and two-star hotels)	Column 3 (three-, four- and five-star hotels)
		(p) assisting the cook, under the supervision of a chef or head cook or a qualified cook, by attending to foodstuffs in the process of cooking, and/or cooking or cooking meat or other foodstuffs intended for consumption by the employees of an establishment. (For the purposes of this definition, the expression "carrying foodstuffs, utensils or other articles" does not include carrying meals or refreshments to guests, other than early morning tea, coffee, cocoa or similar beverages and hot water);
"griller" means an employee who performs the duties of a cook, but is primarily engaged in grilling food;		
"guest" means any person who resides either permanently or temporarily in an establishment and includes a visitor or customer but does not include the employer or any member of his family or any person in the establishment;	"guest"—see Column 1;	"guest"—see Column 1;
"handyman" means an employee who is engaged in making repairs to furniture, plant or other equipment and who may effect minor repairs or renovations to buildings;	"handyman"—see Column 1;	"handyman"—see Column 1;
	"head barman" means an employee who is placed in charge of and supervises one or more other barmen and who is responsible for the efficient performance of thier duties by such barmen and any other employee employed in or in connection with the bar/bars under his control;	"head barman"—see Column 2;
		"head porter" means an employee who is placed in charge of and supervises one or more porters and who is responsible for the efficient performance by them of thier duties; "head waiter" means an employee who is placed in charge of and supervises waiters and who is responsible for the efficient performance by them of their duties; "hotel trainee" means an employee who, for a period of three years is engaged in various departments of an establishment for managerial training, and whose employement as a trainee in a particular establishment has the approval of the Council;
	"hotel trainee experience" shall include any experience gained at a school under the auspices of the Hotel Board;	"hotel trainee experience"—see Column 2;
	"houskeeper" means an employee who is engaged in supervising the kitchens and/or bedrooms, and the staff in these departments, and who may supervise stores;	"housekeeper"—see Column 2;
"kitchen assistant" means an employee engaged in one or more of the following activities: Washing up and drying crockery, cutlery, glassware and kitchen utensils; carrying, cleaning, sweeping, mopping, dusting and polishing; washing, peeling, cutting and portioning food; making tea, coffee, other beverages, including the preparation of sandwiches and sweets (including the baking thereof) under the supervision of the cook in the process of cooking or other duties; dispensing from behind the counter (other than a bar counter) to waiters and wine stewards all food and beverages, including wine and malt, but excluding spirits, cleaning, washing and ironing laundry;	"kitchen assistant" means an employee engaged in carrying foodstuffs, utensils or other articles; cleaning utensils, furniture, premises, vehicles, footwear, vegetables, fish, poultry or other articles; sweeping floors and dusting and/or cleaning counters, shelves, furniture or other equipment, other than in a bar or off-sales department; making or maintaining fires and/or removing refuse; peeling and/or cutting up fruit or vegetables and making tea, coffee or beverages; assisting the cook, under the supervision of a chef or head cook or a qualified cook by attending to foodstuffs in the process of cooking and/or cooking meat or other foodstuffs also intended for consumption by the employees of an establishment which shall include the preperation and making of salads and sandwiches;	"kitchen assistant"—see Column 2;

Column 1 (Restaurants)	Column 2 (one- and two-star hotels)	Column 3 (three-, four- and five-star hotels)
		"laundry supervisor" means an employee who is placed in charge of and who supervises laundry workers and is responsible for the efficient performance by them of their duties;
		"laundry worker" means an employee who is engaged in cleaning, washing, ironing and pressing guests' clothes, hotel linen and uniforms;
	"lift attendant" means an employee engaged in operating a goods or passenger lift;	"lift attendant"—see Column 2;
		"linen room assistan" means an employee who is responsible for collecting, sewing, delivering and receiving items of hotel linen, uniforms and guests' laundry;
"Liquor and Catering Trade" means the Trade carried on by employers and employees when conducting, whether temporarily or permanently, a business where the sale of liquor is carried on and in connection with which one or more of the following licences, issued under the provisions of the Liquor Act, 1977, are required to be held; Restaurant liquor licence; hotel liquor licence; bar licence; wine and malt liquor licence; theatre or sportsground liquor licence; temporary liquor licence; late hours occasional licence; holders of authority issued in terms of section 23;	"Liquor and Catering Trade"—see Column 1;	"Liquor and Catering Trade"—see Column 1;
		"luggage porter" means an employee engaged in meeting guests on the arrival of trains or other conveyances accompanying guests and conveying their luggage; receiving, delivering and attending to messages and answering bells;
"manager" means an employee who is in charge of an establishment and of the employees in such establishment; and who is responsible for the efficient performance by them of their duties;	"manager"—see Column 1;	"manager"—see Column 1;
"motor vehicle" means a vehicle selfpropelled by power (excluding two-wheeled vehicles) used for the conveyance of hotel guests and/or luggage to and from an establishment and for the conveyance, haulage or delivery of goods used in connection with the Liquor and Catering Trade, and for the delivery of liquor to customers;	"motor vehicle"—see Column 1;	"motor vehicle"—see Column 1;
"motor vehicle driver" or "driver of motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;	"motor vehicle driver" or "driver of a motor vehicle" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition, "driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the motor vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive; who may also perform the duties of a porter;	"motor vehicle driver" or "driver of a motor vehicle"—see Column 2;

Column 1 (Restaurants)	Column 2 (one- and two-star hotels)	Column 3 (three-, four- and five-star hotels)
	"night porter" means a porter the greater portion of whose duty falls between 19:00 and 07:00;	"night porter"—see Column 2;
	"night porter, qualified," means a night porter who has had not less than five months' experience;	"night porter, qualified"—see Column 2;
	"night porter, unqualified," means a night porter who has had less than five months' experience;	"night porter, unqualified"—see Column 2;
"night watchman," means an employee engaged in guarding premises, buildings, gates or other property and admitting residents by night;	"night-watchman," means an employee engaged in guarding premises, buildings, gates or other property, admitting residents by night and who may be required to perform cleaning duties and the greater portion of whose duty falls between 22:00 and 07:00;	"night watchman"—see Column 1;
"part-time employee," means an employee whose contract of employment provides for his being employed for a continuous period of six days or more and for not less than two or more than four hours in the aggregate in any day;	"part-time employee"—see Column 1;	"part-time employee"—see Column 1;
	"porter," means an employee engaged in meeting guests on the arrival of trains and other conveyances, conveying guests and their luggage, receiving, delivering and attending to messages, answering bells and telephones, serving refreshments to and attending to the requirements of guests, and who may operate a telephone switchboard;	"porter"—see Column 2;
	"porter qualified," means a porter who has had not less than five months' experience;	"porter, qualified"—see Column 2;
	"porter, unqualified," means a porter who has had less than five months' experience	"porter, unqualified"—see Column 2;
"receptionist/cashier," means an employee who receives patrons, attends to and keep lists of bookings, operates a telephone, makes out accounts, receives money and issue receipts at reception or any other point of sale other than the bar;	"receptionist/cashier," means a clerical employee who receives guests, attends to and keeps lists of bookings, makes out accounts, receives money and issues receipts and who may do the work of a cashier;	"receptionist/cashier"—see Column 2;
	"receptionist, qualified," means a receptionist who has had not less than 12 months' experienced;	"receptionist, qualified"—see Column 2;
	"receptionist, unqualified," means a receptionist who has had less than 12 months' experience;	"receptionist, unqualified"—see Column 2;
"restaurant assistant," means an employee engaged in one or more of the following activities: Carrying, cleaning, sweeping, mopping, dusting and polishing, and setting and clearing tables; removing bottles, crockery, cutlery and glassware from public areas;		
		"restaurant manager," means an employee who is in charge of a restaurant in a hotel in which at least one head waiter is employed and who is responsible for the efficient performance of their duties by the employees employed in such restaurant;
		"seamstress," means an employee who makes up and/or repairs items of hotel linen and uniforms;
		"secretary"—see "clerical employee";

Column 1 (Restaurants)	Column 2 (one- and two-star hotels)	Column 3 (three-, four- and five-star hotels)
"security officer," means an employee who supervises clocking machines and attendance registers, scrutinises parcels and who performs any security work, excluding the duties of a general service employee, as directed by the employer, and who is permitted to do clerical work;	"security officer"—see Column 1;	"security officer"—see Column 1;
"spreadover," means the period calculated from the time and employee first commences work on any day until he/she finishes work for that day;	"spreadover"—see Column 1;	"spreadover"—see Column 1;
"stillroom worker/salad maker," means an employee who is engaged in any one of the following activities: Making or preparing salads light snacks and sandwiches, hot and cold beverages and the handling of prepared foods and the heating thereof;		"stillroom worker salad maker"—see Column 1;
"storeman," means an employee who is in charge of stores and who is responsible for receiving, storing, packing or unpacking goods in a store and for delivering goods from a store to departments or for despatch;		"storeman"—see Column 1;
	"telephone operator" means an employee who operates a telephone switchboard, and who may do clerical work;	"telephone operator"—see Column 2;
"wage" means the amount of money payable to an employee in terms of clause 4 (1) of this Agreement in respect of his ordinary hours of work as prescribed in clause 6: Provided that, if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than prescribed in clause 4 (1), it means such higher amount;	"wage"—see Column 1;	"wage"—see Column 1;
"waiter" means an employee who welcomes guests; seats them; presents them with menus and wine lists and explains the contents of the menu; takes orders; serves meals, beverages and other items; sets and clears tables; makes tea, coffee, speciality coffees, and other beverages; cuts bread and sandwiches; prepares salads; accepts payment from guests; and includes the duties of a wine steward;	"waiter" means an employee who sets or clears the tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals, or refreshments supplied, and includes the duties of a wine steward;	"waiter" means an employee who sets or clears tables, serves or carries meals or refreshments to guests and who may cut sandwiches, prepare salads and accept payment from guests for goods, meals or refreshments supplied, and includes the duties of a wine steward; and shall also include a mini bar controller/room service waiter who is responsible for stocking, controlling and keeping clean of all glassware and beverages in guests' rooms;
	"waiter, qualified," means a waiter who has had not less than five months' experience;	"waiter, qualified,"—see Column 2;
	"waiter, unqualified," means a waiter who has had less than five months' experience;	"waiter, unqualified,"—see Column 2;
"watchman" means an employee engaged in guarding premises, luggage or other articles, other than guarding premises building or gates or other property by night;	"watchman"—see Column 1;	"watchman"—see Column 1;
"week" means a continuous period of seven days;	"week"—see Column 1;	"week"—see Column 1;
"wine steward" means an employee engaged in presenting wine lists and explaining the contents thereof; taking orders for and serving liquor and light refreshments to guests; dispensing and pouring liquor and other beverages but not from behind a counter; accepting payment from patrons;	"wine steward"—see Column 1;	"wine steward"—see Column 1;
"year" means a continuous period of 365 days.	"year"—see Column 1.	"year"—see Column 1.

