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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 397

22 February 1985

LABOUR RELATIONS ACT, 1956

**TEAROOM, RESTAURANT AND CATERING TRADE,
WITWATERSRAND.—MAIN AGREEMENT**

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 March 1985 and for the period ending 29 February 1988, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) (a), and 21, shall be binding, with effect from 1 March 1985 and for the period ending 29 February 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 2 of the said Agreement.

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

SCHEDULE

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

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

Catering, Restaurant and Tearoom Association

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

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

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 397

22 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

**TEEKAMER, RESTOORANT- EN SPYSENIERSBEDRYF,
WITWATERSRAND.—HOOFOOREENKOMS**

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Maart 1985 en vir die tydperk wat op 29 Februarie 1988 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) (a) en 21, met ingang van 1 Maart 1985 en vir die tydperk wat op 29 Februarie 1988 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 2 van genoemde Ooreenkoms gespesifiseer.

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

BYLAE

DIE NYWERHEIDSRaad VIR DIE TEEKAMER-, RESTOORANT- EN SPYSENIERSBEDRYF (WITWATERSRAND)

OOREENKOMS

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

Catering, Restaurant and Tearoom Association

(voorheen die Tearoom, Restaurant Proprietors' and Caterers' Association) (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

9604—1

Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union

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

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

INDEX TO AGREEMENT

	Page
Clause 1.—Period of operation of Agreement	2
Clause 2.—Scope of application of Agreement	2
Clause 3.—Definitions	3
Clause 4.—Wages	7
Clause 5.—Payment of remuneration	11
Clause 6.—Public holidays, half-holidays and Sundays	13
Clause 7.—Uniforms, overalls and protective clothing	13
Clause 8.—Hours of work	13
Clause 9.—Overtime and overtime pay	15
Clause 10.—Special function casual employees	16
Clause 11.—Ratio	16
Clause 12.—Termination of employment	17
Clause 13.—Sick leave	18
Clause 14.—Annual leave	19
Clause 15.—Meals, transport and prohibited employment	21
Clause 16.—Records to be maintained	22
Clause 17.—Registration of employers and employees	23
Clause 18.—Certificate of service	23
Clause 19.—Expenses of Council	23
Clause 20.—Trade union facilities	24
Clause 21.—Agents	24
Clause 22.—Exhibition of Agreement	24
Clause 23.—Provision of Annexures	24
Clause 24.—Ultra vires	24
Clause 25.—Exemptions	25

1. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act, and shall remain in force for the period ending 29 February 1988 or for such period or periods as may be determined by him.

2. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of Krugersdorp (including those portions of the Magisterial Districts of Randfontein and Koster which, prior to the publication of Government Notices 2546 of 5 December 1947 and 1105 of 26 July 1963, respectively, fell within the Magisterial District of Krugersdorp, but excluding that portion which, prior to the publication of Government Notice 749 of 19 May 1961, fell within the Magisterial District of Randfontein), Roodepoort (including that portion of the Magisterial District of Westonaria which was transferred from the Magisterial District of Roodepoort in terms of Government Notice 1476 of 30 September 1966), Johannesburg, Alberton, Germiston, Boksburg (excluding that portion which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Benoni, Brakpan (including that portion of the Magisterial District of Heidelberg which, prior to the publication of Government Notice 2095 of 27 November 1970, fell within the Magisterial District of Brakpan, but excluding those portions which were transferred from the Magisterial District of Nigel in terms of Government Notices 498 of 1 April 1966 and 871 of 26 May 1972 and excluding that portion which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Springs, Delmas, Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970) and Randburg [excluding that portion which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974) fell within the Magisterial District of Pretoria and excluding any portions which, prior to 1 January 1975 (Government Notice 2152 of 22 November 1974), fell within the Magisterial District of Kempton Park but which, prior to 29 March 1956 (Government Notice 556 of 29 March 1956) and 1 November 1970 (Government Notice 1618 of 2 October 1970), fell within the Magisterial District of Pretoria].

