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AIDS HELPLINE: 0800-0123-22 Prevention is the cure



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GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

DEPARTMENT OF HEALTH DEPARTEMENT VAN GESONDHEID

No. R. 793**12 August 2005**

THE HEALTH PROFESSIONS ACT, 1974 (ACT No. 56 OF 1974)

**NOTICE REGARDING REGULATIONS RELATING TO THE QUALIFICATIONS FOR REGISTRATION
OF DENTAL ASSISTANCE****CORRECTION NOTICE**

The following correction to Government Notice No. R. 338 is hereby published for general information:

1. In regulation 2 (2) under "qualification for Registration" substitute the date "31 March 2002" for the date "31 March 2005".

M. TSHABALALA-MSIMANG**Minister of Health**

Date: 25 July 2005

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 812**12 August 2005**

LABOUR RELATIONS ACT, 1995

TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA**CANCELLATION OF GOVERNMENT NOTICE**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 609 of 1 July 2005, with effect from 22 August 2005.

M. M. S. MDLADLANA**Minister of Labour****No. R. 812****12 Augustus 2005**

WET OP ARBEIDSVARHOUDINGE, 1995

TEEKAMER-, RESTAURANT- EN VERVERSINGSBEDRYF, PRETORIA**INTREKKING VAN GOEWERMENSKENNISGEWING**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermenskennisgewing No. R. 609 van 1 Julie 2005, in met ingang van 22 Augustus 2005.

M. M. S. MDLADLANA**Minister van Arbeid****No. R. 813****12 August 2005**

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA: EXTENSION
OF RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Tearoom, Restaurant and Catering Trade, Pretoria, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Trade, with effect from 22 August 2005, and for the period ending 28 February 2007.

M.M.S. MDLADLANA**Minister of Labour**

No. R. 813

12 Augustus 2005

WET OP ARBEIDSVERHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE TEEKAMER-, RESTAURANT EN VERVERSINGSBEDRYF, PRETORIA: UITBREIDING VAN HERBEKRAFTIGING EN WYSIGING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdiadlana, Minister van Arbeid, verklaar hierby kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn, en wat in die Bedingingsraad vir die Teekamer-, Restaurant en Verversingsbedryf, Pretoria, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 22 Augustus 2005, en vir die tydperk wat op 28 Februarie 2007 eindig.

M.M.S. MDLADLANA

Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA****AMENDMENT OF MAIN COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, No. 66 of 1995, made and entered into by and between the

Pretoria and Districts Caterers Association

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

South African Commercial, Catering and Allied Workers' Union (SACCAWU)

and the

Care Centre, Catering, Retail and Allied Workers' Union of South Africa (CCRAWUSA)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (1) (a) by all employers and employees who are members of the employers' organisation and the trade union, respectively;
- (b) in the Magisterial Districts of Pretoria, Brits, Bronkhorstspuit, Cullinan, Rustenburg, Warmbaths, Witbank and Wonderboom, and in the municipal area of Midrand.
- (2) Clause 1 (1) (a) and (2), 3, 16, 17 and 22, of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade unions, respectively.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 28 February 2007.

3. CLAUSE 3: INDUSTRIAL ACTION

Substitute the following for subclause 5:

- "(5) All existing Wage Agreements and/or Recognition Agreements signed and entered into between employers, employers' organisations and employees, or trade unions, prior to the effective date of this Main Agreement, shall be binding on the parties until the expiry of said Wage/Recognition Agreements".

4. CLAUSE 4: DEFINITIONS

Substitute the following for the definitions contained in clause 4:

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995);

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

"baker/confectionery caterer/cook" means an employee who is engaged in the performance of any one or more of the following duties:

- (a) Preparing, making and baking wheaten products, cakes, tarts, doughnuts, pies;
- (b) preparing, cooking and presenting food in an establishment;

- (c) being responsible for kitchen organisation and control of stock;

barman means an employee who is engaged in supplying liquor to customers or to a waiter for customers over a counter and who receives payment therefor and who is responsible for the balancing of the stock and cash receipts;

blockman means an employee in a butchery who cuts and serves meat to customers, and such butchery shall be within a supermarket or similar establishment;

cashier/clerk/packer/storeman means an employee who is engaged in the performance of any one or more of the following duties:

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

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

casual/special function employee means an employee who is employed by the same employer for not longer than three days in any week and/or 24 hours in any week, and/or a maximum of 9 hours per day;

catering means the provision of meals and/or refreshments;

catering assistant means an employee who—

- (a) prepares any one or more of the following: Plain or toasted sandwiches, fresh fruit, fruit salads, salads from fresh or prepared vegetables, hamburgers, hot dogs, waffles, pancakes, pizzas, pies, curry and rice, common pan foods, grills, popcorn, fish and chips, vetkoek and grilled chicken, and/or assists with the preparation of the menu of the establishment;
- (b) transmits orders and places such items of food mentioned in paragraph (a), and cold prepared foods, prepared salad dressings, stews, boiled meats and/or vegetables, either on plates or in containers ready for conveyance to the customer;
- (c) operates an ice-cream dispenser and/or soda fountain and/or semi-automatic machine;
- (d) receives verbal or written orders from a waiter/wine steward for the supply/handing over to him of bottles of alcoholic or non-alcoholic drinks;

chef means an employee in a managerial position who is in possession of a chef's certificate recognized by the Council and who is in charge of the preparation of the food in an establishment;

Council or Bargaining Council means the Bargaining Council for the Tearoom, Restaurant and Catering Trade, Pretoria;

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

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

emergency work means—

- (a) any work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, civil unrest, theft or a breakdown of plant, motor vehicles or machinery, must be done without delay;
- (b) any work in connection with the provisioning of aircraft;
- (c) any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

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

general assistant means an employee who is engaged in the performance of any one or more of the following duties:

- (a) Making porridge and preparing meals for the exclusive consumption of the employees of the establishment;
- (b) packing or wrapping edibles for sale or delivery;
- (c) assisting with the checking of stores under supervision;
- (d) checking crockery, glassware, napery and other pantry requirements and checking dining equipment;
- (e) cleaning premises, the work place or any article;
- (f) cleaning, plucking or cutting raw poultry, raw fish or raw meat as part of the cleaning process, cleaning or peeling fruit and vegetables, cutting fruit and vegetables other than for salads and cutting bread;
- (g) carrying, stacking or moving goods;

- (h) making or maintaining a fire and removing ashes and refuse;
- (i) vending, collecting and/or delivering orders off the premises and accepting payment therefor;
- (j) making tea, coffee, cocoa similar beverages;
- (k) loading and off-loading;
- (l) repetitive mass-measuring to a set mass-meter;
- (m) opening or closing packets, containers or parcels;
- (n) heat closing of polythene or similar pre-filled containers;
- (o) gardening;
- (p) sharpening knives;
- (q) decanting into other containers, except for table use;
- (r) guarding premises or other movable or immovable property by day, but excluding a watchman;

independent contract waiter means a person who performs the duties of a waiter in an establishment and who agrees in writing with the owner to work odd shifts according to a previously drawn-up timetable, but who may not be employed in this capacity to inhibit permanent employment and who is self-reliant, self-sufficient and not entitled to the status of an employee;

liquor means intoxicating liquor as defined in the Liquor Act, 2003 (Act No. 59 of 2003);

manager means an employee who is charged by his employer with the overall supervision over, responsibility for and direction of the activities carried on, in or in connection with that section of the establishment that has been placed under his authority, and who is directly responsible to the employer, and includes the provision of attendance registers to all employees and the daily completion thereof as well as of the wage register when so instructed by his employer;

monthly employee means an employee who gets paid monthly;

motor vehicle means any self-propelled vehicle used for conveying goods and includes a motor-cycle or a bicycle;

probation period means a period of three months within which an employee must prove himself capable of performing the duties of a specific job to the satisfaction of the employer;

remuneration/wage is the hourly wage multiplied by the number of ordinary hours prescribed in clause 7(2) which is the amount of money payable to an employee in terms of clause 5 in respect of his ordinary hours of work as prescribed in clause 7: Provided that if any employer regularly pays an employee in respect of such hours of work an amount higher than that prescribed in clause 7 it means such higher amount;

sector/trade means the Tearoom, Restaurant and Catering Trade in which employers and their employees are associated wholly or mainly for the purpose of preparing, serving or providing meals or refreshments (whether liquid or otherwise) or both such meals and refreshments in or from any establishment or part thereof, whether permanent, temporary, indoors or in the open air, and includes such activities when carried on in or from one or more classes of premises or parts thereof—