4. LONE

Opmerking: Lees saam met klousule 3—Werkkategorie.

(1) in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg:

(a) Gedurende die eerste ses maande van hierdie Ooreenkoms:

Kategorie	Restourante		Een- en tweester-hotelle		Driester-hotelle		Vierster-hotelle		Vyfster-hotelle	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R	R	R
1	87,69	380,00	87,69	380,00	92,31	400,00	110,77	480,00	117,69	510,00
2	92,31	400,00	87,69	380,00	96,92	420,00	113,08	490,00	120,00	520,00
3	94,62	410,00	94,62	410,00	101,54	440,00	117,69	510,00	124,62	540,00
4	120,00	520,00	124,62	540,00	124,62	540,00	154,62	670,00	159,23	690,00
5	155,77	675,00	160,39	695,00	161,54	700,00	163,85	710,00	173,08	750,00
6	167,31	725,00	178,85	775,00	178,85	775,00	186,92	810,00	193,85	840,00
7	207,69	900,00	207,69	900,00	219,23	950,00	219,23	950,00	230,77	1 000,00

(b) Daarna:

Kategorie	Restourante		Een- en tweester-hotelle		Driester-hotelle		Vierster-hotelle		Vyfster-hotelle	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R	R	R
1	87,69	380,00	87,69	380,00	96,92	420,00	115,39	500,00	121,15	525,00
2	92,31	400,00	90,00	390,00	101,54	440,00	120,00	520,00	126,92	550,00
3	99,23	430,00	103,85	450,00	103,85	450,00	122,31	530,00	132,69	575,00
4	120,00	520,00	124,62	540,00	126,92	550,00	154,62	670,00	159,23	690,00
5	155,77	675,00	160,39	695,00	161,54	700,00	163,85	710,00	173,08	750,00
6	167,31	725,00	178,85	775,00	184,62	800,00	189,23	820,00	193,85	840,00
7	207,69	900,00	207,69	900,00	219,23	950,00	219,23	950,00	230,77	1 000

Wyn- en bier-lisensie
Kantienlisensie
Teater- of sportgronde-dranklisensie } Dieselfde kategorie as Restourante.

Houers van magtiging uitgereik ingevolge artikel 23—Dieselfde kategorie as een- en tweester-hotelle.

(1) *(bis):* In die landdrosdistrikte Somerset-Wes en Strand

(a) Gedurende die eerste ses maande van hierdie Ooreenkoms:

Kategorie	Restourante		Een- en tweester-hotelle		Driester-hotelle		Vierster-hotelle		Vyfster-hotelle	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R	R	R
1	77,17	334,40	77,17	334,40	81,23	352,00	97,48	422,40	103,57	448,80
2	81,23	352,00	77,17	334,40	85,29	369,60	99,51	431,20	105,60	457,60
3	83,26	360,80	83,26	360,80	89,35	387,20	103,57	448,80	109,66	475,20
4	105,60	457,60	109,66	475,20	09,66	475,20	136,06	589,60	140,12	607,20
5	137,08	594,00	141,14	611,60	142,15	616,00	144,19	624,80	152,31	660,00
6	147,23	638,00	157,38	682,00	157,39	682,00	164,49	712,80	170,59	739,20
7	182,77	792,00	182,77	792,00	192,92	836,00	192,92	836,00	203,08	880,00

(b) Daarna:

Kategorie	Restourante		Een- en tweester-hotelle		Driester-hotelle		Vierster-hotelle		Vyfster-hotelle	
	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand	Per week	Per maand
	R	R	R	R	R	R	R	R	R	R
1	77,17	334,40	77,17	334,40	85,29	369,60	101,54	440,00	106,62	462,00
2	81,23	352,00	79,20	343,20	89,35	387,20	105,60	457,60	111,69	484,00
3	87,32	378,40	91,39	396,00	91,38	396,00	107,63	466,40	116,77	506,00
4	105,60	457,60	109,66	475,20	111,69	484,00	136,06	589,60	140,12	607,20
5	137,08	594,00	141,14	611,60	142,15	616,00	144,19	624,80	152,31	660,00
6	147,23	638,00	157,38	682,00	162,46	704,00	166,52	721,60	170,59	739,20
7	182,77	792,00	182,77	792,00	192,92	836,00	192,92	836,00	203,08	880,00

Bostaande lone verteenwoordig 'n skaal wat 12% laer is as die van Kaapstad.

Dit sal geldig bly vir die eerste 12 maande van hierdie Ooreenkoms.

Die volgende 12 maande sal die lone op 'n skaal wees wat 6% laer is as die van Kaapstad.

Daarna sal hierdie loonskaal dieselfde wees as dié van Kaapstad.

4. WAGES

Note: Read with clause 3—Job categories.

(1) In the Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg:

(a) For the first six months of operation of this Agreement:

Category	Restaurants		One- and two-star hotels		Three-star hotels		Four-star hotels		Five-star hotels	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R	R	R
1	87,69	380,00	87,69	380,00	92,31	400,00	110,77	480,00	117,69	510,00
2	92,31	400,00	87,69	380,00	96,92	420,00	113,08	490,00	120,00	520,00
3	94,62	410,00	94,62	410,00	101,54	440,00	117,69	510,00	124,62	540,00
4	120,00	520,00	124,62	540,00	124,62	540,00	154,62	670,00	159,23	690,00
5	155,77	675,00	160,39	695,00	161,54	700,00	163,85	710,00	173,08	750,00
6	167,31	725,00	178,85	775,00	178,85	775,00	186,92	810,00	193,85	840,00
7	207,69	900,00	207,69	900,00	219,23	950,00	219,23	950,00	230,77	1 000,00

(b) Thereafter:

Category	Restaurants		One- and two-star hotels		Three-star hotels		Four-star hotels		Five-star hotels	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R	R	R
1	87,69	380,00	87,69	380,00	96,92	420,00	115,39	500,00	121,15	525,00
2	92,31	400,00	90,00	390,00	101,54	440,00	120,00	520,00	126,92	550,00
3	99,23	430,00	103,85	450,00	103,85	450,00	122,31	530,00	132,69	575,00
4	120,00	520,00	124,62	540,00	126,92	550,00	154,62	670,00	159,23	690,00
5	155,77	675,00	160,39	695,00	161,54	700,00	163,85	710,00	173,08	750,00
6	167,31	725,00	178,85	775,00	184,62	800,00	189,23	820,00	193,85	840,00
7	207,69	900,00	207,69	900,00	219,23	950,00	219,23	950,00	230,77	1 000

Wine and malt licence
Bar licence
Theatre and Sportsground licence
} Same category as Restaurants.

Holders of authority in terms of section 23—Same as one- and two-star hotel category.

(1) *(bis)*: In the Magisterial Districts of Somerset West and Strand:

(a) For the first six months of operation of this Agreement:

Category	Restaurants		One- and two-star hotels		Three-star hotels		Four-star hotels		Five-star hotels	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R	R	R
1	77,17	334,40	77,17	334,40	81,23	352,00	97,48	422,40	103,57	448,80
2	81,23	352,00	77,17	334,40	85,29	369,60	99,51	431,20	105,60	457,60
3	83,26	360,80	83,26	360,80	89,35	387,20	103,57	448,80	109,66	475,20
4	105,60	457,60	109,66	475,20	09,66	475,20	136,06	589,60	140,12	607,20
5	137,08	594,00	141,14	611,60	142,15	616,00	144,19	624,80	152,31	660,00
6	147,23	638,00	157,38	682,00	157,39	682,00	164,49	712,80	170,59	739,20
7	182,77	792,00	182,77	792,00	192,92	836,00	192,92	836,00	203,08	880,00

(b) Thereafter:

Category	Restaurants		One- and two-star hotels		Three-star hotels		Four-star hotels		Five-star hotels	
	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month	Per week	Per month
	R	R	R	R	R	R	R	R	R	R
1	77,17	334,40	77,17	334,40	85,29	369,60	101,54	440,00	106,62	462,00
2	81,23	352,00	79,20	343,20	89,35	387,20	105,60	457,60	111,69	484,00
3	87,32	378,40	91,39	396,00	91,38	396,00	107,63	466,40	116,77	506,00
4	105,60	457,60	109,66	475,20	111,69	484,00	136,06	589,60	140,12	607,20
5	137,08	594,00	141,14	611,60	142,15	616,00	144,19	624,80	152,31	660,00
6	147,23	638,00	157,38	682,00	162,46	704,00	166,52	721,60	170,59	739,20
7	182,77	792,00	182,77	792,00	192,92	836,00	192,92	836,00	203,08	880,00

The above wages represent a 12% lower rate than that for Cape Town.

This will remain in force for the first 12 months of this Agreement.

The following 12 months these wages will be at a rate 6% lower than that for Cape Town.

Thereafter these wage rates will be the same as the wage rate for Cape Town.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule en behoudens klousule 15, is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, weekliks en, behoudens subklousule (3) en klousule 5 (6), moet aan 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, hetsy hy gedurende dié week die maksimum getal gewone ure in klousule 6 (1) voorgeskryf, of minder, gewerk het.

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

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

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

in subklousule (i) (a) voorgeskryf word, moet dié werknemer ten opsigte van die hele dag waarop hy dié werk verrig dieselfde loon betaal as wat voorgeskryf word vir sodanige hoër klas werknemer, of vir 'n gekwalifiseerde werknemer wat dié klas werk doen, na gelang van die geval: Met dien verstande dat as daar van 'n werknemer vereis word om hoogstens een dag in 'n week die plek van 'n ander werknemer in te neem gedurende laasgenoemde se diensvry tydperk in klousule 6 (3) bedoel, hierdie subklousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer die loon wat aan 'n werknemer verskuldig is, ingevolge klousule 5 (1) maandeliks betaal word, moet die bedrag van dié loon bereken word teen die skaal van vier en 'n derde maal die loon wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(5) *Vervoertoelae.*—Tensy die werkgewer vervoer kosteloos verskaf, moet aan 'n los werknemer, benewens die loon wat in klousule 4 (1) voorgeskryf word, sy spoor- of busgeld van sy woonplek na sy werkplek en terug betaal word.