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

Witwatersrand Tearoom, Restaurant and Catering Trade Employees' Union

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

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

INHOUDSOPGAWE VAN OOREENKOMS

	Bladsy
Klousule 1.—Geldigheidsduur van Ooreenkoms	2
Klousule 2.—Toepassingsbestek van Ooreenkoms	2
Klousule 3.—Woordomskeywing	3
Klousule 4.—Lone	7
Klousule 5.—Betalings van besoldiging	11
Klousule 6.—Openbare vakansiedae, vakansiehelfdae en Sondae	13
Klousule 7.—Uniforms, oorpakke en beskermende klere	13
Klousule 8.—Werkure	13
Klousule 9.—Oortyd en besoldiging vir oortyd	15
Klousule 10.—Los werknemers by spesiale funksies	16
Klousule 11.—Getalshverhouding	16
Klousule 12.—Diensbeëindiging	17
Klousule 13.—Siekteverlof	18
Klousule 14.—Jaarlikse verlof	19
Klousule 15.—Etes, vervoer en verbode indiensneming	21
Klousule 16.—Registers wat bygehou moet word	22
Klousule 17.—Registrasie van werkgevers en werknemers	23
Klousule 18.—Dienssertifikaat	23
Klousule 19.—Uitgawes van die Raad	23
Klousule 20.—Vakvereniging geriewe	24
Klousule 21.—Agente	24
Klousule 22.—Vertoning van Ooreenkoms	24
Klousule 23.—Verskaffing van Aanhangsels	24
Klousule 24.—Ultra vires	24
Klousule 25.—Vrystellings	25

1. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat kragtens artikel 48 van die Wet deur die Minister van Mannekrag vasgestel word, en bly van krag vir die tydperk wat op 29 Februarie 1988 eindig, of vir sodanige tydperk of tydperke as wat deur hom bepaal word.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(a) deur alle werkgevers wat lede is van die werkgeversorganisasie en deur alle werknemers wat lede is van die vakvereniging;

(b) in die landdrostrikte Krugersdorp (met inbegrip van daardie gedeeltes van die landdrostrikte Randfontein en Koster wat voor die publikasie van onderskeidelik Goewermentskennisgewings 2546 van 5 Desember 1947 en 1105 van 26 Julie 1963 binne die landdrostrik Krugersdorp geval het, maar uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 749 van 19 Mei 1961 binne die landdrostrik Randfontein geval het), Roodepoort (met inbegrip van daardie gedeelte van die landdrostrik Westonaria wat ingevolge Goewermentskennisgewing 1476 van 30 September 1966 vanaf die landdrostrik Roodepoort oorgeplaas is), Johannesburg, Alberton, Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Benoni, Brakpan (met inbegrip van daardie gedeelte van die landdrostrik Heidelberg wat voor die publikasie van Goewermentskennisgewing 2095 van 27 November 1970 binne die landdrostrik Brakpan geval het, maar uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 498 van 1 April 1966 en 871 van 26 Mei 1972 vanaf die landdrostrik Nigel oorgeplaas is en uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrostrik Heidelberg geval het), Springs, Delmas, Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 vanaf die landdrostrik Pretoria oorgeplaas is) en Randburg [uitgesonderd daardie gedeelte wat voor 1 Januarie 1975 (Goewermentskennisgewing 2152 van 22 November 1974) binne die landdrostrik Pretoria geval het en uitgesonderd die gedeeltes wat voor 1 Januarie 1975 (Goewermentskennisgewing 2152 van 22 November 1974) binne die landdrostrik Kempton Park geval het maar wat voor 29 Maart 1956 (Goewermentskennisgewing 556 van 29 Maart 1956) en 1 November 1970 (Goewermentskennisgewing 1618 van 2 Oktober 1970) binne die landdrostrik Pretoria geval het].

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

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendment to such Act and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

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

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

“barman” means an employee, other than counterhand, waiter or wine steward, engaged in the supply of liquor over or from a bar or bar counter to the staff or to customers and who may accept payment therefor, and who may be responsible for bar stock;

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

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

“caller” means an employee who is engaged in transmitting orders to kitchen staff and who may prepare trays for the execution of such orders;

“cashier” means an employee, other than a barman, counterhand, waiter or wine steward, who is engaged in receiving cash payments and who may make payments and/or who operates a cash register and who may sell goods;

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

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

(a) 6 December to 15 January;

(b) the Rand Show;

(c) the Easter weekend;

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

“chef” means an employee who is in possession of a diploma in the preparation of food, recognised by the Council;

“clerical employee” means an employee who is engaged in writing, typing or any other form of clerical work and includes a cashier, a telephone switchboard and an operator of an adding, calculating or punch card machine, but does not include any other class of employee elsewhere defined in this clause notwithstanding the fact that clerical work may form part of such employee's work;

“cook” means an employee, other than a chef or griller, who is engaged in the preparation and/or cooking of food;

“Council” means the Industrial Council for the Tearoom, Restaurant and Catering Trade, Witwatersrand, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Act;