- (a) used as public restaurants, fish-and-chip shops, cafés, tearooms, roadhouses and take-away food outlets, except where the preparation and/or supply of ready-to-consume food and/or refreshments takes place on or from the premises of an accommodation establishment;
- (b) where meals or non-alcoholic drinks are served for consumption on the premises or are provided for consumption away from the premises;
- (c) where aerated or mineral waters are supplied in glasses or other containers for consumption on the premises;
- (d) wherein or wherefrom the activities referred to herein are carried on in respect of or in connection with any entertainment and/or function,

but does not include the sale and/or provision of edibles and/or liquid refreshments to persons attending cinema performances or theatre productions on the premises of and by the establishment providing such performances or productions, and includes the supply of liquor in any such establishments or on any such premises in terms of a liquor licence held or deemed to be held by such employers or issued under the Liquor Act, 2003, but does not include hotel-keepers, boarding-housekeepers or lodging-housekeepers and further includes all operations incidental to or consequent on any of the aforesaid activities;

small employer means an employer who does not employ more than six full-time employees at any time;

spreadover means the period in any day from the time a employee first commences work until he finishes work for that day;

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

waiter means an employee, other than an independent contract waiter, barman or cashier/clerk performs any one or more of the following duties:

- (a) Serving meals and/or refreshments (whether alcoholic or non-alcoholic) to customers at tables or counters;
- (b) receiving payment for any order taken or executed and being responsible for payment;

- (c) setting and/or clearing tables;
- (d) checking and/or controlling dining-room and/or other pantry equipment;
- (e) filling butter and/or jam dishes and/or cruets, and making salads;

watchman means an employee who is engaged in the performance of any one or more of the following duties:

- (a) Guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;
- (b) handling dogs in the performance of any or all of the duties referred to in (a); and
- (c) handling access control of parking and/or the establishment;

weekly employee means an employee who is paid by the week.”.

5. CLAUSE 5: REMUNERATION/WAGES

- (1) Substitute the following for subclause (A):

“(A) EXEMPTIONS:

Where a small employer or his employee can satisfy the Council that any provisions of the Agreement are restricting entrepreneurial initiative and/or employment opportunities, such an employer or employee may apply to the Council for exemption from the specific provisions and the Council may grant such an exemption.

Prescribed wages for an employee on probation may be reduced by not more than 10% for a period not exceeding three months.

The wages prescribed pertain to the payment for ordinary hours of work as specified in clause 7. Should statutory legislation reduce these ordinary hours of work the wages will automatically be reduced proportionately.”.

- (2) Substitute the following for subclause (B) (1):

“(1) Employees that are paid above the minimum wage as determined in this Agreement shall be entitled to a minimum increase of—

- (a) small employer—6% across the board with effect from the date of coming into operation of this agreement to 28 February 2006 and 7% across the board for the period 1 March 2006 to 28 February 2007 and thereafter;
- (b) other establishments—8% across the board with effect from the date of coming into operation of this agreement to 28 February 2006 and 8.5% across the board for the period 1 March 2006 to 28 February 2007 and thereafter.”

- (3) Substitute the following for the existing table:

“MINIMUM WAGE TABLE

Job description	With effect from the date of coming into operation of this agreement until 28 February 2006			1 March 2006 and thereafter		
	Monthly	Weekly	Hourly	Monthly	Weekly	Hourly
Assistant manager						
Area A.....	2 607,09	602,10	13,38	2 841,73	656,29	14,58
Area B	2 558,81	590,95	13,13	2 737,93	632,32	14,05
Baker/confectionery caterer/cook						
Area A.....	1 439,94	332,55	7,39	1 569,53	362,48	8,05
Area B	1 413,28	326,39	7,25	1 512,21	349,24	7,76
Barman						
Area A.....	1 793,06	414,10	9,20	1 954,44	451,37	10,03
Area B	1 759,85	406,43	9,03	1 883,04	434,88	9,66
Blockman						
Area A.....	1 916,96	442,72	9,84	2 089,49	482,56	10,72
Area B	1 881,46	434,52	9,66	2 013,16	464,93	10,33
Cashier/clerk/storeman/packer						
Area A.....	1 626,40	375,61	8,35	1 772,78	409,42	9,10
Area B	1 596,29	368,66	8,19	1 708,03	394,46	8,77
Catering assistant						
Area A.....	1 383,44	319,50	7,10	1 507,95	348,26	7,74
Area B	1 355,70	313,09	6,96	1 450,60	335,01	7,44

Job description	With effect from the date of coming into operation of this agreement until 28 February 2006			1 March 2006 and thereafter		
	Monthly	Weekly	Hourly	Monthly	Weekly	Hourly
Chef						
Area A.....	2 492,04	575,53	12,79	2 716,32	627,33	13,94
Area B	2 445,89	564,87	12,55	2 617,10	604,41	13,43
Driver						
Area A.....	1 447,74	334,35	7,43	1 578,04	364,44	8,09
Area B	1 420,93	328,16	7,29	1 520,40	351,13	7,80
General assistant						
Area A.....	1 519,83	351,00	7,80	1 656,61	382,59	8,50
Area B	1 491,69	344,50	7,66	1 596,11	368,62	8,19
Manager						
Area A.....	2 922,75	675,00	15,00	3 185,80	735,75	16,35
Area B	2 868,63	662,50	14,72	3 069,43	708,88	15,75
Supervisor						
Area A.....	2 143,35	495,00	11,00	2 336,25	539,55	11,98
Area B	2 103,41	485,78	10,79	2 250,65	519,78	11,55
Waiter						
Area A.....	1 363,95	315,00	7,00	1 486,71	343,35	7,63
Area B	1 338,70	309,17	6,87	1 432,41	330,81	7,35
Watchman						
Area A.....	1 363,95	315,00	7,00	1 486,71	343,35	7,63
Area B	1 338,70	309,17	6,87	1 432,41	330,81	7,35".

(4) Insert the following subclause (6), (7) and (8):

"(6) The areas for the minimum wages are as follows:

Area A: Magisterial districts of Pretoria, Cullinan, Wonderboom and Municipal area of Midrand.

Area B: Magisterial districts of Brits, Bronkhorstspuit, Rustenburg, Warmbaths and Witbank.

(7) No employer shall reduce the ordinary hours of work in order to reduce salary/wage payment.

(8) Subject to the provisions of the subclause (2) and clause 6 (5), the minimum wage which shall be paid in respect of the ordinary hours of work prescribed in clause 7 by an employer to each member of the classes of employees as set out in the minimum wage table, and no employer shall pay, and no employee shall accept wages lower than the prescribed wage."

6. CLAUSE 6: PAYMENT OF REMUNERATION

(1) Substitute the following for subclause (6):

"(6) Transport: An employer shall provide transport for his employees working later than 21:00 on any day of the week or pay employees an amount of R130,00 per month in lieu of transport. An employer who has provided transport prior to this Agreement shall not change to the option of the payment of R130,00 in order to avoid providing transport."

7. CLAUSE 7: NUMBER OF DAYS AND HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) Substitute the following for subclauses (1) and (2):

"(1) Number of working days: An employee shall not work more than six days in a week, which shall include a Sunday.

(2) Ordinary hours of work: Ordinary hours of work shall not exceed—

(a) in the case of an employee other than a casual part-time employee—

(i) 45 hours in any week;

(ii) 9 hours per day on six days in any week;

(b) in the case of a casual employee—

24 hours in any week or 3 days in any week or a maximum of 9 hours per day."

(2) Substitute the following for subclause (6):

"(6) **Payment of overtime:** An employer shall pay an employee who works overtime at a rate of not less than one and half times of his ordinary wage in respect of the total period so worked on any day during any week: Provided that where the daily limitation of overtime is exceeded, or the weekly overtime exceeds 10 hours, all such overtime shall be paid for at not less than double the rate of the employer's ordinary wage."

(3) Substitute the following for subclause (8):

"(8) **Regulation of working time:** The provisions of subclauses (1), (3), (4), (5), (6), (7) and clauses 6(6), 7(9) and 11B (1)(a) shall not apply to an employee engaged in emergency work or to casual employees, or manager or assistant manager earning more than R37 500 per annum."

(4) Insert the following subclause (9) Nightshift allowance:

"(9) In the event that an employee, other than a special function casual employee, a casual employee or a contract waiter, that works after 20:00 and has been authorized so to work, the employer shall pay such employee R5,00 per shift."

8. CLAUSE 10: PUBLIC HOLIDAYS

Substitute the following for subclause (2):

"(2) When an employee works on a paid holiday which is a normal working day, his employer shall pay him double his daily wage irrespective of the hours worked."

9. CLAUSE 11: SICK AND MATERNITY LEAVE

Substitute the following for clause 11:

"11A. SICK LEAVE

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

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

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

- (i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee referred to in paragraph (a) above, one working-day in respect of each completed period of six weeks of employment, in the case of an employee referred to in paragraph (b) above, one working day in respect of each completed period of five weeks of employment, and in the case of an employee referred to in paragraph (c) above, one working day in respect of each completed month of employment;
- (ii) this clause shall not apply to an employee at whose written request an employer agrees to make contributions at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee in the event of his incapacity in the circumstances set out in this clause the payment to him of not less than, in the aggregate, the equivalent of his wages for 24, 30 or 36 working days, as the case may be, in each cycle of 36 months of employment;
- (iii) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause;
- (iv) if in respect of any period of incapacity covered by this clause an employer is required by any other law to pay an employee his full wages, the provisions of this clause shall not apply.