(6) *Kleretoelae.*—As 'n werkgewer van 'n los werknemer vereis om 'n aandpak of 'n baadjie te dra, moet hy (tensy dié kledingstukke deur die werkgewer verskaf word) die werknemer ten opsigte van elke sodanige geleentheid en benewens die loon wat in klousule 4 (1) voorgeskryf word, 'n bedrag van minstens R2 vir 'n aandpak en R1 vir 'n baadjie betaal.

(7) *Etes of toelaes vir etes.*—As 'n los werknemer gedurende die etensuur van 'n bedryfsinrigting diens doen, moet sy werkgewer hom van 'n ete voorsien of hom, benewens die loon wat in klousule 4 (1) voorgeskryf word, 'n bedrag van minstens 30c betaal. Indien 'n bedryfsinrigting nie etes aan sy werknemers verskaf nie, moet 'n bedrag van 60c in plaas daarvan aan so 'n los werknemer betaal word.

(8) (a) *Bonus.*—'n Werkgewer moet aan 'n werknemer wat vir 'n ononderbroke tydperk van een kalenderjaar voor 1 Desember in enige jaar by hom in diens was, minstens een week se loon betaal waarvan minstens die helfte voor 15 Desember betaal moet word en die ander helfte teen 5 Januarie van die volgende jaar: Met dien verstande dat waar 'n werknemer nie vir 'n ononderborke tydperk van een kalenderjaar by dieselfde werkgewer in diens was nie, die werknemer 'n *pro-rata*-gedeelte van dié week se loon moet ontvang mits hy 'n minimum tydperk van drie maande aaneen by dieselfde werkgewer in diens was: Voorts met dien verstande dat werknemers in die kategorieë eenster- tot vyfster-hotelle twee weke se lone betaal moet word waar sulke werknemers vir 'n ononderbroke tydperk van twee kalenderjare by dieselfde werkgewer in diens was, of waar 'n werknemer nie vir 'n ondonderbroke tydperk van twee volle kalenderjare by dieselfde werkgewer in bogenoemde tipe bedryfinrigtings in diens was nie, die werknemr 'n *pro rata*-gedeelte van die twee weke se loon moet ontvang.

(b) Vir die toepassing van hierdie klousule omvat die uitdrukking "dieselfde werkgewer" ingeval die besigheid verkoop word, ook die koper daarvan.

5. BETALING VAN BESOLDINGING

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens klousule 7 (3), moet 'n bedrag aan 'n werknemer verskuldig weekliks, of as 'n werkgewer en die werknemer aldus ooreengekom het, maandeliks in kontant betaal word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting, maar nie later as 72 uur na die einde van die normale loonweek van daardie bedryfsinrigting nie, of by diensbeëindiging indien dit voor die gewone betaaldag plaasvind, en dit moet in 'n koevert wees waarop die naam van die werkgewer en van die werknemer, die werknemer se beroep, die getal gewone ure en oortydure gewerk, die verskuldigde besoldiging en die tydperk waarvoor die besoldiging betaal word, vermeld word.

(2) *Basis of contract.*—For the purposes of this clause and subject to the provisions of clause 15, the basis of contract of employment of an employee, other than a casual employee, shall be weekly and, save as provided in subclause (3) and clause 5 (6), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less.

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

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

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

is prescribed in subclause 1 (a), shall pay such employee in respect of the whole day on which the employee performs such work, the same rate of wage prescribed for such higher class of employee, or for a qualified employee doing that class of work, as the case may be: Provided that where an employee is required for not more than one day in any week to take the place of any other employee during the latter's free period referred to in clause 6 (3), the provisions of this subclause shall not apply.

(4) *Calculation of monthly wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and a third times the wage prescribed in subclause (1) for an employee of his class.

(5) *Transport allowance.*—A casual employee shall, unless transport is provided by the employer free of charge, in addition to the wage prescribed in clause 4 (1), be paid his railway or bus fare from his residence to his place of employment and back.

(6) *Dress allowance.*—Whenever a casual employee is required by his employer to wear evening dress or a jacket (unless such garments are provided by the employer) he shall in respect of each such occasion and in addition to the wage prescribed in clause 4 (1) be paid an amount of not less than R2 in respect of an evening dress and R1 in respect of a jacket.

(7) *Meals or meal allowance.*—Where a casual employee is on duty during the meal time of an establishment, his employer shall provide him with a meal or shall pay him, in addition to the wage prescribed in clause 4 (1), an amount of not less than 30c. Where an establishment does not supply meals to its employees, an amount of 60c shall be paid to such casual employee in lieu thereof.

(8) (a) *Bonus.*—An employer shall pay his employee who has been employed by him for a continuous period of one calendar year prior to 1 December not less than one week's wages' at least half of which shall be paid by 15 December and the other half by 5 January of the following year: Provided that where an employee has not been employed by the same employer for a continuous period of one calendar year, such employee shall receive a *pro rata* part of such week's wages subject to a minimum continuous period of three months' employment with the same employer: Provided further, that for the categories one-star to five-star hotels employees shall be granted two weeks' wages where such employee has completed two calendar years' service with the same employer or a *pro rata* share of such two weeks' wages where two full calendar years' service have not been completed by employees in the above specified type of establishments.

(b) For the purposes of this clause, the expression "the same employer" shall include, in the case of the sale of the business, the purchaser thereof.

5. PAYMENT OF REMUNERATION

(1) *Employees, other than casual employees.*—Save as provided in clause 7 (3), any amount due to an employee shall be paid in cash weekly, or if the employer and the employee have agreed thereto, monthly, during the hours of work on the usual pay-day of the establishment but not later than 72 hours after the end of the normal wage week of the establishment, or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope showing thereon the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Los werknemers.*—'n Werkgewer moet die besoldiging wat aan sy los werknemer verskuldig is in kontant betaal, in die geval van net een tydperk van los diens, by beëindiging van sodanige los diens, en in die geval van meer as een tydperk van los diens, aan die einde van die loonweek waartydens die los diens verrig word.

(3) *Premies.*—Geen geld mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word vir werkverskaffing aan of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe die werkgewer regtens moet bydra nie.

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

(5) *Kos en inwoning.*—Behoudens die Swartes (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om van hom kos en/of inwoning aan te neem of by 'n persoon of op 'n plek deur hom aangewys kos en/of inwoning aan te neem nie.

(6) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê of bedrae van sy werknemer se besoldiging aftrek nie, uitgesonderd die volgende:

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siekte, versekerings- of pensioenfondse;

(b) 'n bedrag vir heffings ingevolge klousule 19 van hierdie Ooreenkoms en vir die Pensioenfonds;

(c) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van die werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat dié werknemer vir sy gewone werkure ten tyde daarvan ontvang het;

(d) die bedrag wat 'n werknemer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;

(e) as 'n werknemer, uitgesonderd 'n los werknemer, toestem of daar van hom vereis word om van sy werkgewer kos en/of inwoning aan te neem, 'n bedrag van hoogstens die volgende:

In die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg: (alle werknemers):

	Per week	*Per maand*
	R	R
Kos	8,08	35,00
Inwoning	3,46	15,00:

Met dien verstande dat alle ongekwalifiseerde werknemers geregtig is op gratis etes wat binne hul werkure val.

In die landdrosdistrikte Somerset-Wes en Strand, alle werknemers gedurende die eerste 12 maande van hierdie Ooreenkoms:

	Per week	*Per maand*
	R	R
Kos	7,11	30,80
Inwoning	3,04	13,20

Alle werknemers, gedurende die tweede 12 maande van hierdie Ooreenkoms:

	Per week	*Per maand*
	R	R
Kos	7,60	32,90
Inwoning	3,25	14,10

Alle werknemers, daarna:

	Per week	*Per maand*
	R	R
Kos	8,08	35,00
Inwoning	3,46	15,00

Met dien verstande dat alle ongekwalifiseerde werknemers geregtig is op gratis etes wat binne hul werkure val;

(f) as 'n kroegman wat nie onderworpe is aan paragraaf (e) nie, toestem om minder as drie etes per dag aan te neem, 'n bedrag van 30 sent vir elke ete wat verskaf word;

(g) 'n bedrag van ledegeld van die vakverenigings ingevolge klousule 25 van hierdie Ooreenkoms;

(2) *Casual employees.*—An employer shall pay the remuneration due to his casual employee in cash, in the case of only one period of casual employment, at the termination of such casual employment, and in the case of more than one period of casual employment, at the end of the wage week during which the casual employment is performed.

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

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

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

(6) *Fines and deductions.*—An employer shall not levy any fines against his employees nor shall he make any deductions from his employee's remuneration other than the following:

(a) With the written consent of the employee, a deduction for holiday, sick, insurance or pension funds;

(b) a deduction for levies in terms of clause 19 of this Agreement, and for the Pension Fund;

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

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

(e) where an employee (other than a casual employee) agrees to accept, or is required to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:

In the Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg, all employees:

	Per week	*Per month*
	R	R
Board	8,08	35,00
Lodging	3,46	15,00:

Provided that all unqualified employees shall be entitled to free meals which fall within their working hours.

In the Magisterial Districts of Somerset West and Strand, all employees, for the first 12 months of operation of this Agreement:

	Per week	*Per month*
	R	R
Board	7,11	30,80
Lodging	3,04	13,20

For all employees, for the second 12 months of operation of this Agreement:

	Per week	*Per month*
	R	R
Board	7,60	32,90
Lodging	3,25	14,10

For all employees thereafter:

	Per week	*Per month*
	R	R
Board	8,08	35,00
Lodging	3,46	15,00

Provided that all unqualified employees shall be entitled to free meals which fall within their working hours;

(f) where a barman who is not subject to the provisions of paragraph (e) agrees to accept less than three meals per day, a deduction of 30c for each meal supplied;

(g) a deduction for subscriptions to the trade unions in terms of clause 25 of this Agreement;

(h) met die skriftelike toestemming van die werknemer, die bedrag aan die werkgewer verskuldig vir goedere wat sy werknemer van of deur hom gekoop het: Met dien verstande dat sodanige aftrekkings onderworpe is aan subklousule (7);

(i) die bedrag van 'n lening van die werkgewer aan die werknemer: Met dien verstande dat sodanige aftrekkings onderworpe is aan subklousule (7).