“counterhand” means an employee, other than a barman or cashier, who sells goods in an establishment and includes such selling from a fixed or movable counter and who may accept cash therefor and shall include a counterhand employed in connection with a performance in a theatre or bioscope;

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

“despatch clerk” means an employee, other than a caller, who receives goods from any source for despatch and who may supervise and check the duties of a counterhand with not more than two years' experience engaged in despatch work and who may perform the duties of an order clerk;

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

“emergency work” means—

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

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

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

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig is in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy dit onbestaanbaar met die sinsverband is, beteken—

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

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

“kroegman” 'n werknemer, uitgesonderd 'n toonbankbediener, kelner of wynkelner, wat drank oor of van 'n kroeg of kroegtoonbank aan die personeel of aan klante verskaf en wat betaling daarvoor kan aanneem en wat verantwoordelik vir kroegvoorrade kan wees;

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

“kafee”, sonder om die gewone betekenis van die term te beperk, 'n besigheid wat gelisensieer is of waarvan daar vereis word om gelisensieer te wees ingevolge item 20, Kafeehouer, van die Ordonansie op Lisensies, Transvaal (No. 19 van 1974);

“roeper” 'n werknemer wat bestellings aan kombuispersoneel oordra en wat skinkborde vir die uitvoering van sodanige bestellings kan voorberei;

“kassier” 'n werknemer, uitgesonderd 'n kroegman, toonbankbediener, kelner of wynkelner, wat betalings in kontant ontvang en wat betalings kan doen en/of wat 'n kasregister bedien en wat goedere kan verkoop;

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

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

(a) 6 Desember tot 15 Januarie,

(b) die Randse Skou;

(c) die Paasaweek;

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

“sjef” 'n werknemer wat in besit is van 'n diploma in die bereiding van voedsel wat deur die Raad erken word;

“klerk” 'n werknemer wat skryf-, tik- of ander vorm van klerklike werk verrig en omvat dit 'n kassier, 'n telefonis en 'n bediener van 'n optel-, reken- of ponskaartmasjien, maar nie ook 'n ander klas werknemer wat elders in hierdie klousule omskryf word nie ondanks die feit dat klerklike werk 'n deel van sodanige werknemer se werk mag uitmaak;

“kok” 'n werknemer, uitgesonderd 'n sjef of roosterbediener, wat kos berei en/of gaarmaak;

“Raad” die Nywerheidsraad vir die Teekamer-, Restaurant- en Spyseniersbedryf, Witwatersrand, geregistreer ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, en geag kragtens die Wet geregistreer te wees;

“toonbankbediener” 'n werknemer, uitgesonderd 'n kroegman of kassier, wat goedere in 'n bedryfsinrigting verkoop en wat ook goedere van 'n vaste of verskuifbare toonbank kan verkoop en wat kontant daarvoor kan aanneem; en omvat dit ook 'n toonbankbediener wat in diens geneem is in verband met 'n aanbieding in 'n teater of bioskoop;

“dag” 'n tydperk van 24 agtereenvolgende ure bereken vanaf die tyd wanneer 'n werknemer begin werk;

“versendingsklerk” 'n werknemer, uitgesonderd 'n roeper, wat goedere vir versending van enige bron ontvang en wat toesig kan hou en kontrole uitoefen oor die pligte van 'n toonbankbediener met hoogstens twee jaar ondervinding wat versendingswerk doen, en wat die pligte van 'n bestelklerk kan uitvoer;

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

“noodwerk”—

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

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

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

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

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

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

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

"experience" means the period or periods of employment which an employee has had in his particular class of work in the Tearoom, Restaurant and Catering Trade; the Hotel Trade; the Boarding House Trade; the Coloured and Asian Persons Restaurant, Tea Room and Catering Trade; the catering departments of any airways, passenger shipping lines or clubs; the catering department(s) of the South African Transport Services Administration;

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

"griller" means an employee who—

(a) prepares and/or cooks plain and toasted sandwiches; prepares fresh fruit and/or fruit salads and salads from fresh or prepared vegetables; prepares hamburgers, hot dogs, waffles and pancakes, curry and rice (except where curry and rice is speciality of the establishment), common pan foods and grills; prepares fish and chips; popcorn; vetkoeks; fish cakes and grilled chickens;

(b) places such items of food mentioned in paragraph (a) above, and cold prepared foods and prepared salad dressings, also plating 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;

"Group 1 employee" means a barman and wine steward;