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

- (i) when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion require him to produce such certificate in respect of any absence from work;
- (ii) where an employee in an establishment that normally closes on a public holiday absents himself on the working day before and the working day after a public holiday, the employer may require him to produce a medical certificate in respect of such absence from work;

- (iii) where an employee in an establishment that is normally open on a public holiday absents himself from work on the day preceding such public holiday and on that public holiday, or on such public holiday and the day succeeding such holiday, the employer may require the employee to produce a medical certificate in respect of such absence from work.
- (3) For the purposes of this clause, the expression—
 - (a) "employment" shall be deemed to include—
 - (i) any period during which an employee is absent—
 - (aa) on leave in terms of clause 9;
 - (ab) on the instructions or at the request of his employer;
 - (ac) on sick leave in terms of subclause (1);
 - (ad) with the consent or condonation of his employer;
 - (ae) for any reason not being in breach of the contract of employment; amounting in the aggregate, in any year, to not more than 10 weeks; and
 - (ii) any period during which an employee is absent doing military service:

Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service or absence or unpaid leave: Provided further that any period of employment an employee has had with the same employer immediately before the date of coming into operation of this Agreement shall, for the purposes of this clause, be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;
 - (b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Compensation for Occupational Injuries and Diseases Act, 1993, shall be regarded as incapacity only during any period in respect of which no disablement payment is payable in terms of that Act.
- (4) (a) For the purposes of this clause, "employer" includes—
 - (i) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
 - (ii) in the case of the insolvency of an employer or the liquidation of his estate or sale or transfer of his business, the trustee or liquidator or the new owner of the business, if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee:

Provided that where the previous employer gave his employee appropriate notice of termination of employment in writing, the new employer shall not be liable to pay any arrear remuneration.
- (b) Notwithstanding anything to the contrary in this subclause, when an employer sell his business and he and the purchaser make provision in written contract that the purchaser "takes over" the business with all assets and liabilities, or words to that effect, then the purchaser shall be liable to pay all arrear remuneration in terms of this clause.

11B. MATERNITY LEAVE

- (1) An employee shall be entitled to at least four consecutive months' unpaid maternity leave.
 - (a) This employee shall further be entitled to one month's maternity pay after she has returned to work, which she is to be paid after she has worked one full month.
- (2) An employee may commence maternity leave—
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to maternity leave for six weeks after the miscarriage or still birth whether or not the employee had commenced maternity leave at the time of the miscarriage or still birth.
- (5) An employee shall notify an employer in writing, unless the employee is unable to do so verbally, of the date on which the employee intends to—
 - (a) commence maternity leave; and
 - (b) return to work after maternity leave.

- (6) Notification in terms of subclause (5) shall be given—
 - (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable, but not less than two weeks before the commencement of maternity leave.
- (7) While an employee is on maternity leave the employer shall be entitled to employ in her stead a temporary employee, which temporary employee shall not be entitled to the status of a permanent employee (unless expressly agreed to in writing by both parties), nor will such employment be construed so as to create the expectation of employment beyond such period.
- (8) Protection of employees before and after birth of a child:
 - (a) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her unborn child.
 - (b) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer shall offer her suitable alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—
 - (i) the employee is required to perform night work that poses a danger to her health or safety or that of her child; and
 - (ii) it is practicable for the employer to do so.”.

10. CLAUSE 12: PROPORTION OR RATIO AND PROMOTIONS

Substitute the following for clause 12:

“12. PROPORTION OR RATIO AND PROMOTIONS

- (1) **Promotions:** All employees shall receive a rate for job performance with no discrimination on grounds of race, colour, sex or religion.
- (2) All employees shall be entitled to be promoted from within (subject to the inherent requirements of a position), with no discrimination on grounds of race, gender, colour or disablement.
- (3) **Independent contract waiters:** Employer not to abuse independent contract waiter claims to inhibit permanent employment.”.

11. CLAUSE 15: PROHIBITION ON EMPLOYMENT

Substitute the following for clause 15:

“15. PROHIBITION ON EMPLOYMENT

An employer shall not employ—

- (a) any person under the age of 15 years;
- (b) any female during the period commencing four weeks prior to the expected date of her confinement and ending eight weeks after the date of her confinement. (The employer may require the employee to provide a doctor's certificate); and
- (c) an alien without a valid work permit; and
- (d) a child in employment—
 - (i) that is inappropriate for a person of that age;
 - (ii) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.”.

12. CLAUSE 16: TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) Substitute the following for subclause (1):

“(1) For the purposes of this clause an employee shall be deemed to be—

- (a) a weekly employee, if his wages are paid weekly; and
- (b) a monthly employee, if his wages are paid otherwise than weekly.”.

- (2) Substitute the following for subclause (9):

“(9) An employee who is absent without permission for longer than five consecutive days without informing his employer thereof shall be liable to termination of this employment contract at the discretion of the employer, subject to the correct termination of employment contract procedure having been followed.”

13. CLAUSE 19. EXPENSES OF THE COUNCIL

- (1) Substitute the following for sub-clause (2):

- (2) A dispute resolution levy of R3,00 per employee per month shall be paid by each employee in respect of each employee the employer shall add the sum of R3,00 per month.”.

(2) Insert the following sub-clauses (6) and (7):

"(6) Provided that an employer who started operations before the date of coming into operation of this Agreement, but who has not paid the contribution shall be liable to pay all employee/employer contributions for a period not exceeding 12 months.

(7) Provided that, for the purposes of this clause—

an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided for in this Agreement."

(3) Insert the following clause 19A:

"19A. DEFAULT PAYMENTS

- (1) **Dishonoured cheques:** Whenever an employer pays any sum of money that is due to the Council in terms of this Agreement, in any manner other than in cash, and such payment is dishonoured for any reason whatsoever, then and in such event, a penalty shall be imposed on the employer, which penalty shall be equal to 10% or R100, whichever is the greater of the amount due. Any penalty plus the full amount originally due shall be payable in cash on demand.
- (2) **Legal costs:** Whenever it becomes necessary or expedient for the Council to institute legal action in a court of law for the recovery of any amounts of money due to either the Council, an employee or an employer in terms of subclause (1) but not paid over to the Council after having been requested then and in such event the debtor shall be liable for all legal costs incurred by the Council in the recovery of the amount due, including costs on an attorney and client scale in the event of a legal practitioner, an arbitrator or a collections agency having been instructed by the Council to collect the amount.
- (3) **Forfeiture of claimed amounts to Council:**
 - (a) Whenever the Council has claimed an amount owing to an employee or an ex-employee in terms of this Agreement and the amount was paid over to the Council but the employee or ex-employee failed to collect such amount from the Council within a period of three years (36 months), such amount will accrue to the general funds of the Council. It will then be accepted that the employee or ex-employee has waived all rights to such amount.
 - (b) The employee or ex-employee will have no further or alternate claim for the same amounts in terms of the Agreement against the employer.
- (4) **Indemnity clause:** The members of the Council, their alternates, the Executive Committee or their alternates or the Council officials shall not be liable for any debts and/or liabilities of the Council or any of its banking accounts or funds and they are hereby indemnified against all losses and/or expenses incurred or which may be incurred by them in the bona fide lawful execution or discharge of their duties."

14. CLAUSE 22. PROBATION PERIOD

Delete this clause.

15. CLAUSE 23. TRADE UNION SUBSCRIPTIONS

Delete this clause.

16. CLAUSE 24. EMPLOYERS' ORGANISATION SUBSCRIPTION

Substitute the following for clause 24.

"24. EMPLOYERS' ORGANISATION SUBSCRIPTIONS

Every employer who is a member of the employers' organisation shall, at the beginning of each new year or when an official of the association calls on them, pay the current subscription fees due by him to the said organisation, together with any arrears and/or post/bank such subscriptions to the employers' organisation and notify the organisation with proof of payment and submit a renewal form."

17. CLAUSE 25. DESIGNATED AGENT

(1) Insert the following subclauses (4) and (5):

"(4) Designated agents are authorised to collect council contributions both current and arrears.

- (5) The Council shall request all reasonable steps necessary to ensure compliance with this Agreement, if, whether through its own investigations or through any other sources, it appears that the provisions of this Agreement have been breached, then the following procedure shall apply to enforce compliance:
 - (i) The Council shall request a designated Agent to investigate the alleged breach.
 - (ii) Should there be a breach of this Agreement the designated Agent may endeavour to secure compliance with the Agreement through conciliation.

- (iii) At the end of the conciliation process, the designated agent shall submit to the Secretary of the Council a report as to the outcome of the conciliation.
- (iv) Upon receipt of the report, the Secretary of the Council may—
 - (i) refer the matter to arbitration; or
 - (ii) take such other steps as may be deemed reasonable.
- (v) The Secretary of the Council may apply to make the arbitration award an order of the Labour Court."

18. CLAUSE 28. SHOP STEWARDS LEAVE

Delete this clause.