(7) Die totale aftrekkings in paragrawe (h) en (i) bedoel, mag hoogstens 'n derde wees van die totale besoldiging aan so 'n werknemer verskuldig.

6. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

(1) (a) 'n Werkgewer in 'n restourant of een- en tweester-bedryfsinrigtings of 'n ekwivalente bedryfsinrigting soos in klousule 4(i)(b) voorgeskryf, mag nie vereis of toelaat dat 'n werknemer meer gewone ure as 51 uur in 'n week werk nie.

In 'n driester-bedryfsinrigting mag 'n werkgewer nie vereis of toelaat dat 'n werknemer meer gewone ure as 49 uur in 'n week werk nie, en in 'n vierster en vyfster-bedryfsinrigting mag 'n werkgewer nie vereis of toelaat dat 'n werknemer meer gewone ure as 48 in 'n week werk nie.

(b) Die gewone werkure van 'n los werknemer is hoogstens nege op 'n dag.

(2) *Etenspouses.*—Elke werknemer moet vir elke ete wat binne sy werkure val minstens 30 minute toegestaan word, en gedurende dié tyd mag hy nie toegelaat word om te werk nie, en geen werknemer mag langer as ses uur werk sonder 'n pouse van minstens 30 minute vir 'n ete nie; sodanige etenspouses moet in die werkdagindeling inbegrepe wees, maar moet nie deel uitmaak van die ure wat gewerk word nie.

(3) *Weeklikse diensvry tyd in bedryfsinrigtings met 'n werkweek van sewe dae.*—'n Werkgewer moet—

(a) aan elkeen van sy werknemers, uitgesonderd 'n sjef, hoofkok of kok, een diensvry periode van 24 agtereenvolgende ure van 24:00 tot 24:00 in elke week; òf

(b) aan sy sjef, hoofkok of kok, een diensvry periode van minstens 16 agtereenvolgende ure vanaf 14:30 in elke week;

toestaan waarin hy nie van sodanige werknemer mag vereis of hom mag toelaat om te werk nie: Met dien verstande dat as 'n werknemer se weeklikse rustydperk toegestaan word op enigeen van die openbare vakansiedae wat in klousule 9 van hierdie Ooreenkoms bedoel word, aan sodanige werknemer òf 'n addisionele dag vry gegee moet word òf aan hom een ekstra dag se loon in plaas daarvan betaal moet word: Voorts met dien verstande dat 'n werkgewer van 'n nagwag kan vereis om gedurende sy vry periode diens te verrig, en in so 'n geval moet hy sodanige werknemer, benewens sy weekloon en ander besoldiging aan hom verskuldig ingevolge hierdie Ooreenkoms, een derde van sy weekloon betaal ten opsigte van werk wat hy gedurende die vry periode verrig het.

(4) *Oortydwerk.*—Alle ure wat daar langer gewerk word as die gewone ure in subklousule (1) voorgeskryf, moet as oortyd gereken word.

(5) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om gedurende 'n week langer as nege uur oortydwerk te verrig nie.

(6) *Betaling vir oortydwerk.*—'n Werkgewer moet sy werknemer vir elke uur wat so 'n werknemer oortydwerk verrig, besoldig teen minstens een 'n half maal sy gewone loonskaal, en die uurloon moet bereken word deur die loonskaal wat betaal word, plus die helfte daarvan, te deel deur die getal ure wat 'n werknemer van sy klas toegelaat word om te werk, soos voorgeskryf in subklousule (1). Oortyd wat gewerk word, moet weekliks bereken word en 'n gedeelte van 'n uur wat gewerk is, moet as een uur gereken word.

(7) *Werkdagindeling.*—Alle werkure en etenspouses moet binne die volgende werkdagindeling voltooi word:

13 ure in restourante,

14 ure in een- en tweester-bedryfsinrigtings,

12 ure in drie-, vier- en vyfster-bedryfsinrigtings:

Met dien verstande dat indien 'n skof van agt uur of langer gewerk is 'n ruspouse van minstens agt uur toegestaan moet word en dat werknemers gedurende dié tyd nie toegelaat mag word om te werk nie.

(h) with the written consent of the employee, a deduction of any amount due to the employer for goods purchased from or through him by his employee: Provided that such deductions shall be subject to the provisions of subclause (7);

(i) a deduction of any loan made by the employer to an employee: Provided that such deductions shall be subject to the provisions of subclause (7).

(7) The total deductions referred to in paragraphs (h) and (i) shall not exceed one third of the total remuneration due to such employee.

6. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) (a) An employer in a restaurant or a one- and two-star establishment or an equivalent establishment as prescribed in clause 4(i)(b), shall not require or permit an employee to work more ordinary hours of work than 51 hours in any week.

In a three-star establishment an employer shall not require or permit an employee to work more ordinary hours of work than 49 hours in any week, and in a four-star and five-star establishment, an employer shall not require or permit an employee to work more ordinary hours of work than 48 hours in any week.

(b) The ordinary hours of work of a casual employee shall not exceed nine on any day.

(2) *Meal intervals.*—Every employee shall be granted not less than 30 minutes for each meal falling within his hours of work, during which time he shall not be allowed to work, and no employee shall work longer than six hours without an interval of at least 30 minutes for a meal; such meal intervals shall be included in the spreadover but shall not form part of the hours worked.

(3) *Weekly time off duty in seven-day establishments.*—An employer shall grant—

(a) to each of his employees, other than a chef, head cook or cook, either one free period of 24 consecutive hours from 24:00 to 24:00 in each week; or

(b) to his chef, head cook or cook one free period of not less than 16 consecutive hours from 14:30 in each week;

during which periods he shall not require or permit such employee to work: Provided that where an employee's weekly rest period is granted on any one of the public holidays referred to in clause 9 of this Agreement, such employee shall be given either an additional day off duty or be paid one extra day's wages in lieu thereof: Provided further that an employer may require a night-watchman to be on duty during his free period, in which event he shall pay such employee, in addition to his weekly wage and any other remuneration due to him in terms of the Agreement, one third of his weekly wage in respect of work performed during the free period.

(4) *Overtime.*—All hours worked in excess of the ordinary hours prescribed in subclause (1) shall be deemed to be overtime.

(5) *Limitation of overtime.*—An employer shall not require or permit his employee to work overtime for more than nine hours in any week.

(6) *Payment for overtime.*—An employer shall pay his employee in respect of each hour of overtime worked by such employee at a rate of not less than one and a half times his ordinary rate of wages, such hourly wages to be calculated by dividing the rate of wages paid, plus one half, by the number of hours permitted to be worked by an employee of his class as prescribed in subclause (1). Overtime worked shall be calculated weekly and any part of an hour worked shall be deemed to be one hour.

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

13 hours in restaurants,

14 hours in one- and two-star establishments;

12 hours in three-, four- and five-star establishment:

Provided that where a shift of eight hours or more has been worked, there shall be an interval of not less than eight hours, during which time employees shall not be permitted to work.

(8) *Voorbehoudsbepalings.*—(a) Subklousules (3) en (7) is nie op 'n portier en 'n los werknemer van toepassing nie en subklousule (7) nie op 'n nagwag nie.

(b) Hierdie klousule is in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg nie van toepassing op werknemers wat 'n loon wat in kategorie 7 van klousule 4 (1) (a) en (b) van hierdie Ooreenkoms voorgeskryf is of meer ontvang nie; en in die landdrosdistrikte Somerset-Wes en Strand op werknemers wat 'n loon wat in kategorie 7 van klousule 4 (1)*bis* (a) en (b) voorgeskryf is, of meer ontvang nie, tensy sodanige werknemers skriftelik daartoe ingestem het.

(c) Ondanks paragraaf (b) is hierdie klousule nie op 'n bestuurder en die vrou van 'n bestuurder van toepassing nie.

(9) Ondanks andersluidende bepalings in subklousules (3), (5) en (7), is geen beperkings wat deur hierdie subklousules opgelê word op 'n werknemer van toepassing terwyl hy noodwerk verrig nie; vir sodanige noodwerk moet besoldig word teen die lone wat vir los werknemers in sodanige diensklasse voorgeskryf word in klousule 4 (1) (a) en (b) vir die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, en in klousule 4(1)*bis* (a) en (b) vir die landdrosdistrikte Somerset-Wes en Strand.

7. JAARLIKSE VERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer ten opsigte van elke volle jaar diens by hom die verlof hieronder vermeld met volle besoldiging toestaan:

(a) aan alle werknemers, drie agtereenvolgende weke;

(b) daarbenewens aan alle weknemers wat vier of meer agtereenvolgende jare diens by dieselfde werkgewer voltooi het een ekstra week verlof met volle besoldiging.

(2) Die verlof in subklousule (1) bedoel, moet toegestaan word op 'n tyd wat die werkgewer vasstel: Met dien verstande dat—

(i) indien sodanige verlof nie vroeër toegestaan is nie dit toegestaan moet word binne drie maande vanaf die voltooiing van die diensjaar waarop dit betrekking het. Wanneer 'n werkgewer van sy werknemer vereis om sy verlof te neem voor die verstryking van die 12 maande diens waarop dit betrekking het, moet die werkgewer aan sodanige werknemer verlof toestaan wat oploopbaar is vir die 12 maande diens en, met behoorlike inagneming van aanwas ingevolge klousule 4, aan sodanige werknemer ten opsigte van dié verlof 'n bedrag betaal van minstens dit waarop die werknemer geregtig sou wees op die datum waarop die verlof normaalweg sou aanwas: Met dien verstande dat waar 'n werknemer se diens op eie inisiatief eindig voor die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgewer die verskil tussen die bedrag wat ingevolge hiervan aan die werknemer betaal is en die bedrag waarop hy by diensbeëindiging ingevolge hierdie klousule geregtig sou gewees het as die verlof nie aan hom toegestaan was nie, kan aftrek van die geld wat by sy diensbeëindiging aan die werknemer verskuldig is;

(ii) sodanige verlof nie met siekteverlof, toegestaan ingevolge klousule 8, of met 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, mag saamval nie;

(iii) as Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag of Kersdag binne sodanige verlof val, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as bykomende verlof met volle besoldiging;

(iv) 'n werkgewer van sodanige verlof alle dae geleentheidsverlof kan aftrek wat aan sy werknemer op dié se skriftelike versoek met volle besoldiging toegestaan is gedurende die diensjaar waarop die jaarlikse verlof betrekking het;

(v) geen werknemer gedurende sy verlof met volle besoldiging vir 'n loon of ander vergoeding mag werk nie;

(vi) vir die toepassing van hierdie klousule die uitdrukking "dieselfde werkgewer" in die geval van die verkoop van die besigheid die koper daarvan insluit.