"Group 1 employee, qualified," means, in the case of a barman, an employee who has had not less than five years' experience and, in the case of a wine steward, an employee who has had not less than three years' experience;

"Group 1 employee, semi-qualified," means, in the case of a barman, an employee who has had more than two but less than five years' experience and, in the case of a wine steward, and employee who has had more than one but less than three years' experience;

"Group 1 employee, unqualified," means, in the case of a barman, an employee who has had not more than two years' experience and, in the case of a wine steward, and employee who has had not more than one year's experience;

"Group 2 employee" means a cook and griller;

"Group 2 employee, qualified," means a Group 2 employee who has had not less than three years' experience in his particular class of employment as a cook or a griller, as the case may be;

"Group 2 employee, semi-qualified," means a Group 2 employee who has had more than 18 months but less than three years' experience as a cook or a griller as the case may be;

"Group 2 employee, unqualified," means a Group 2 employee who has had not more than 18 months' experience in his particular class of employment as a cook or a griller, as the case may be;

"Group 3 employee" means a counterhand and cashier;

"Group 3 employee, qualified," means a Group 3 employee who has had not less than four years' experience;

"Group 3 employee, semi-qualified," means a Group 3 employee who has had more than two but not more than four years' experience;

"Group 3 employee, unqualified," means a Group 3 employee who has had not more than two years' experience;

"Group 4 employee" means a clerk, order clerk, despatch clerk and storeman;

"Group 4 employee, qualified," means a Group 4 employee who has had not less than four years' experience;

"Group 4 employee, semi-qualified," means a Group 4 employee who has had more than two but not more than four years' experience;

"Group 4 employee, unqualified," means a Group 4 employee who has had not more than two years' experience;

"Group 5 employee" means a caller, packer/wrapper and pedlar/ventor;

"Group 5 employee, qualified," means a Group 5 employee who has had more than one year's experience;

"Group 5 employee, unqualified," means a Group 5 employee who has had not more than one year's experience;

"half-holiday" means the day on which the ordinary hours of work of an employee shall in terms of clause 8 of this Agreement not exceed five hours;

"labourer" means an employee who performs one or more of the following duties: Provided that nothing in this definition shall be construed so as to permit a labourer to set tables:

(a) Cleaning premises, cleaning and/or polishing equipment, utensils, furniture, motor vehicles or other articles;

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

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

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

"ondervinding" die tydperk of tydperke wat 'n werknemer werksaam was in sy besondere klas werk in die Teekamer-, Restaurant- en Spyseniersbedryf; die Hotelbedryf; die Losieshuisbedryf; die Restaurant-, Teekamer- en Spyseniersbedryf vir Kleurlinge en Asiërs, die spyseniersafdelings van lugrederye, passasierskeepsrederye of klubs; die spyseniersafdeling(s) van die Suid-Afrikaanse Vervoerdienste-administrasie;

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

"roosterbediener" 'n werknemer wat—

(a) gewone en geroosterde toebroutjies berei en/of gaarmaak; vars vrugte en/of vrugteslaaie en slaaie van vars of bereide groente berei, en ook hamburgers, worsbroodjies, wafels en pannekoek, kerrie en rys (behalwe waar kerrie en rys 'n spesialiteit van die bedryfsinrigting is), gewone pan- en roostergerigte, vis en aartappelskyfies, springmielies, vetkoekies en geroosterde hoenders berei;

(b) sodanige kossoorte wat in paragraaf (a) hierbo genoem word, asook koue bereide kos en bereide slaaisouse, en ook gestoofde gerigte, gekookte vleis en/of groente of op borde of in houters skep sodat dit gereed is om na die klant geneem te word;

(c) 'n roomysafmeter en/of sodapomp en/of halfoutomatiese masjien bedien;

"groep 1-werknemer" 'n kroegman en wynkelner;

"groep 1-werknemer, gekwalifiseer," in die geval van 'n kroegman, 'n werknemer met minstens vyf jaar ondervinding, en in die geval van 'n wynkelner, 'n werknemer met minstens drie jaar ondervinding;

"groep 1-werknemer, halfgekwalfiseer," in die geval van 'n kroegman, 'n werknemer met meer as twee maar minder as vyf jaar ondervinding, en in die geval van 'n wynkelner, 'n werknemer met meer as een maar minder as drie jaar ondervinding;

"groep 1-werknemer, ongekwalifiseer," in die geval van 'n kroegman, 'n werknemer met hoogstens twee jaar ondervinding, en in die geval van 'n wynkelner, 'n werknemer met hoogstens een jaar ondervinding;