19. CLAUSE 19. FAMILY RESPONSIBILITY LEAVE

Substitute the following for clause 29:

"29: FAMILY RESPONSIBILITY LEAVE"

An employee shall be entitled to five days paid leave per year. This leave may not be accumulated and must affect the employee's immediate family only, i.e. husband, wife or children. The employee shall supply positive proof, e.g. doctor's certificate or death certificate 11".

20. CLAUSE 32. PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

Delete this clause.

21. Insert the following clauses 33, 34 and 35:

"33. PROVIDENT FUND

The parties to the Council are to investigate and establish a provident fund within 6 months of the coming into operation of this Agreement. The contributions to this fund shall be 50% from the employee and 50% from the employer. Such fund shall be administered by a reputable company which is registered with the financial services board."

"34. EXHIBITION OF AGREEMENT

- (1) The parties agree that the English version of this Agreement shall determine the meaning and intention of the parties and be made available by the Council for inspection by any person at the Council's office between 08:15 and 15:00 on any working day.
- (2) A legible copy of this Agreement shall at all times be exhibited in a prominent place in every establishment and made available to any employee for perusal and discussion with the employer."

"35. RIGHTS AND OBLIGATIONS OF THE TRADE UNION

Subject to any arrangement which the individual trade unions and members of employers' organisations may agree to at plant level, the following provisions shall be applicable:

(1) Access

- (a) Union officials may hold meetings with employer representatives for the purposes of discussing this Agreement, issues that arise herefrom or any other matter of mutual interest: Provided that such meetings shall be held at a time and place that is mutually convenient to the employer representative and the trade union officials.
- (b) The employer and the trade union shall inform the other party in writing of the names and status of their respective representatives. No other person shall act on behalf of the employer or the trade union. The employer and the trade union shall agree to inform the other party of any changes to their representatives in writing.
- (c) In addition to the access specifically granted to the trade union officials in terms of this Agreement, a maximum of two union officials shall be entitled to have access to trade union representatives and union members during their lunch break, not more than once per calendar month. The date of such access shall be agreed upon between a union official and a representative of the employer.
- (d) Trade union officials shall not have access to trade union representatives and union members during their working hours unless they have obtained the written consent of a representative of the employer beforehand.
- (e) The employer shall specify the area at the premises which shall be used by trade union officials for the purposes of any meeting with trade union representatives and union members.

- (f) No meeting consisting of more than four trade union members shall be arranged either by trade union officials or trade union representatives at the premises during normal working hours, excluding lunch breaks, without the permission of a representative of the employer.

(2) Restriction on access

- (a) The activities of the trade unions and in particular those of trade union representatives referred to in this clause shall not interfere with the employer's operation and productivity and shall not exceed the limits and purposes of this Agreement.
- (b) Should such interference persist, the employer may, by written notice to the union, immediately vary or withdraw the access granted.
- (c) The trade unions shall comply with the security and safety regulations of the employer.

(3) Stop order facilities

- (a) The employer shall deduct union subscriptions from the wages of union members and shall account for and pay to the trade union on or before the 15th of each following month the aggregate amount deducted.
- (b) No subscription shall be deducted from the wages of a trade union member unless he signed a stop order authorising a specific deduction from his wages, and the stop order shall be lodged with the employer by the trade union until the employee has furnished proof of being a member of that union and employed in the sector.
- (c) A trade union member may authorise deductions to cease, subject to one month's notice, by addressing a written request to the employer and the trade union.
- (d) The employer shall not be responsible for the collection of any subscription which for any reason may be in arrears.
- (e) The employer shall submit a monthly remittance to the trade union reflecting the names of members in respect of whom deductions have been made, a copy of requests to revoke membership and the amounts/period for which deductions were made.
- (f) Where there has been a change in trade union subscriptions in accordance with the constitution of the trade union, one calendar month's written notice of such change shall be given by the trade union to the employer. Such notice shall be accompanied by a stop order signed by each trade union member authorising such increased deduction. The employer shall raise the deduction accordingly.

(4) Recognition and duties of trade union representatives

- (a) A trade union representative shall represent the trade union at the premises of the employer in accordance with the rights and obligations applicable to them as set out in this Agreement and any other agreements entered into between the employer and the trade union.
- (b) Any trade union representative shall be entitled to assist and represent union members in recording any grievance that the union members may have or at disciplinary hearings.
- (c) A trade union representative shall consult with the employer for the purpose of promoting cooperation and understanding and preventing the occurrence of grievances and disputes.
- (d) A trade union representative shall consult with the trade union members only during work breaks such as lunch intervals and without delaying the working process.
- (e) The trade union representatives shall at all times observe their terms and conditions of employment and shall be subject to the same disciplinary and performance standards as other employees.
- (f) If an employer has the facilities of a photocopier and fax machines, the employer may permit union representatives the reasonable use of such facilities under the supervision of management provided that permission has been obtained from management prior to the use of such facilities.

(5) Election of trade union representatives

- (a) Trade union representatives and their alternates shall be elected during normal working hours by union members in terms of this Agreement by secret ballot for a period of two years to represent them in terms of this Agreement, subject to the following:
 - (i) The election of trade union representatives and their alternates during working hours shall not disrupt the normal working processes and smooth running of the employer's business.
 - (ii) The election date and procedural detail for the election shall be agreed with the employer at least seven working days prior to the election date.

- (iii) The number of trade union representatives in respect of each place where the employer conducts its operations shall be as follows:

Number of trade union members	Number of shop stewards
10.....	One
10-50.....	Two
50-299.....	Two for the first 50, plus one for each additional 50 up to a maximum of seven
300-600.....	Seven for the first 300, plus one for every 100 additional members up to a maximum of 10

- (iv) Only trade union members in good standing may nominate trade union representatives and only union members in good standing in the interest group may be nominated and elected as trade union representatives or alternates. Candidates shall, nevertheless, have at least one year's continuous service with the employer.

- (b) A recognised trade union representative or alternate shall resign from office—

- (i) on being promoted or appointed to a managerial position: Provided that he shall resign not later than the effective date of his appointment or promotion: Provided further that he shall be free to decline or accept the promotion and shall not be victimised as a result of declining the promotion;
- (ii) on ceasing to be employed by the employer;
- (iii) on ceasing to be a member of the trade union;
- (iv) on resigning as a trade union representative or alternate; and/or
- (v) on receiving a written request for his resignation supported by the majority of trade union members in his constituency.

(6) Leave for trade union activities

- (a) Trade union representatives of a party to the Council may be granted eight days' paid training leave per annum by the employer to undergo training or attend a conference on any subject relevant to the performance of the functions of a trade union representative;
- (b) request for such leave shall be accompanied by written application from the trade union, giving seven days' notice and setting out the nature of such training or conference and name of the institution which will conduct such training: Provided that no days will be permitted on Fridays, Saturdays and Sundays or public holidays.

(7) Peace obligation: Neither an employer or a trade union or its members shall cause, sanction or participate in any strike or lock-out directed against the other party—

- (i) concerning any issue which is the subject matter of a substantive agreement during the period of such agreement and, in particular, where the issue has been negotiated at the Council and the collective agreement has been concluded in this regard; or
- (ii) concerning issues which are not the subject matter of a substantive agreement unless such industrial action forms part of the dispute resolving procedures; or
- (iii) during an arbitration or arising out of an arbitration award whether such arbitration is conducted by a private agency, the Commission for Conciliation, Mediation and Arbitration, the Labour Court or the Council.

(8) Internal Dispute Resolution Procedures

- (a) Where a dispute has been declared, the party declaring the dispute shall furnish written particulars of the dispute to the other party, this notice setting out the nature of the dispute and the proposed terms of settlement.
- (b) The party receiving the notice of dispute shall, within five working days of receipt thereof, notify the aggrieved party in writing of its response and shall further set out its proposed terms of settlement.
- (c) A meeting of the parties shall be convened within five working days of receipt by the aggrieved party of the other party's statement.
- (d) If agreement is not reached regarding the dispute or part thereof at the meeting held in terms of (c) above, then the parties may consider alternative methods of resolving the dispute, such as referral to conciliation or arbitration.
- (e) If the dispute remains unresolved after the exhaustion of these procedures either party may refer the dispute to the Bargaining Council for resolution in terms of the relevant method provided for in terms of the Act or, where the Act provides solely for the nature of the dispute to be resolved by the Commission for Conciliation, Mediation and Arbitration, to such Commission.

(9) Industrial action

- (a) Industrial action means strikes and lock-outs as defined in the Act and includes go-slows, pickets, overtime bans, work to rule and product boycotts.
- (b) No industrial action shall be taken by either party pending the exhaustion of relevant procedures of this Agreement and the Act.
- (c) If industrial action occurs contrary to the provisions hereof, then the guilty party shall immediately take reasonable steps to end the industrial action and the parties may agree to vary any of the stipulated time limits in this Agreement.