(3) *Verlofbesoldiging.*—Die besoldiging vir jaarlikse verlof in subklousule (1) bedoel, moet voor of op die laaste werkdag voor die aanvangsdatum van sodanige verlof betaal word.

(8) *Savings.*—(a) Subclauses (3) and (7) shall not apply to a porter and a casual employee and subclause (7) shall not apply to a nightwatchman.

(b) In the Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg the provisions of this clause shall not apply to employees in receipt of the wage stipulated in Category 7 of clause 4 (1) (a) and (b) in this Agreement or more; and in the Magisterial Districts of Somerset West and Strand, to employees in receipt of a wage stipulated in Category 7 of clause 4 (1)*bis* (a) and (b) or more, unless such employees have agreed thereto in writing.

(c) Notwithstanding the provisions of paragraph (b), the provisions of this clause shall not apply to a manager and the wife of the manager.

(9) Notwithstanding anything to the contrary appearing in subclauses (3), (5) and (7), no restriction imposed by these subclauses shall apply to any employee whilst employed on emergency work; such emergency work shall be remunerated at the rates prescribed in clause 4 (1) (a) and (b) for the Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg, and in clause 4 (1)*bis* (a) and (b) for the Magisterial Districts of Somerset West and Strand, for casual employees in such categories of employment.

7. ANNUAL LEAVE

(1) Subject to the provisions of subclause (2), an employer shall in respect of each completed year of employment with him grant on full pay—

(a) to all employees, three weeks' leave;

(b) and in addition, an employer shall grant all employees who have completed four or more consecutive years' service with the same employer an extra one week's leave on full pay.

(2)The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier, it shall be granted within three months of the completion of the year of employment to which it relates. When an employer requires his employee to take leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee leave accruable for the 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 that where an employee's employment terminates on his own initiative 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 moneys 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 this clause if the leave had not been granted to him;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period of military service in pursuance of the Defence Act, 1957;

(iii) if New Year's Day, Good Friday, Ascension Day, Republic Day, Kruger Day, Day of the Vow or Christmas Day falls within the period of such leave, another day shall in substitution for each day be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;

(v) no employee shall work for wages or other consideration whilst on leave of absence on full pay;

(vi) for the purposes of this clause, the expression "the same employer" shall include, in the case of the sale of the business, the purchaser thereof.

(3) *Leave remuneration.*—The remuneration in respect of annual leave referred to in subclause (1) shall be paid not later than on the last work-day before the date of the commencement of such leave.

(4) 'n Werknemer wat vir 'n tydperk van minstens vier aaneenlopende maande by dieselfde werkgewer in diens was en wie se dienskontrak in die eerste of enige daaropvolgende jaar van diens by sodanige werkgewer beëindig word alvorens die verloftydperk waarna in subklousule (1) verwys word opgeloop het en na verstryking van genoemde tydperk van vier maande moet, behoudens die vierde voorbehoudsbepaling by subklousule (2), by sodanige beëindiging ten opsite van elke voltooide maand van sodanige tydperk wat minder as een jaar is, in plaas van verlof betaal word.

(5) 'n Werknemer wat geregtig geword het op verlof kragtens subklousule (1) en wie se dienskontrak eiendig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging vir dié verlof die bedrae betaal word wat in subklousules (1) en (4) bedoel word.

(6) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag die tydperk of tydperke in te sluit wanneer 'n werknemer—

(a) met verlof kragtens subklousule (1) afwesig is;

(b) militêre diens ingevolge die Verdedigingswet, 1957, verrig;

(c) van sy werk afwesig is op las of op versoek van sy werkgewer;

(d) met siekteverlof kragtens klousule 8 afwesig is:

wat altesame hoogstens 10 weke in 'n jaar beloop ten opsigte van (a), (c) en (d), plus tot vier maande van die tydperk van militêre diens wat gedurende dié jaar verrig is, en diens word geag soos volg te begin:

(i) In die geval van 'n werknemer wat, voordat hierdie Ooreenkoms in werking getree het, ingevolge die Ooreenkoms wat by Goewermentskennisgewing R. 25 van 12 Januarie 1979 gepubliseer is op verlof geregtig geword het, vanaf die datum waarop dié werknemer ingevolge daardie Ooreenkoms op sodanige verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms in diens was en op wie die ooreenkoms gepubliseer by Goewermentskennisgewing R. 25 van 12 Januarie 1979 van toepassing was, maar wat nie op verlof daarkragtens geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer by sy werkgewer in diens getree het, of vanaf die datum waarop hierdie Ooreenkoms in werking tree naamlik die jongste datum.

(7) *Voorbehoudsbepaling.*—Hierdie klousule is nie op 'n los werknemer of deeltydse werknemer van toepassing nie.

(8) Vir die toepassing van hierdie klousule beteken "Maand" 'n tydperk wat op enige datum van 'n kalendermaand begin en eindig op die dag wat dieselfde datum van die volgende kalendermaand voorafgaan.

8. SIEKTEVERLOF

(1) Ná voltooiing van drie maande diens by hom moet 'n werkgewer, behoudens subklousule (2), aan sy werknemer (uitgesonderd 'n los werknemer) wat van sy werk afwesig is weens ongeskiktheid, siekteverlof toestaan van altesaam—

(a) 36 werkdae gedurende 'n tydperk van drie jaar diens by dieselfde werkgewer;

(b) na drie of meer agtereenvolgende jare diens by dieselfde werkgewer, 54 werkdae gedurende 'n tydperk van drie jaar,

en moet hy dié werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie sukklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste 12 maande van sodanige diens nie daarop geregtig is om vir meer as een dag siekteverlof betaal te word ten opsigte van elke voltooide maand diens nie;

(ii) waar sodanige verlof van 12 dae of 'n gedeelte daarvan nie gedurende 'n jaar geneem word nie, dit oploopbaar is tot hoogstens 36 dae in 36 maande.

(2) 'n Werkgewer kan, as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer ingevolge hierdie klousule eis ten opsigte van afwesigheid van sy werk, van die werknemer vereis om binne 48 uur vanaf die tyd waarop hy hom vir diens moes aanmeld, 'n sertifikaat voor te lê of per geregistreerde of gesertifiseerde pos te laat stuur wat deur 'n mediese parktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid vermeld, of indien die werknemer in 'n hospitaal opgeneem was, om 'n mediese sertifikaat van sodanige hospitalisasie voor te lê of om sy werkgewer binne sewe dae vanaf die tyd waarop hy hom vir diens moes aanmeld daarvan in kennis te stel.

(4) An employee who has been in employment with the same employer for a period of not less than four consecutive months and whose contract of employment terminates in the first or any subsequent year of employment with such employer before the period of leave referred to in sub-clause (1) has accrued and after the lapse of the said period of four months shall, save as provided in the fourth proviso to sub clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year.

(5) An employee who has become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid in respect of leave the amounts referred to in subclauses (1) and (4).

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

(a) absent on leave in terms of subclause (1);

(b) doing military service in pursuance of the Defence Act, 1957;

(c) absent from work on the instructions or at the request of his employer;

(d) absent on sick leave in terms of clause 8;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (1), (c) and (d), plus up to four months of any period of military service rendered in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this Agreement become entitled to leave in terms of the Agreement published under Government Notice R. 25 of 12 January 1979, from the date on which such employee became entitled to such leave under such Agreement;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom the Agreement published under Government Notice R. 25 of 12 January 1979, applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into operation of this Agreement, whichever is the later.

(7) *Savings.*— The provisions of this clause shall not apply to a casual or part-time employee.

(8) For the purposes of this clause, "month" means a period commencing on any date of a calendar month and ending on the day preceding the same date of the following calendar month.

8. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee (other than a casual employee) after the completion of three months' employment with him, who is absent from work through incapacity—

(a) 36 work-days' sick leave in the aggregate during any period of three years of employment with the same employer;

(b) 54 work-days' sick leave in the aggregate after three or more consecutive years of employment with the same employer during any period of three years;

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 months of such employment an employee shall not be entitled to be paid sick leave for more than one day in respect of each completed month of employment;

(ii) where such leave of 12 days or any part thereof is not taken in any one year, it shall be accumulative up to any period not exceeding 36 days in 36 months.

(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, require such employee, within 48 hours of the time when he should have reported for duty, to produce or to have posted by registered or certified post a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity, or in the event of the employee having been confined to hospital, to produce a medical certificate of such hospitalisation or to notify his employer within seven days of the time when he should have reported for duty.

(3) Vir die toepassing van hierdie klousule—

(a) het die uitdrukking "diens" en "maand" dieselfde betekenis as in klousule 7 (6) en (8);

(b) beteken "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering wat nie deur 'n werknemer se eie wangedrag veroorsaak is nie: Met dien verstande dat onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, as ongeskiktheid geag word slegs vir die tydperk van onvermoë om te werk waarvoor geen skadeloosstelling ingevolge daardie Wet betaalbaar is nie;

(c) omvat die uitdrukking "dieselfde werkgewer", ingeval die besigheid verkoop word, die koper daarvan.

(4) *Kraamverlof.*—Elke werkgewer moet aan sy werknemer ses maande onbetaalde kraamverlof toestaan en aan hulle die waarborg gee dat hulle gedurende dié tydperk of daarna werksekuriteit sal geniet.

9. OPENBARE VAKANSIEDAE

'n Werknemer, uitgesonderd 'n los werknemer en 'n deeltydse werknemer, moet verlof met volle besoldiging toegestaan word op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, 1 Mei, Republiekdag, Krugerdag, Geloftedag en Kersdag: Met dien verstande dat, indien daar van 'n werknemer vereis word om op enigeen van dié dae te werk, sy werkgewer hom, benewens die loon wat hy sou ontvang het indien hy nie aldus gewerk het nie, 'n bedrag moet betaal van minstens een sewende van die weekloon: Voorts met dien verstande dat waar twee openbare vakansiedae met besoldiging op dieselfde dag val, die volgende dag ook as 'n openbare vakansiedag met besoldiging beskou moet word: Voorts met dien verstande dat waar twee openbare vakansiedae op 'n Saterdag val, die Maandag daarop ook as 'n openbare vakansiedag met besoldiging beskou moet word.