"groep 2-werknemer" 'n kok en roosterbediener;

"groep 2-werknemer, gekwalifiseer," 'n groep 2-werknemer met minstens drie jaar ondervinding in sy besondere klas werk as kok of roosterbediener, na gelang van die geval;

"groep 2-werknemer, halfgekwalfiseer," 'n groep 2-werknemer met meer as 18 maande maar minder as drie jaar ondervinding as kok of roosterbediener, na gelang van die geval;

"groep 2-werknemer, ongekwalifiseer," 'n groep 2-werknemer met hoogstens 18 maande ondervinding in sy besondere klas werk as kok of roosterbediener, na gelang van die geval;

"groep 3-werknemer" 'n toonbankbediener en kassier;

"groep 3-werknemer, gekwalifiseer," 'n groep 3-werknemer met minstens vier jaar ondervinding;

"groep 3-werknemer, halfgekwalfiseer," 'n groep 3-werknemer met meer as twee maar hoogstens vier jaar ondervinding;

"groep 3-werknemer, ongekwalifiseer," 'n groep 3-werknemer met hoogstens twee jaar ondervinding;

"groep 4-werknemer" 'n klerk, bestelklerk, versendingsklerk en magasynman;

"groep 4-werknemer, gekwalifiseer," 'n groep 4-werknemer met minstens vier jaar ondervinding;

"groep 4-werknemer, halfgekwalfiseer," 'n groep 4-werknemer met meer as twee maar hoogstens vier jaar ondervinding;

"groep 4-werknemer, ongekwalifiseer," 'n groep 4-werknemer met hoogstens twee jaar ondervinding;

"groep 5-werknemer" 'n roeper, verpakker/toedraaier en venter/smous;

"groep 5-werknemer, gekwalifiseer," 'n groep 5-werknemer met meer as een jaar ondervinding;

"groep 5-werknemer, ongekwalifiseer," 'n groep 5-werknemer met hoogstens een jaar ondervinding;

"vakansiehelfdag" die dag waarop die gewone werkure van 'n werknemer ingevolge klousule 8 van hierdie Ooreenkoms hoogstens vyf uur moet wees;

"arbeider" 'n werknemer wat een of meer van die volgende pligte verrig: Met dien verstande dat niks in hierdie omskrywing so uitgelê moet word dat dit 'n arbeider toelaat om tafels te dek nie;

(a) Persele skoonmaak, uitrusting, gerei, meubels, motorvoertuie of ander artikels skoonmaak en/of poleer;

(b) cleaning, plucking or cutting raw poultry, raw fish or raw meat, as part of the cleaning process; cleaning or peeling fruit or vegetables; cutting fruit or vegetables other than for salads; cutting bread;

(c) carrying or moving raw foodstuffs or prepared foodstuffs in containers; carrying or moving goods or other articles; stacking goods or other articles for storage, re-use or delivery;

(d) making or maintaining fires, or removing ashes;

(e) tending boilers under supervision;

(f) boiling water, making tea, coffee, cocoa or similar beverages, except percolated and other specialised coffees;

(g) loading or unloading;

(h) repetitive mass-measuring to a set massmeter;

(i) opening or closing packets;

(j) heat closing of polythene or similar prefilled containers;

(k) gardening;

(l) sharpening knives;

(m) decanting into other containers, except for table use;

(n) guarding premises or other movable or immovable property by daylight;

(o) delivering messages or orders off the premises by foot or by bicycle, tricycle or other foot-propelled or hand-propelled vehicle, or accepting payment for orders delivered off the premises: Provided that he may not carry a cash float;

(p) operating an electrical or mechanical machine or device for peeling, cutting, mixing, cleaning or polishing: Provided that the operation is limited to switching on or switching off by a switch or similar control;

(q) cooking meals for the exclusive consumption by members of the staff of the establishment in which such labourer is employed;

(r) sorting damaged articles while washing, packing or polishing;

"laundryhand" means an employee wholly or mainly engaged in laundering and/or ironing table linen and uniforms;

"law" includes the common law;

"manager" means an employee who is charged by his employer with the overall—

(a) supervision over;

(b) responsibility for; and

(c) direction of;

the activities carried on in or in connection with that section of the establishment which has been placed under his authority and is directly responsible to the employer;

"management trainee" means an employee who for a period of three years is employed in various departments of an establishment for the purpose of training as a manager, and whose employment in a particular establishment for this purpose has the approval of the Council;