(10) Industrial action rules

- (a) Any industrial action engaged in by the union members shall be conducted in a peaceful and orderly manner.
- (b) Strikers shall not interfere with the conduct of the employer's business or with the employer's suppliers or customers and shall remain only on that part of the employer's premises where they cannot interfere with the normal activities of the firm and not within less than 20 m of any entrance or exit of the premises during the normal hours of work, observing, at all times, the employer's normal rules and regulations.

(11) Picketing

- (a) A trade union may authorise a picket by its members and supporters for the purpose of peacefully demonstrating in support of any protected strike or in opposition to any lock-out
- (b) Such a picket may be held in any place to which the public has access outside the premises of an employer or, with the permission of the employer, inside its premises. The employer shall undertake not to unreasonably withhold consent to its employees peacefully picketing within its premises.

- (12) Replacement labour:** The employer has the right to utilize replacement labour, save and except in circumstances where such employer has implemented a lock-out or except in circumstances where the lock-out is in response to a strike.

- (13) Severance pay:** The employee shall be entitled to one week's severance pay for each completed year of continuous service with that employer in instances where that employee was dismissed for reasons based on the employer's operational requirements, subject to section 196 (3) of the Act."

22. Insert the following Annexure G:

"ANNEXURE G**RULES FOR CONCILIATION AND ARBITRATING DISPUTES IN THE BARGAINING COUNCIL FOR THE TEAROOM, RESTAURANT AND CATERING TRADE, PRETORIA****ARRANGEMENT OF RULES****PART A: SERVING AND FILING DOCUMENTS**

- 1. Council addresses at which documents must be filed.
- 2. How to calculate time periods.
- 3. Who must sign documents.
- 4. How to serve documents on other parties.
- 5. How to prove that a document was served in terms of these rules.
- 6. How to file documents with the Council.
- 7. Documents and notices sent by registered post.
- 8. How to seek condonation for documents served late.

PART B: CONCILIATION OF DISPUTES

- 9. How to refer a dispute to the Council for conciliation.
- 10. What notice must the Council give of a conciliation hearing.
- 11. Council may seek to resolve dispute before a conciliation hearing.
- 12. What happens if a party fails to attend or is not represented at a conciliation hearing.
- 13. How to determine whether the Council may conciliate a dispute.
- 14. Issuing of a certificate in terms of section 135 (5).
- 15. Conciliation proceedings may not be disclosed.

PART C: CON-ARB

- 16. Conduct a con-arb in terms of section 191 (5A) of the Act.

PART D: ARBITRATIONS

17. How to request arbitration.
18. When parties may be directed to file statements.
19. When parties may be directed to hold a pre-arbitration conference.
20. What notice must the Council give of an arbitration hearing.
21. How to determine whether the commissioner may arbitrate a dispute.
22. How to postpone an arbitration.

PART E: RULES THAT APPLY TO CONCILIATIONS, ARBITRATIONS AND CON-ARBS

23. Who may represent a party at the Council.
24. How to join or substitute parties to proceedings.
25. How to correct the citation of a party.
26. When the Council may consolidate disputes.
27. Disclosure of documents.
28. What happens if a party fails to attend proceedings in rights disputes.
29. What happens if a party fails to attend proceedings in interest disputes.

PART F: APPLICATIONS

30. How to bring an application.
31. How to apply to vary or rescind arbitration awards or rulings.
32. How to refer a dismissal dispute to the Labour Court.

PART G: PRE-DISMISSAL ARBITRATIONS

33. How to request a pre-dismissal arbitration in terms of section 188A of the Act.

PART H: GENERAL

34. Unrepresented applicants without postal addresses and fax numbers.
35. Condonation for failure to comply with these Rules.
36. Recording of Council proceedings.
37. How to have a subpoena issued.
38. Payment of witness fees.
39. Taxation of bills of cost.
40. What words mean in these Rules.

PART A**SERVING AND FILING DOCUMENTS****1. Council addresses at which documents must be filed**

- (1) The addresses, telephone and telefax numbers of the offices of the Council are listed in Schedule One.
- (2) Documents may be filed with the Council only at those addresses or telefax numbers.

2. How to calculate time periods

- (1) For the purpose of calculating any period of time in terms of these Rules—
 - (a) “day” means any day of the week including Saturdays, Sundays and public holidays, but excludes the days from the 16th of December to the 7th of January, both days inclusive.

Example 1

Rule 7 refers to 7 days of the date the document was posted. If the document was posted on a Friday then the seven days would include the next Saturday and Sunday.

Example 2

Rule 7 refers to 7 days of the date the document was posted. If the date of postage was on a Friday, the 12th of December, the first four days would be counted (the days before the 16th) and the final three days would be counted from 7th of January—in other words the period would run from the 12th of December to the 10th of January;

- (b) the first day is excluded and the last day is included, subject to subrule (2).

Example 3

Rule 10 refers to a 14 days' notice period for conciliation. If notice was faxed on Thursday, 10 October, the conciliation must be scheduled on Friday, 25 October or any day thereafter.

- (2) The last day of any period must be excluded if it falls on a Saturday, Sunday, public holiday or on any day between 16 December and 7 January.

3. Who must sign documents

- (1) A document that a party must sign in terms of the Act or these Rules may be signed by the party or by a person entitled in terms of the Act or these Rules to represent that party in the proceedings.
- (2) If proceedings are jointly instituted or opposed by more than one employee, documents may be signed by an employee who is mandated by the other employees to sign documents. A list in writing, of the employees who have mandated the employee to sign on their behalf must be attached to the referral document.

4. How to serve documents on other parties

- (1) A party must serve a document on the other parties to a dispute—
- (a) by handing a copy of the document to—
 - (i) the person if that person is a party to the dispute;
 - (ii) a person authorised in writing to accept service on behalf of a party to the dispute;
 - (iii) a person who appears to be at least 16 years old and in charge of a party's place of residence, business or employment;
 - (b) by faxing or telexing a copy of the document to that party;
 - (c) by sending a copy of the document by registered post or telegram to the last-known address of the party or to an address chosen by the party to receive service.

5. How to prove that a document was served in terms of these rules

- (1) A party must prove to the Council that a document was served in terms of these Rules, by providing the Council or a commissioner—
- (a) with a copy of proof of mailing the document by registered post to the other party;
 - (b) with a copy of the telegram or telex communicating the document to the other party;
 - (c) with a copy of the telefax transmission report indicating the successful transmission to the other party of the whole document; or
 - (d) if a document was served by hand—
 - (i) with a copy of a receipt signed by, or on behalf of, the other party clearly indicating the name and designation of the recipient and the place, time and date of service; or
 - (ii) with a statement confirming service signed by the person who delivered a copy of the document to the other party or left it at any premises.
- (2) If proof of service in accordance with subrule (1) is provided, it is presumed, until the contrary is proved, that the party on whom it was served has knowledge of the contents of the document.
- (3) The Council may accept proof of service in a manner other than prescribed in these Rules, as sufficient.

6. How to file documents with the Council

- (1) A party must file documents with the Council—
- (a) by handing the document in at an office of the Council;
 - (b) by sending a copy of the document by registered post to the Council; or
 - (c) by faxing the document to the Council.
- (2) A document is filed with the Council when—
- (a) the document is handed to the office of the Council;
 - (b) a document sent by registered post is received by the Council; or
 - (c) the transmission of a fax is completed.

7. Documents and notices sent by registered post

Any document sent by registered post is presumed, unless the contrary is proved, to have been received by the person to whom it was sent seven days after it was posted.

8. How to seek condonation for documents served late

- (1) This rule applies to any document, including a referral or an application, served outside a time period prescribed by the Act or in these Rules.
- (2) A party must apply for condonation, in terms of rule 35, when serving the document on the Council.

- (3) An application for condonation must set out the grounds for seeking condonation and must include details of the following:
- (a) The degree of lateness;
 - (b) the reasons for the lateness and degree of fault;
 - (c) the referring parties' prospects of succeeding with the referral and obtaining the relief sought against the other party;
 - (d) any prejudice to the other parties; and
 - (e) any other relevant factors.

PART B

CONCILIATION OF DISPUTES

9. How to refer a dispute to the Council for conciliation

- (1) A party must refer a dispute to the Council for conciliation by completing the LRA Form 7.11 referral form and serving it on the Council.
- (2) The referring party must—
- (a) sign the referral form;
 - (b) attach written proof that the referral form was served on the other parties to the dispute;
 - (c) if the referral form is filed late, attach an application for condonation in accordance with rule 8.
- (3) The Council shall refuse to accept a referral until subrule (2) has been complied with

10. What notice must the Council give of a conciliation hearing

The Council must give the parties at least 14 days' notice in writing of a conciliation hearing, unless the parties agree to a shorter period of notice.

11. Council may seek to resolve dispute before a conciliation hearing

The Council commissioner may contact the parties by telephone or by other means prior to the commencement of the conciliation in order to seek to resolve the dispute.

12. What happens if a party fails to attend or is not represented at a conciliation hearing

If a party to a dispute fails to attend in person or be represented at a conciliation hearing, the Council commissioner may deal with it in terms of rule 28 and rule 29.