10. GETALSVERHOUDING

(1) *Klerk.*—'n Werkgewer mag geen ongekwalifiseerde klerk in diens neem nie, tensy hy een gekwalifiseerde klerk in sy diens het, en vir elke gekwalifiseerde klerk in sy diens mag hy hoogstens een ongekwalifiseerde klerk in diens neem.

(2) *Kroegman.*—'n Werkgewer mag geen ongekwalifiseerde kroegman in diens neem nie, tensy hy een gekwalifiseerde kroegman in sy diens het en vir elke gekwalifiseerde kroegman in sy diens mag hoogstens een ongekwalifiseerde kroegman in diens geneem word.

(3) *Kok.*—'n Werkgewer mag geen ongekwalifiseerde kok in diens neem nie, tensy hy een gekwalifiseerde kok in sy diens het, en vir elke gekwalifiseerde kok mag hoogstens een ongekwalifiseerde kok in diens geneem word.

(4) *Portier.*—'n Werkgewer mag geen ongekwalifiseerde portier in diens neem nie, tensy hy een gekwalifiseerde portier in sy diens het, en vir elke twee gekwalifiseerde portiers in sy diens mag hoogstens een ongekwalifiseerde portier in diens geneem word.

(5) *Kelner.*—'n Werkgewer mag nie 'n ongekwalifiseerde kelner in diens neem nie, tensy hy een gekwalifiseerde kelner in diens het, en vir elke drie gekwalifiseerde kelners in sy diens mag hoogstens een ongekwalifiseerde kelner in diens geneem word.

(6) (a) *Buiteverkoopassistent.*—'n Werkgewer mag geen ongekwalifiseerde buiteverkoopassistent in diens neem nie, tensy hy een gekwalifiseerde buiteverkoopassistent in diens het, en vir elke gekwalifiseerde buiteverkoopassistent in sy diens mag hoogtens een ongekwalifiseerde buiteverkoopassistent in diens geneem word wat alleen toegelaat mag word om onder voortdurende toesig van 'n gekwalifiseerde buiteverkoopassistent te werk.

(b) 'n Werkgewer mag geen ongekwalifiseerde klerklike assistent in die buiteverkoopafdeling in diens neem nie, tensy hy een gekwalifiseerde buiteverkoopassistent in sy diens het, en vir elke twee gekwalifiseerde buiteverkoopassistente in sy diens mag hoogstens een ongekwalifiseerde klerklike assistent in die buiteverkoopafdeling in diens geneem word.

(7) Vir die toepassing van hierdie klousule—

(a) kan 'n ongekwalifiseerde klerk, kroegman, kok, portier of kelner wat minstens die loon ontvang wat in klousule 4 (1) voorgeskryf word vir onderskeidelik 'n gekwalifiseerde klerk, kroegman, kok, portier of kelner, na gelang van die geval as 'n gekwalifiseerde klerk, kroegman, kok, portier of kelner gereken word;

(3) For the purposes of this clause—

(a) the expressions "employment" and "month" shall have the same meaning as in clause 7 (6) and (8);

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

(c) the expression "the same employer" shall include, in the case of the sale of the business, the purchaser thereof.

(4) *Maternity leave.*—Every employer shall grant to his employees six months' unpaid maternity leave during which period or subsequent thereto he shall guarantee job security.

9. PUBLIC HOLIDAYS

An employee, other than a casual employee and a part-time employee, shall be granted leave on full pay on New Year's Day, Good Friday, Ascension Day, 1 May, Republic Day, Kruger Day, Day of the Vow and Christmas Day: Provided that where an employee is required to work on any such day, his employer shall pay him, in addition to the wage he would have received had he not so worked, an amount of not less than one seventh of the weekly wage: Provided further that where two paid public holidays fall on the same day, the next day shall also be regarded as a paid public holiday: Provided further that where two public holidays fall on a Saturday the following Monday shall also be regarded as a paid public holiday.

10. PROPORTION OR RATIO

(1) *Clerical employee.*—An employer shall not employ an unqualified clerical employee unless he has in his employ a qualified clerical employee, and for each qualified clerical employee employed not more than one unqualified clerical employee may be employed by him.

(2) *Barman.*—An employer shall not employ an unqualified barman unless he has in his employ one qualified barman and for each qualified barman employed not more than one unqualified barman may be employed.

(3) *Cook.*—An employer shall not employ an unqualified cook unless he has in his employ one qualified cook, and for each qualified cook not more than one unqualified cook may be employed.

(4) *Porter.*—An emlpoyer shall not employ an unqualified porter unless he has in his employ one qualified porter, and for every two qualified porters employed not more than one unqualified porter may be employed.

(5) *Waiter.*—An employer shall not employ an unqualified waiter unless he has in his employ one qualified waiter, and for every three qualified waiters employed not more than one unqualified waiter may be employed.

(6) (a) *Off-consumption assistant.*—An employer shall not employ an unqualified off-consumption assistant unless he has in his employ one qualified off-consumption assistant, and for each qualified off-consumption assistant not more than one unqualified off-consumption assistant may be employed, who shall only be permitted to work under the constant supervision of a qualified off-consumption assistant.

(b) An employer shall not employ an off-consumption clerical assistant unless he has in his employ one qualified off-consumption assistant, and for every two qualified off-consumption assistants not more than one off-consumption clerical assistant may be employed.

(7) For the purposes of this clause—

(a) any unqualified clerical employee, barman, cook, porter or waiter recieving not less than the wage prescribed in clause 4 (1) for a qualified clerical employee, barman, cook, porter or waiter respectively, may be reckoned as a qualified clerical employee, barman, cook, porter or waiter, as the case may be;

(b) kan 'n werkgewer wat in sy eie bedryfsinrigting uitsluitlik of hoofsaaklik die werk van 'n klerk, kroegman, kok of portier verrig, na gelang van die geval, as 'n klerk, kroegman, kok of portier gereken word; vir die doeleindes van hierdie klousule omvat die woord "werkgewer" ook die bestuurder, assistent-bestuurder of departementele bestuurder;

(c) as 'n werkgewer in meer as een bedryfsinrigting sy bedryf uitoefen, of as daar in 'n bedryfsinrigting meer as een kroeg is, moet elke sodanige bedryfsinrigting of kroeg as 'n afsonderlike bedryfsinrigting of kroeg geag word, en mag sodanige werkgewer nie vir meer as een sodanige bedryfsinrigting of kroeg as 'n gekwalifiseerde klerk, kroegman of kok gereken word nie.

11. UNIFORMS OF BAADJIES

(1) 'n Werkgewer wat van sy werknemer, uitgesonderd 'n kroegman of los werknemer, vereis om 'n uniform, voorskoot of baadjie te dra, moet sodanige uniform, voorskoot of baadjie gratis verskaf en dit op eie koste laat skoonmaak en was en in 'n goeie en behoorlike toestand hou, maar sodanige kledingstuk of artikel bly die werkgewer se eiendom: Met dien verstande dat 'n werkgewer wat van sy werknemers vereis om broeke van 'n besondere kleur te dra, dit kosteloos moet veskaf of die werknemer moet vergoed deur hom 'n bedrag van minstens R1,50 per week te betaal.

(2) 'n Werkgewer moet aan sy kroegmanne baadjies gratis verskaf om in die werk te dra, en hy moet dit op eie koste laat skoonmaak en was en in 'n goeie en behoorlike toestand hou. Sulke baadjies bly die werkgewer se eiendom.

(3) By die beëindiging van die dienskontrak kan die betaling van finale verlofbesoldiging of geld wat verskuldig is, uitgesonderd lone, teruggehou word totdat sodanige eiendom of uniforms wat aan die werkgewer behoort terugbesorg is.

12. VERVOER NÁ URE

As daar van 'n werknemer, uitgesonderd 'n los werknemer, vereis word om ná die ure te werk wanneer openbare vervoer gewoonweg beskikbaar is, moet die werkgewer vervoer na die werknemer se huis verskaf of daarvoor betaal waar die werknemer se huis binne 'n straal van 30 km vanaf Kaapstad se Poskantoor is vir bedryfsinrigtings in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Simonstad en Wynberg, en vir Somerset-Wes en Strand, 'n staal van 30 km vanaf die bedryfsinrigtings. Sodanige vervoer moet deur middel van 'n oordekte motorvoertuig met sitplekke wees, en hoogstens 30 minute na beëindiging van sodanige diens: Met dien verstande dat indien sodanige vervoer nie beskikbaar gestel word binne die voorgeskrewe 30 minute nie, 'n addisionele bedrag teen die skaal van oortydwerk aan so 'n werknemer betaal moet word vir elke uur of gedeelte daarvan ná verstryking van genoemde 30 minute totdat sodanige vervoer beskikbaar gestel is.

13. VERBOD OP INDIENSNEMING

Geen werkgewer mag iemand onder die leeftyd van 16 jaar in diens neem nie.

14. DIENSSERTIFIKATE

By beëindiging van die dienskontrak van enigeen van sy werknemers, uitgesonderd 'n los werknemer, moet 'n werkgewer aan dié werknemer 'n dienssertifikaat uitreik waarin die volle name van die werkgewer en die werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die besoldiging op die datum van sodanige beëindiging in onuitwisbare skrif vermeld word. Alle sertifikate wat deur so 'n werkgewer uitgereik word, moet in volgorde genommer word en 'n duplikaat van elke uitgereikte sertifikaat moet deur die werkgewer aan die Sekretaris van die Raad afgelewer word.

15. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, moet—

(a) in die geval van 'n kroegman en kroegwerker, minstens 48 uur kennis gee; en

(b) an employer who is wholly or substantially engaged in performing the work of a clerical employee, barman, cook or porter in his own establishment may be reckoned as a clerical employee, barman, cook or porter, as the case may be; for the purposes of this clause the word "employer" shall include the manager, assistant manager or departmental manager;

(c) where an employer carries on business in more than one establishment or where in any establishment there is more than one bar, each such establishment or bar shall be deemed to be a separate establishment or bar, and such employer shall not be reckoned as a qualified clerical employee, barman or cook for more than one such establishment or bar.