13. How to determine whether a commissioner may conciliate a dispute

If it appears during conciliation proceedings that a jurisdictional issue has not been determined, the commissioner must require the referring party to prove that the Council has the jurisdiction to conciliate the dispute through conciliation.

14. Issuing a certificate in terms of section 135 (5)

A certificate issued in terms of section 135 (5) that the dispute has or has not been resolved, must identify the nature of the dispute as described in the referral document or as identified by the commissioner during the conciliation process.

15. Conciliation proceedings may not be disclosed

- (1) Conciliation proceedings are private and confidential and are conducted on a without prejudice basis. No person may refer to anything said at conciliation proceedings during any subsequent proceedings, unless the parties agree in writing.
- (2) No person, including a commissioner, may be called as a witness during any subsequent proceedings in the Council or in any court to give evidence about what transpired during conciliation.

PART C

CON-ARB

16. Conduct of con-arb in terms of section 191 (5A) of the Act

- (1) The Council must give the parties at least 14 days' notice in writing that a matter has been scheduled for con-arb in terms of section 191 (5A) of the Act.
- (2) A party that intends to object to a dispute being dealt with in terms of section 191 (5A) must serve a written notice on the Council and the other party, at least seven days prior to the scheduled date in terms of subrule (1).
- (3) Subrule (2) does not apply to a dispute concerning—
- (a) the dismissal of an employee for any reason related to probation; or
 - (b) an unfair labour practice relating to probation.

- (4) If the respondent party fails to appear to be represented at a hearing scheduled in terms of subrule (1), the Council commissioner must conduct the con-arb on the date specified in the notice issued in terms of subrule (1) or adjourn the proceedings till a later date.
- (5) Subrule (4) applies irrespective of whether a party has lodged a notice of objection in terms of subrule (2).
- (6) The provisions of the Act and these Rules that are applicable to conciliation and arbitration, respectively, apply, with the changes required by the context, to con-arb proceedings.
- (7) If the arbitration does not commence on the dates specified in terms of the notice referred to in subrule (1) the Council must schedule the matter for arbitration either in the presence of the parties or by issuing a notice in terms of rule 20.

PART D

ARBITRATIONS

[Part D does not apply to arbitrations in respect of failure to comply with the provisions of a collective agreement in terms of section 33A (4) of the Act]

17. How to request arbitration

- (1) A party may request the Council to arbitrate a dispute by delivering a document in the form of Annexure LRA 7.13 ("the referral document").
- (2) The referring party must—
 - (a) sign the referral document in accordance with rule 3;
 - (b) attach to the referral document written proof that the referral document was served on the other parties to the dispute in accordance with rule 5; and
 - (c) if the referral document is served out of time, attach an application for condonation in accordance with rule 8.
- (3) The Council must refuse to accept a referral document until subrule (2) has been complied with.
- (4) This rule does not apply to con-arb proceedings held in terms of section 191 (5A).

18. When parties may be directed to file statements

- (1) The Council or a Council commissioner may direct—
 - (a) the referring party in an arbitration to file a statement of case within a specified time period; and
 - (b) the other parties to file an answering statement within a specified time period.
- (2) A statement in terms of subrule (1) must—
 - (a) set out the material facts upon which the party relies and the legal issues that arise from the material facts;
 - (b) be filed within the time period specified by the Council or the Council commissioner.

19. When parties may be directed to hold a pre-arbitration conference

The parties to an arbitration must hold a pre-arbitration conference dealing with the matters referred to in rule 18 (2) above if directed to do so by the Secretary of the Council.

20. What notice must the Council give of an arbitration hearing

The Council must give the parties at least 21 days' notice in writing of an arbitration hearing, unless the parties agree to a shorter period.

21. How to determine whether a commissioner may arbitrate a dispute

If during the arbitration proceedings it appears that a jurisdictional issue has not been determined, the commissioner must require the referring party to prove the Council has jurisdiction to arbitrate the dispute.

22. How to postpone an arbitration

- (1) The Council must postpone an arbitration without the parties appearing if—
 - (a) all the parties to the dispute agree in writing to the postponement; and
 - (b) the written agreement for the postponement is received by the Council more than seven days prior to the scheduled date of the arbitration; and
 - (c) there are compelling reasons to postpone.
- (2) Any party may apply in terms of rule 22 to postpone an arbitration, by serving an application on the other parties to the dispute and filling a copy with the Council 7 days before the scheduled date of the arbitration.
- (3) A formal application may be made for a postponement on the day of Arbitration but only in exceptional circumstances. The Commissioner has the discretion to award costs for such a postponement.

PART E**RULES THAT APPLY TO CONCILIATIONS, ARBITRATIONS AND CON-ARBS****23. Who may represent a party at the Council**

- (1) A party may appear in person at any proceedings before the Council or be represented by—
 - (a) a legal practitioner;
 - (b) a member, official or office bearer of a registered trade union;
 - (c) an official or office bearer of a registered employers' organisation, or registered employer federation of which the party was a member at the time the dispute arose;
 - (d) a director, employee, trustee or partner in a partnership of that party;
 - (e) if proceedings are brought or opposed by more than one party, another party to the dispute.
- (2) Notwithstanding subrule (1) (a), if the dispute is about the fairness of a dismissal and a party has alleged that the reason for the dismissal relates to the employee's conduct or incapacity, the parties are not entitled to be represented by practising lawyers in the proceedings unless—
 - (a) the Council commissioner and the other parties consent;
 - (b) the Council commissioner concludes that it is unreasonable to expect the party to deal with the dispute without legal representation, after considering—
 - (i) the nature of the questions of law raised by the dispute;
 - (ii) the complexity of the dispute;
 - (iii) the public interest; and
 - (iv) the comparative ability of the opposing parties or their representatives to deal with the dispute.

24. How to join or substitute parties to proceedings

- (1) The Council or a Council commissioner may join any number of persons as parties in proceedings, if the right to relief depends on substantially the same question of law or fact.
- (2) A Council commissioner may make an order joining any person as a party in the proceedings if the party to be joined has a substantial interest in the subject matter of the proceedings.
- (3) A Council commissioner may make an order in terms of subrule (2) —
 - (a) of the Council commissioner's own accord;
 - (b) on application by a party; or
 - (c) if a person entitled to join the proceedings applies at any time during the proceedings to intervene as a party.
- (4) An application in terms of this rule must be made in terms of rule 30.
- (5) If in any proceedings it becomes necessary to substitute a person for an existing party, any party to the proceedings may apply to the Council for an order substituting that person for an existing party, and a Council commissioner may make such order or give appropriate directions as to the further procedure in the proceedings.
- (6) An application to join any person as a party to proceedings or to be substituted for an existing party must be accompanied by copies of all documents previously delivered, unless the person concerned or that person's representative is already in possession of the documents.
- (7) Subject to any order made in terms of subrules (2) and (5), a joinder or a substitution in terms of this rule does not affect any steps already taken in the proceedings.

25. How to correct the citation of a party

If a party to any proceedings has been incorrectly or defectively cited, the Council may, on application and on notice to the parties concerned, correct the error or defect.

26. When the Council may consolidate disputes

The Council or a Council commissioner, of its own accord or on application, may consolidate more than one dispute so that the disputes may be dealt with in the same proceedings.

27. Disclosure of documents

Any party may request a Council commissioner to make an order requiring any other party to the dispute to disclose all relevant documents.

28. What happens if a party fails to attend proceedings in rights disputes

- (1) In a rights dispute, if a party to a dispute fails to attend or be represented at any proceedings before the Council, and that party—
 - (a) has referred the dispute to the Council, a Council commissioner may dismiss the matter by making an order; or
 - (b) has not referred the matter to the Council, the Council commissioner may—
 - (i) continue with the proceedings in the absence of that party; or
 - (ii) adjourn the proceedings to a later date.
- (2) A Council commissioner must be satisfied that the party has been properly notified of the date, time and venue of the proceedings, before making any decision in terms of subrule (1).
- (3) If a matter is dismissed, the Council must send a copy of the ruling to the parties.

29. What happens if a party fails to attend proceedings in interest disputes

- (1) In an interest dispute, if a party to the dispute fails to attend the conciliation hearing or be represented at the hearing, and that party—
 - (a) has referred the dispute to the council, a Council commissioner may extend the conciliation period for another thirty days and notify the parties of the extension in writing; or
 - (b) has not referred the dispute to the Council, the Council commissioner may immediately issue a certificate stating that the dispute remains unresolved.
- (2) A council commissioner must be satisfied that the party has been properly notified of the date, time and venue of the proceedings, before making any decision in terms of subrule (1).

PART F**APPLICATIONS****30. How to bring an application:**

- (1) An application must be brought on notice to all persons who have an interest in the application.
- (2) The party bringing the application must sign the notice of application and must state—
 - (a) the title of the matter;
 - (b) the case number assigned to the matter by the Council;
 - (c) the relief sought;
 - (d) the address at which the party delivering the document will accept delivery of all documents and proceedings;
 - (e) that any party that intends to oppose the matter must deliver a notice of opposition and answering affidavit within 14 days after the application has been delivered to it;
 - (f) that the application may be heard in the absence of a party that does not comply with subparagraph (d);
 - (g) a schedule listing the documents that are material and relevant to the application.
- (3) The application must be supported by an affidavit that must clearly and concisely set out—
 - (a) the names, description and addresses of the parties;
 - (b) a statement of the material facts, in chronological order, on which the application is based, in sufficient detail to enable any person opposing the application to reply to the facts;
 - (c) a statement of legal issues that arise from the material facts, in sufficient detail to enable any party to reply to the document;
 - (d) if the application is filed outside the relevant time period, grounds for condonation in accordance with rule 8; and
 - (e) if the application is brought urgently, the circumstances why the matter is urgent and the reasons why it cannot be dealt with in accordance with the time frames prescribed in these Rules.
- (4)
 - (a) Any party opposing the application may deliver a notice of opposition and an answering affidavit within 14 days from the day on which the application was served on that party.
 - (b) A notice of opposition and an answering affidavit must contain, with the changes required by the context, the information required by subrules (2) and (3), respectively.

- (5) (a) The party initiating the proceedings may deliver a replying affidavit within seven days from the day on which any notice of opposition and answering affidavit are served on it.
- (b) The replying affidavit must address only issues raised in the answering affidavit and may not introduce new issues of fact or law.
- (6) A Council commissioner may permit the affidavits referred to in this rule to be substituted by a written statement.
- (7) In an urgent application, the Council or a Council commissioner may—
 - (a) dispense with the requirements of this rule; and
 - (b) grant an order only against a party that has had reasonable notice of the application.
- (8) (a) The Council may allocate a date for a hearing of the application once a replying affidavit has been delivered, or once the time limit for delivering a replying affidavit has lapsed, whichever occurs first.
- (b) The Council must notify the parties of the date, time and place of the hearing of the application.
- (c) Applications may be heard on a motion roll on a day determined by the Council.
- (9) Notwithstanding this rule, the Council or a Council commissioner may determine an application in any manner it deems fit.

31. How to apply to vary or rescind arbitration awards or rulings

- (1) An application for the variation or rescission of an arbitration award or ruling must be made within 14 days of the date on which the applicant became aware of—
 - (a) the arbitration award or ruling; or
 - (b) a mistake common to the parties to the proceedings.
- (2) A ruling made by a Council commissioner, which has the effect of a final order, will be regarded as a ruling for the purposes of this rule.

32. How to refer a dismissal dispute to the Labour Court

- (1) An application in terms of section 191 (6) of the Act to refer a matter to the Labour Court, must be made within 14 days of the dispute being certified unresolved in conciliation.
- (2) Notwithstanding subrule (1), a party that requests arbitration may not thereafter make an application in terms of section 191 (6).
- (3) The application must state the grounds on which a party relies in requesting that the dispute be referred to the Labour Court.
- (4) If any party to the dispute objects to the matter being referred to the Labour Court, that party must state the grounds for the objection within seven days of receipt of the application.
- (5) The Council must notify the parties of its decision in terms of section 191 (8) within 14 days of receiving the objection.

PART G

PRE-DISMISSAL ARBITRATIONS

33. How to request a pre-dismissal arbitration in terms of section 188A of the Act

- (1) An employer requesting the Council to conduct a pre-dismissal arbitration, must do so by delivering a completed referral form to the Council.
- (2) The employee must sign the referral form consenting to pre-dismissal arbitration. If an employee has consented in terms of section 188 A (4) (b), the referral form does not have to be signed by the employee, but the copy of the contract containing the consent must be attached to the form.
- (3) When filing the referral form, the employer must pay the prescribed fee to the Council. Payment of the fee may be made only by—
 - (a) bank guaranteed cheque; or
 - (b) electronic transfer into the bank account of the Council.
- (4) Within 14 days of receiving a request in terms of subrule (1) and payment of the prescribed fee, the Council must notify the parties to the pre-dismissed arbitration of when and where the pre-dismissal arbitration will be held.
- (5) Unless the parties agree otherwise, the Council must give the parties at least 14 days' notice of the commencement of the pre-dismissal arbitration.

- (6) The Council will be required to refund a fee paid in terms of subrule (3), only if the Council is notified of the resolution of the matter prior to issuing a notice in terms of subrule (4).

PART H

GENERAL

34. *Unrepresented applicants without postal addresses and fax numbers*

- (1) An unrepresented applicant who intends to refer a dispute to the Council and who does not have a postal address or fax number must hand-deliver the referral form to the Council.
- (2) If a referral form is received by hand delivery by an unrepresented applicant, the Council must provide the applicant with a case number and written instructions to contact the Council by telephone or in person, within seven days of the date of referral, in order for the Council to notify the applicant of the details of the hearing.
- (3) The administrator who notifies the applicant of the hearing in terms of subrule (2) must record on the case file and on the case management system that the applicant has been notified of the details of the hearing.
- (4) The record made in terms of subrule (3) will constitute proof that the applicant was notified of the hearing.

35. *Condonation for failure to comply with these Rules*

The Council or a Council commissioner may condone any failure to comply with the time frames in these Rules, on good cause shown.

36. *Recording of Council proceedings*

- (1) The Council must keep a record of—
 - (a) any evidence given in an arbitration hearing;
 - (b) any sworn testimony given in any proceedings before the Council; and
 - (c) any arbitration award or ruling made by a Council commissioner.
- (2) The record may be kept by legible handwritten notes or by means of an electronic recording.
- (3) A party may request a copy of the transcript of a record or a portion of a record kept in terms of subrule (2), on payment of the costs of the transcription.
- (4) After the person who makes the transcript of the record has certified that it is correct, the record must be returned to the Council.
- (5) The transcript of a record certified correct in terms of subrule (4) is presumed to be correct, unless the Labour Court decides otherwise.

37. *How to have a subpoena issued*

- (1) Any party who requires the Council or a Council commissioner to subpoena a person in terms of section 142 (1) of the Act, must file a completed subpoena form, requesting a subpoena, together with a written substantiation setting out why the evidence of the person to be subpoenaed is necessary.
- (2) A party requesting the Council to waive the requirement for the party to pay witness fees in terms of section 142 (7) (c) must set out the reasons for the request in writing at the time of requesting the Council to issue a subpoena in respect of that witness.
- (3) A request in terms of subrule (1) must be filed with the Council at least ten days before the arbitration hearing, or as directed by the Council commissioner hearing the arbitration.
- (4) The Council or a Council commissioner may refuse to issue a subpoena if—
 - (a) the party does not establish why the evidence of the person is necessary;
 - (b) the party subpoenaed does not have a reasonable period in which to comply with the subpoena;
 - (c) the Council or a Council commissioner is not satisfied that the party has made arrangements to pay the witness fees and the reasonable travel costs of the person subpoenaed.
- (5) A subpoena must be served on the witness subpoenaed—
 - (a) by the person who has requested the subpoena or by the Sheriff, at least seven days before the scheduled date of the arbitration;
 - (b) and if so directed by the Council, accompanied by payment of the prescribed witness fees for one day in accordance with the tariff of allowances published by notice in the *Gazette* in terms of section 142 (7) of the Act and the witnesses' reasonable travel costs.
- (6) Subrules 4 (c) and 5 (b) do not apply if the Council, in terms of section 142 (7) (c), has waived the requirement for the party to pay witness fees.

38. Payment of witness fees

- (1) A witness subpoenaed in any proceedings in the Council must be paid a witness fee in accordance with the tariff of allowances published by notice in the *Gazette* in terms of section 142 (7) of the Act.
- (2) The witness fee must be paid by—
 - (a) the party who requested the Council to issue the subpoena; or
 - (b) the Council, if the issue of the subpoena was not requested by a party or if the Council waives the requirement to pay witness fees in terms of section 142 (7) (c).
- (3) Notwithstanding subrule (1), the Council commissioner may, in appropriate circumstances, order that a witness receive no fee or only part of the prescribed fee.

39. Taxation of bills of cost

- (1) The basis on which a Council commissioner may make an order as to costs in any arbitration is regulated by section 138 (10) of the Act.
- (2) The Secretary of the Council may appoint taxing officers to perform the functions of a taxing officer in terms of these Rules.
- (3) The taxing officer must tax any bill of costs for services rendered in connection with proceedings in the Council, on Schedule A of the prescribed Magistrate's Courts tariff, in terms of the Magistrate's Courts Act, No. 32 of 1944, unless the parties have agreed to a different tariff.
- (4) At the taxation of any bill of costs, the taxing officer may call for any book, document, paper or account that in the taxing officer's opinion is necessary to properly determine any matter arising from the taxation.
- (5) Any person requesting a taxation must complete a referral form requesting taxation and must satisfy the taxing officer—
 - (a) of that party's entitlement to be present at the taxation; and
 - (b) that the party liable to pay the bill has received notice of the date, time and place of the taxation.
- (6) Notwithstanding subrule (4), notice need not be given to a party—
 - (a) who failed to appear or to be represented at the hearing; or
 - (b) who consented in writing to the taxation taking place in that party's absence.
- (7) Any decision by a taxing officer is subject to review by the Labour Court.