11. UNIFORMS OR JACKETS

(1) An employer who requires his employee, other than a barman or casual employee, to wear a uniform, apron or jacket shall supply such uniform, apron or jacket free of charge and shall at his own expense clean and launder it and maintain it in a fit and proper state of repair, but such garment or article shall remain the property of the employer: Provided that, where an employer requires employees to wear trousers of a particular colour, he shall supply such free of charge or compensate the employee by payment of an amount not less than R1,50 per week.

(2) An employer shall supply his barman with a jacket free of charge, to be worn whilst on duty and shall at his own expense clean, launder and maintain it in a fit and proper state of repair. Such jacket shall remain the property of the employer.

(3) Upon termination of contract of service, payment of final leave pay or any moneys due, other than wages, may be withheld subject to the return of such property or uniform belonging to the employer.

12. LATE HOUR TRANSPORT

Where an employee, other than a casual employee, is required to work after the hour when public transport is normally available, the employer shall provide or pay for transport to the employee's house within a 30 km radius from the G.P.O in Cape Town for establishments in the Magisterial Districts of Bellville, Goodwood, Simon's Town, The Cape and Wynberg and for Somerset West and Strand, within a 30 km radius from the establishment. Such transport shall be by means of a covered motor vehicle with seating, not later than 30 minutes after termination of such employment: Provided that if such transport is not made available within the specified 30 minutes, an additional amount at overtime rates shall be paid to such employee for each hour or part thereof after expiry of the said 30 minutes until such transport has been made available.

13. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 16 years.

14. CERTIFICATES OF SERVICE

An employer shall upon termination of the contract of employment of any of his employees, other than a casual employee, furnish such an employee with an indelibly inscribed certificate of service showing the full names of the employer and the employee, the nature of employment, the date of commencement and termination of the contract and the rate of remuneration at the date of such termination. All certicates issued by such employer shall be numbered consecutively and a duplicate copy of each certificate issued shall be delivered by the employer to the Secretary of the Council.

15. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, shall—

(a) in the case of a barman and barhand, give not less than 48 hours' notice; and

(b) in die geval van alle ander werknemers, minstens 48 uur skriftelike kennis gedurende die eerste diensmaand en daarna minstens een week skriftelike kennis gee;

van sy voorneme om die dienskontrak te beëindig, of 'n werkgewer of sy werknemer kan die dienskontrak sonder kennisgewing beëindig deur die volgende aan die werknemer te betaal in plaas van sodanige kennisgewing of die volgende aan die werkgewer te betaal of te verbeur in plaas daarvan, na gelang van die geval:

(i) In die geval van 'n kroegman, 'n bedrag van minstens twee dae se besoldiging;

(ii) in die geval van alle ander werknemers, gedurende die eerste diensmaand, minstens twee dae se besoldiging;

(iii) in die geval van werknemers vir wie daar nie in subparagrawe (i) en (ii) voorsiening gemaak word nie, minstens die weekloon wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het:

Met dien verstande dat dit geen inbreuk maak nie op—

(i) 'n werkgewer of 'n werknemer se reg om weens 'n regsgeldige rede die dienskontrak sonder diensopsegging te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer vir 'n bepaalde dienstydperk of wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur vir altwee partye en vir langer as 48 uur of een week, na gelang van die geval.

(2) As 'n ooreenkoms ingevolge voorbehoudsbepaling (ii) van subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van die diensopsegging in verhouding wees tot die termyn van diensopsegging soos ooreengekom.

(3) Die diensopsegging in subklousule (1) bedoel, tree in werking op die dag waarop dit gegee word: Met dien verstande dat die termyn van diensopsegging nie mag saamval met en diensopsegging nie gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof ingevolge klousule 7 of siekteverlof ingevolge klousule 8 of 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, nie.

(4) Indien 'n werknemer se diens deur die werkgewer beëindig word en hy weer binne 21 dae deur dieselfde werkgewer in diens geneem word, moet hy geag word ononderbroke diens te hê ten opsigte van alle voordele voorgeskryf in klousules 4 (8), 7 en 8.

16. PROSEDURE IN VERBAND MET GRIEWE EN DISSIPLINE

Die prosedure wat gevolg moet word in verband met dissiplinêre optrede en griewe is soos voorgeskryf in die standaardreëls en -prosedures waartoe die paryte ooreengekom het.

17. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van iemand aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes stel waarop die vrystelling verleen word en die termyn waarvoor die vrystelling van krag is: Met dien verstande dat die Raad na goeddunke 'n vrystellingsertifikaat kan intrek met een week skriftelike kennisgewing aan die betrokke persoon.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik, deur hom, of in sy afwesigheid, deur sy gemagtigde plaasvervanger onderteken waarin die volgende vermeld word:

(a) Volle naam van die betrokke persoon;

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

5014verleen word;

(c) die voorwaardes waarop sulke vrystelling verleen word; en

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

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word in volgorde nommer;

(b) van elke sertifikaat wat uitgereik word 'n kopie bewaar; en

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

(b) in the case of all other employees, not less than 48 hours' written notice during the first month of employment and thereafter not less than one week's written notice;

of this intention to terminate the contract of employment, or an employer or his employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice—

(i) in the case of a barman, an amount of not less than two days' pay;

(ii) in the case of all other employees, during the first month of employment, not less than two days' pay;

(iii) in the case of employees not provided for in subparagraphs (i) and (ii), not less than the weekly wage which the employee was receiving immediately before the date of such termination:

Provided that this shall not affect—

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

(ii) any written agreement between an employer and employee for a specific period of employment, or which provides for period of notice of equal duration on both sides and for longer than 48 hours or one week, as the case may be.

(2) When an agreement is entered into in terms of proviso (ii) to subclause (1) the payment of forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in subclause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8 or with any period of military service in pursuance of the Defence Act, 1957.

(4) Where the services of an employee are terminated by the employer and he is re-employed by the same employer within 21 days, he shall be deemed to have had unbroken service in respect of all benefits as prescribed in clauses 4 (8), 7 and 8.

16. GRIEVANCE AND DISCIPLINARY PROCEDURES

The procedures to be followed in respect of disciplinary action and grievances shall be as prescribed in the standard rules and procedures as agreed to by the parties

17. EXEMPTIONS

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

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

(3) The secretary of the Council shall issue to every person granted exemption in accordance with the provisions of subclause (1) of this clause a licence of exemption signed by himself, or in his absence, by the person authorised to act for 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 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; and

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

18. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewer en werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

(2) Geskille wat in verband met die uitleg van enigeen van die bepalings van hierdie Ooreenkoms ontstaan, moet na die Raad verwys word.

19. BESTAANDE KONTRAKTE

Dienskontrakte wat van krag is op die datum waarop hierdie Ooreenkoms in werking tree, is onderworpe aan hierdie Ooreenkoms.

20. UITGAWES VAN DIE RAAD

Die uitgawes van die Raad moet op die volgende wyse bestry word:

(1) Elke werkgewer moet van die loon van elke werknemer wat permanent in sy diens is en wat onder hierdie Ooreenkoms val 'n bedrag van 35 sent per week aftrek. By hierdie bedrag moet die werkgewer 'n gelyke bedrag voeg en die totale som voor of op die sewende dag van elke maand aan die Sekretaris van die Raad by die kantoor van die Nywerheidsraad, The Strand Tower, Strandstraat 66, Kaapstad, of Posbus 836, Kaapstad, 8000, stuur.

(2) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgewer onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, Wet 55 van 1975, soos gewysig, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na goeddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytskeld.

(b) Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ookal soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na goeddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitale bedrag.

21. VERTONING VAN OOREENKOMS

'n Leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale moetop 'n opvallende plek in elke bedrysinrigting vertoon word.

22. AGENTE

Die Raad moet een of meer aangewese persone aanstel as agente om te help met die uitvoering van hierdie Ooreenkoms, en elke werkgewer en werknemer is verplig om sulke agente toe te laat om dié navrae te doen en dié boeke en/of dokumente na te gaan en dié persone te ondervra wat vir hierdie doel nodig is.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan enigeen van hul werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die Raad se werk te vervul.

24. LIDMAATSKAP VAN VAKVERENIGINGS EN WERKGEWERSORGANISASIE

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

18. INTERPRETATION OF AGREEMENT

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

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

19. EXISTING CONTRACTS

Any contract of service in operation at the date of comencement of this Agreement shall be subject to the provisions of this Agreement.

20. EXPENSES OF THE COUNCIL

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

(1) Every employer shall deduct from the wages of each employee in his permanent employ, governed by this Agreement, an amount of 35c per week. To this amount the employer shall add an equal amount and forward the total sum to the Secretary of the Council not later than the seventh day of each month at the office of the Industrial Council, The Strand Tower, 66 Strand Street, Cape Town, or P.O. Box 836, Cape Town, 8000.

(2) (a) Should any amount due in terms of his clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act 55 of 1975, as amended, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute descretion to waive payment of such interest or part thereof in any individual instance.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to alocate nay payment by the employer firstly in satisfaction of such costs, collection commission and interest, and thereafter in reduction of the overdue capital amount.

21. EXHIBITION OF AGREEMENT

A legible copy of this Agreement in both official languages shall be exhibited in a prominent place in every establishment.

22. AGENTS

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

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

24. TRADE UNION AND EMPLOYERS' ORGANISATION MEMBERSHIP

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

(2) Hierdie klousule is nie van toepassing nie—

(a) op 'n bestuurder, die vrou van 'n bestuurder, 'n assistent-bestuurder, of los werknemers;

(b) in gevalle waar aan 'n werkgewer of 'n werknemer, na die mening van die Raad, lidmaatskap van die betrokke organisasie sonder grondige rede geweier is, en sodanige weiering moet binne sewe dae na die weiering aan die Raad gerapporteer word;

(c) op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie: Met dien verstande dat as 'n immigrant wat te eniger tyd na 90 dae nadat hy in die Nywerheid begin werk het, 'n uitnodiging van een van die vakverenigings weier om lid daarvan te word, hierdie klousule onmiddellik in werking tree; en

(d) waar 'n werknemer na die mening van die Minister, grondige rede het om te weier om lid van die vakvereniging te word of te bly.

25. BEWYS VAN LIDMAATSKAP VAN VAKVERENIGING

Bewys van lidmaatskap van 'n vakvereniging bestaan in die vertoning van 'n lidmaatskapkaart wat deur die betrokke vakvereniging uitgereik is en wat aantoon dat die persoon daarin genoem nie meer as drie maande met sy ledegeld agterstallig is nie.