40. What words mean in these Rules

Any expression in these Rules that is defined in the Labour Relations Act, 1995 (Act No. 66 of 1995), has the same meaning as in that Act and—

"Act" means the Labour Relations Act, 1995 (Act No. 66 of 1995), and includes any regulation made in terms of that Act;

"con-arb" means proceedings held in terms of section 191 (5A) of the Act, where an arbitration commences immediately after certifying that the dispute remains unresolved in conciliation;

"Council" means the Bargaining Council for the Tearoom, Restaurant and Catering Trade, Pta registered in terms of section 29 of the Act;

"Council commissioner" means an individual appointed by the Council to resolve disputes;

"deliver" means serve on other parties and file with the Council;

"dispute of interest" means any dispute concerning a matter of mutual interest; excluding any dispute that a party has the right to refer to arbitration or to the Labour Court under the Act, a collective agreement or an arbitration agreement;

"dispute of right" means a legal claim to which a party in the employment relationship is entitled by virtue of the employment contract, a collective agreement, a statute or the common law;

"Director" means the Director of the Commission appointed in terms of section 118 of the Act, and includes any person delegated by the Director to perform any of the functions of the director;

"file" means to lodge with the Council in terms of rule 6;

"Labour Court" means the Labour Court established by section 151 of the Act and includes any judge of the Labour Court;

"party" means any party to proceedings before the Council;

"legal practitioner" means a practicing advocate, a practising attorney and a candidate attorney;

"public holiday" means a public holiday referred to in section 1 of the Public Holidays Act, 1994 (Act No. 36 of 1994).

These currently include—

- 1 January, New Year's Day
- 21 March, Human Rights Day
- Easter Friday and Monday
- 27 April, Freedom Day
- 1 May, Worker's Day
- 16 June, Youth Day
- 9 August, National Woman's Day
- 24 September, Heritage Day
- 16 December, Day of Reconciliation
- 25 December, Christmas Day
- 26 December, Day of Goodwill

"Rules" means these rules;

"Secretary" means secretary of the Council;

"serve" means to serve in accordance with rule 5 and "service" has a corresponding meaning; and

"taxing officer" means any competent person appointed by the Secretary in terms of rule 39.

SCHEDULE 1

The Secretary
SALU/SAAU Building
4th Floor, Suite 401
255 Schoeman Street
PRETORIA
0002

P.O. Box 1256
PRETORIA
0001

Tel. (012) 322-3493
Tel. (012) 322-3194
Fax: (012) 322-3845
E-mail: caterc@mweb.co.za

23. Substitute the following for Annexure D:

"ANNEXURE D

(See clause 30 Registration of Employers)

REGISTRATION OF ALL EMPLOYERS AND SUBSEQUENT NOTIFICATION OF CHANGES

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

The Secretary
Bargaining Council for the Tearoom, Restaurant and Catering Trade
P.O. Box 1256
PRETORIA
0001

Tel. (012) 322-3493
Tel. (012) 322-3194
Fax: (012) 322-3845

Dear Sir

In accordance with clause 30 of the Bargaining Council Agreement, I hereby furnish the following particulars in connection with the business or the changes of particulars:

1. Name of business in full
2. Street address
3. P.O. Box Tel. No.:
- Fax No. E-mail:

4. Name of owner/s

Home address

Name of partner/s Tel. No.

Home address/es

State whether: Sole owner Partnership Company

If a Company:

(a) Registered Name

(b) Address of head office

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

Restaurant With/without liquor licence

Steakhouse State type of liquor licence held

Roadhouse Café Fish and chips

Snack bar/take-away foods Function caterer Other

No. of employees

Date of commencement of business

Date

.....
Signature of employer or authorised person

PARTICULARS OF FORMER OWNER

Previous name of business Tel. No.

Home address

Bookkeeper Tel. No.

NATIONAL TREASURY NACIONALE TESOURIE

No. R. 794

12 August 2005

DETERMINATION OF AMOUNTS FOR PURPOSES OF THE MILITARY PENSIONS ACT, 1976 (ACT 84 OF 1976)

1. The Minister of Finance has, in terms of the provisions of sections 1 and 5 of the Military Pensions Act, 1976 (Act 84 of 1976), read with section 3 (2) of the Act, determined that, with effect from 1 April 2005—
 - (a) for the purposes of formula I as defined in section 1 of the said Act, factor A of the said formula shall represent an amount—
 - (i) mentioned in the Schedule; or
 - (ii) the amount as determined by the Director-General to a minimum of **R39 635.64**, according to which one of the said amounts is the most advantageous to the member;
 - (b) for the purposes of formula II, as defined in section 1 of the said Act, factor C of the said formula shall represent the amount of **R6 579.36**, and
 - (c) the gratuity payable to the member who suffers from a pensionable disability which has in terms of the said Act been determined at 10 per cent or less shall be **R4 386.00**;
 - (d) the gratuity payable to a member who suffers from a pensionable disability which has in terms of the said Act been determined at more than 10 per cent but less than 20 per cent shall be **R8 772.00**.
2. All members who are in possession of a three-year bachelor's degree or a matriculation certificate and who have, immediately prior to 1 April 1998, received an amount as contemplated in paragraph 1 (a) of Government Notice No. R.1280 of 3 October 1997 shall receive an amount as set out in the Schedule.
3. Government Notice No. R1289 of 5 November 2004 is hereby withdrawn.

T A Manuel (MP)
Minister of Finance

SCHEDULE OF ANNUAL PENSIONS

Percentage disablement	Basic pension	Matriculation certificate	Three- year bachelor's degree
100	39 635.64	42 587.28	51 898.56
90	35 671.92	38 328.72	46 708.56
80	31 708.56	34 069.80	41 518.92
70	27 744.84	29 811.12	36 329.04
60	23 781.48	25 552.68	31 139.40
50	19 817.88	21 293.76	25 949.52
40	15 854.28	17 034.84	20 759.40
30	11 890.80	12 776.28	15 569.40
20	7 926.96	8 517.36	10 379.64

No. R. 794

12 Augustus 2005

BETALING VAN BEDRAE VIR DOELEINDES VAN DIE WET OP MILITÊRE PENSIOENE, 1976 (WET 84 VAN 1976)

1. Die Minister van Finansies het kragtens die bepalings van artikels 1 en 5 van die Wet op Militêre Pensioene, 1976 (Wet 84 van 1976), saamgelees met artikel 3 (2) van die Wet, met ingang van 1 April 2005—
 - (a) vir die doeleindes van formule I, soos omskryf in artikel 1 van vermelde Wet, faktor A van bedoelde formule I, 'n bedrag voorstel—
 - (i) die toepaslike bedrag volgens die Bylae; of
 - (ii) die bedrag soos deur die Direkteur-generaal bepaal tot 'n minimum van **R39 635.64**; na gelang van watter een van sodanige bedrae vir die lid die voordeligste is;
 - (b) vir die doeleindes van formule II, soos omskryf in artikel 1 van vermelde Wet, faktor C van bedoelde formule die bedrag van **R6 579.36** voorgestel; en
 - (c) die gratifikasie betaalbaar aan 'n lid wat ly aan 'n pensioengewende ongeskiktheid wat ingevolge vermelde Wet op 10 persent of minder vasgestel is, bedra **R4 386.00**;
 - (d) die gratifikasie betaalbaar aan 'n lid wat ly aan 'n pensioengewende ongeskiktheid wat ingevolge vermelde Wet op meer as 10 persent en minder as 20 persent vasgestel is, bedra **R8 772.00**.
2. Alle lede wat in besit van 'n driejarige baccalaureusgraad of 'n matrikulasie sertifikaat is en wat onmiddellik voor 1 April 1998 'n bedrag bedoel in paragraaf 1 (a) van Goewermentskennisgewing No. R.1280 van 3 Oktober 1997 ontvang het, moet 'n bedrag soos uiteengesit in die Bylae ontvang.
3. Goewermentskennisgewing No. R1289 van 5 November 2004 word hierby herroep.

T A Manuel (LP)
Minister van Finansies

BYLAE VAN JAARLIKSE PENSIOENE

Persentasie ongeskiktheid	Basiese pensioen	Matrikulasie-sertifikaat	Driejarige baccalaureus-graad
100	39 635.64	42 587.28	51 898.56
90	35 671.92	38 328.72	46 708.56
80	31 708.56	34 069.80	41 518.92
70	27 744.84	29 811.12	36 329.04
60	23 781.48	25 552.68	31 139.40
50	19 817.88	21 293.76	25 949.52
40	15 854.28	17 034.84	20 759.40
30	11 890.80	12 776.28	15 569.40
20	7 926.96	8 517.36	10 379.64

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DIE WEERBURU: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME



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