26. VAKVERENIGINGLEDEGELD

(1) Elke werkgewer moet van die loon van elke lid van 'n vakvereniging in sy diens die ledegeld wat so 'n werknemer aan die betrokke vakvereniging moet betaal, aftrek en die totale bedrag, asook 'n lys van werknemers, uiterlik op die sewende dag van elke maand stuur—

(a) ten opsigte van lede van die Liquor and Catering Trades Employees' Union; en

(b) (b) ten opsigte van lede van die Hotel, Bar and Catering Trades Employees' Association, aan die Sekretaris, Nywerheidsraad vir die Drank- en Spyseniersbedryf, Kaap Strand Tower, Strandstraat 66, Kaapstad, of Posbus 836, Kaapstad, 8000, en dié ledegeld moet van die eerste betaling van lone elke maand afgetrek word. Die sekretarisse van die vakverenigings moet die betrokke werkgewers van tyd tot tyd van die ledegeldskaal in kennis stel.

(2) Die ledegeld wat ingevolge subklousule 1 (a) en (b) van hierdie klousule aan die Raad betaal word moet deur die Sekretaris van die Raad aan die betrokke organisasies gestuur word.

(3) (a) Indien die Raad 'n bedrag wat ingevolge hierdie klousule verskuldig is, nie ontvang teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, is die werkgewer onverwyld aanspreeklik vir en moet hy rente betaal op sodanige bedrag of op sodanige mindere bedrag as wat nog nie betaal is nie, teen die rentekoers voorgeskryf by die Wet op die Voorgeskrewe Rentekoers, Wet No. 55 van 1975, soos gewysig, bereken vanaf sodanige 15de dag tot die dag waarop die betaling werklik deur die Raad ontvang word: Met dien verstande dat die Raad na goeddunke betaling van sodanige rente of 'n gedeelte daarvan in 'n individuele geval kan kwytskeld.

(b) Ingeval die Raad koste moet aangaan of verplig word om invorderingskommissie te betaal vanweë die werkgewer se versuim om voor of op die vervaldatum betaling te doen, is die werkgewer dan ook daarvoor aanspreeklik om onverwyld al sodanige koste van watter aard ook al soos tussen prokureur en kliënt en al sodanige invorderingskommissie te betaal en kan die Raad na goeddunke enige betaling deur die werkgewer aanwend eerstens ter vereffening van sodanige koste, invorderingskommissie en rente en daarna ter vermindering van die agterstallige kapitale bedrag.

27. REGISTRASIE VAN WERKGEWERS

Elke werkgewer in die Drank- en Spyseniersbedryf moet binne 'n maand na die inwerkingtreding van hierdie Ooreenkoms, en elke persoon wat 'n werkgewer word ná daardie datum, moet binne een maand na die aanvang van sy werksaamhede, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waarop sodanige bedryfsinrigting geleë is, die name van die vennote in die onderneming, of, in die geval 'n maatskappy met beperkte aanspreeklikheid, die name van die sekretaris en direkteure. Die Sekretaris van die Raad moet daarna 'n registrasiesertifikaat wat hy geteken het aan die lisensiehouer van die bedryfsinrigting uitreik. In geval van 'n verandering in die personeel van die vennootskap of firma, moet die Sekretaris van die Raad binne twee weke na die datum van sodanige verandering daarvan in kennis gestel word.

(2) The provisions of this clause shall not apply—

(a) to a manager, the manager's wife, an assistant manager, or to casual employees;

(b) where an employer or employee has in the opinion of the Council been refused membership of the respective organisation without good cause, which refusal shall be notified to the Council within seven days of such refusal;

(c) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 90 days of commencement of his employment in the Industry, refused any invitation from any of the trade unions to become a member of it, the provisions of this clause shall immediately come into operation; and

(d) where an employee in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the trade union.

25. PROOF OF MEMBERSHIP OF TRADE UNION

Proof of membership of one of the trade unions shall be the production of a membership card issued by the trade union concerned showing that the person named therein is not more than three months in arrear with his subscription.

26. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct from the wages of each member of a trade union in his employ the membership subscription payable by such employee to the trade union concerned and shall forward the total amount, together with a list of employees—

(a) in respect of members of the Liquor and Catering Trades Employees' Union; and

(b) in respect of members of the Hotel, Bar and Catering Trades Employees' Association, to the Secretary, Industrial Council for the Liquor and Catering Trade, Cape, The Strand Tower, 66 Strand Street, Cape Town, or P.O. Box 836, Cape Town, 8000, not later than the seventh day of each month, such subscriptions to be deducted from the first payment of wages in each month. The subscription scales shall be notified to the employers concerned from time to time by the secretaries of the trade unions.

(2) The subscriptions received by the Council in terms of subclause 1 (a) and (b) of this clause shall be forwarded to the relevant organisations by the Secretary of the Council.

(3) (a) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall forthwith be liable for and be required to pay interest on such amount or on such lesser amount as remains unpaid at the rate prescribed by the Prescribed Rate of Interest Act, Act No. 55 of 1975, as amended, calculated from such 15th day until the day upon which payment is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive payment of such interest or part thereof in any individual instance.

(b) In the event of the Council incurring any costs or becoming obliged to pay any collection commission by reason of the failure of the employer to make any payment on or before the due date, the employer shall then also be liable to forthwith pay all such costs of whatever nature as between attorney and client and all such collection commission, and the Council shall be entitled in its absolute discretion to allocate any payment by the employer firstly in satisfaction of such costs, collection commission, and interest, and thereafter in reduction of the overdue capital amount.

27. REGISTRATION OF EMPLOYERS

Every employer in the Liquor and Catering Trade shall, within one month from the date on which this Agreement comes into operation, and every person who becomes an employer after that date shall, within one month of commencement of operations by him, notify the secretary of the Council in writing of the address of the premises in which such establishment is located, the names of the partners of the concern or, in the case of a limited liability company, the names of the secretary and directors. The Secretary of the Council shall thereupon issue to the licensee of an establishment a registration certificate signed by him. In the event of a change in the personnel of the partnership or firm, such change and/or changes shall be notified to the Secretary of the Council within two weeks from the date of such change.

28. ALGEMEEN

Niks in hierdie Ooreenkoms word geag magtiging te verleen vir die indiensneming van iemand wat ingevolge 'n statutêre wet verbode is, of vir die indiensneming van iemand op 'n tyd of tye wat by 'n statutêre wet verbode is.

Namens die partye op hede die 28ste dag van November 1989 te Kaapstad onderteken.

A. E. FRAZER,
Voorsitter van die Raad.

D. A. DODDS,
Ondervoorsitter van die Raad.

H. VAN DER MERWE,
Sekretaris van die Raad.

28. GENERAL

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

Signed at Cape Town, on behalf of the parties hereto, this 28th day of November 1989.

A. E. FRAZER,
Chairman of the Council.

D. A. DODDS,
Vice-Chairman of the Council.

H. VAN DER MERWE,
Secretary of the Council.

Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!

BELANGRIK!!

Plasing van tale:

Staatskoerante

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* jaarliks geskied met die eerste uitgawe in Oktober.

2. Vir die tydperk 1 Oktober 1989 tot 30 September 1990 word Afrikaans EERSTE geplaas.

3. Hierdie reëling is in ooreenstemming met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.

4. ***Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.***

oOo

IMPORTANT!!

Placing of languages:

Government Gazettes

1. Notice is hereby given that the interchange of languages in the *Government Gazette* will be effected annually from the first issue in October.

2. For the period 1 October 1989 to 30 September 1990, Afrikaans is to be placed FIRST.

3. This arrangement is in conformity with Gazettes containing Act of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.

4. ***It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.***

BELANGRIKE AANKONDIGING

Sluitingstye ***VOOR VAKANSIEDAE*** *vir*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1990

Die sluitingstyd is stiptelik ***15:00*** *op die volgende dae:*

- **29 Maart**, Donderdag, vir die uitgawe van Donderdag **5 April**
- **4 April**, Woensdag, vir die uitgawe van Donderdag **12 April**
- **11 April**, Woensdag, vir die uitgawe van Vrydag **20 April**
- **26 April**, Donderdag, vir die uitgawe van Vrydag **4 Mei**
- **17 Mei**, Donderdag, vir die uitgawe van Vrydag **25 Mei**
- **23 Mei**, Woensdag, vir die uitgawe van Vrydag **1 Junie**
- **4 Oktober**, Donderdag, vir die uitgawe van Vrydag **12 Oktober**
- **18 Desember**, Dinsdag, vir die uitgawe van Vrydag **28 Desember**
- **21 Desember**, Vrydag, vir die uitgawe van Vrydag **4 Januarie**

Laat kennisgewings sal in die daaropvolgende uitgawe geplaas word. Indien 'n laat kennisgewing wel, onder spesiale omstandighede, aanvaar word, sal 'n dubbeltarief gehef word

Wanneer 'n APARTE *Staatskoerant* verlang word moet die kopie drie kalenderweke voor publikasie ingedien word

IMPORTANT ANNOUNCEMENT

Closing times ***PRIOR TO PUBLIC HOLIDAYS*** *for*

LEGAL NOTICES
GOVERNMENT NOTICES 1990

The closing time is ***15:00*** *sharp on the following days:*

- **29 March**, Thursday, for the issue of Thursday **5 April**
- **4 April**, Wednesday, for the issue of Thursday **12 April**
- **11 April**, Wednesday, for the issue of Friday **20 April**
- **26 April**, Thursday, for the issue of Friday **4 May**
- **17 May**, Thursday, for the issue of Friday **25 May**
- **23 May**, Wednesday, for the issue of Friday **1 June**
- **4 October**, Thursday, for the issue of Friday **12 October**
- **18 December**, Tuesday, for the issue of Friday **28 December**
- **21 December**, Friday, for the issue of Friday **4 January**

Late notices will be published in the subsequent issue. If, under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a SEPARATE *Government Gazette* must be handed in not later than three calendar weeks before date of publication

INHOUD

No.		Bladsy No.	Koerant No.
	GOEWERMENTSKENNISGEWING		
Mannekrag, Departement van			
Goewermentskennisgewing			
R. 965	Wet op Arbeidsverhoudinge (28/1956): Drank en Spyseniersbedryf, Kaap: Hoofooreenkoms	1	12451

CONTENTS

No.		Page No.	Gazette No.
	GOVERNMENT NOTICE		
Manpower, Department of			
Government Notice			
R. 965	Labour Relations Act (28/1956): Liquor and Catering Trade, Cape: Main Agreement	1	12451

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