"military service" means any service done in pursuance of the Defence Act, 1957 (Act 44 of 1957);

"motor vehicle" means any power-driven vehicle with an engine capacity exceeding 50 c³ and includes a mechanical horse;

"night-watchman" means an employee, other than a labourer, who guards premises or other immovable or movable property wholly or mainly by night;

"order clerk" means an employee, other than a caller, engaged in ordering and/or receiving goods or orders and who may perform the duties of a despatch clerk;

"overtime" means that portion of any period during which an employee works for his employer during any one week or any one day, as the case may be, and which is in excess of the respective ordinary hours of work prescribed for such employee in clause 8 (1) and (2);

"packer/wrapper" means an employee engaged in packing and/or wrapping edibles for sale, delivery or despatch;

"part-time employee" means an employee, other than a casual employee, special function casual employee, labourer, watchman, packer/wrapper, pedlar/vendor, storeman and driver, who is in the permanent employ of an establishment for not more than 24 ordinary hours of work in any week, and includes a labourer who is so employed in the business of a roadhouse or a drive-in theatre or cinema, a pedlar/vendor who is so employed in the business of a theatre or cinema, and a driver who is a special function employee;

"pedlar/vendor" means an employee, other than a waiter or labourer, who offers refreshments for sale away from the premises of the employer and who also collects and/or delivers orders and shall include an employee who sells refreshments from a container carried or propelled by himself inside a theatre or bioscope;

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

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

(b) rou pluimvee, rou vis of rou vleis, as deel van die skoonmaakwerk, skoonmaak, pluk of opsnij; vrugte of groente skoonmaak of skil; vrugte of groente opsnij, uitgesonderd vir slaai; brood sny;

(c) rou kossoorte of bereide kos in houters dra of vervoer; goedere of ander artikels dra of vervoer; goedere of ander artikels vir opberging, hergebruik of aflewering opstapel;

(d) vuurmaak of vure aan die gang hou, of as verwyder;

(e) onder toesig stoomketels versorg;

(f) water kook; tee, koffie, kakao of dergelike drankie maak, behalwe geperkoleerde of ander gespesialiseerde soorte koffie;

(g) laai of aflai;

(h) herhalend massameet volgens 'n gestelde massameter;

(i) pakkies oop- of toemaak;

(j) politieën- of dergelike voorafge vulde houters met hitte toemaak;

(k) tuinwerk doen;

(l) messe slyp;

(m) in ander houters oorgiet, behalwe vir tafelgebruik;

(n) persele of ander los of vaste eiendom bedags bewaak;

(o) boodskappe of bestellings weg van die persele af te voet of per trapfiets, driewiel of ander voet- of handvoertuig aflewer, of betaling ontvang vir bestellings wat weg van die persele af afgelewer word: Met dien verstande dat hy nie 'n groot kontantbedrag by hom mag hê nie;

(p) 'n elektriese of meganiese masjien of toestel bedien om mee te skil, te sny, te meng, skoon te maak of te poleer: Met dien verstande dat die bediening beperk word tot die aan- of afskakel deur middel van 'n skakelaar of dergelike beheertoestel;

(q) etes gaarmaak vir die uitsluitlike gebruik vir personeel van die bedryfsinrigting waar so 'n arbeider in diens is;

(r) beskadigde artikels uitsorteer terwyl dit gewas, verpak of gepoleer word;

"wasserywerker" 'n werknemer wat uitsluitlik of hoofsaaklik tafellinne en uniforms was en/of stryk;

"wet" sluit die gemene reg in;

"bestuurder" 'n werknemer wat deur sy werkgever belas is met algehele—

(a) toesig oor;

(b) verantwoordelikheid vir; en

(c) leiding van;

die werksaamhede in of in verband met daardie seksie van die bedryfsinrigting wat onder sy gesag geplaas is, en wat regstreeks aan die werkgever verantwoordelik is;

"bestuurskwelering" 'n werknemer wat vir 'n tydperk van drie jaar in verskillende afdelings van 'n bedryfsinrigting in diens is met die doel om as bestuurder opgelei te word en wie se indiensneming in 'n besondere bedryfsinrigting vir hierdie doel deur die Raad goedgekeur is;

"militêre diens" diens verrig ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957);

"motorvoertuig" 'n kragvoertuig met 'n enjinkapasiteit van meer as 50 c³ en sluit dit 'n voorhaker in;

"nagwag" 'n werknemer, uitgesonderd 'n arbeider, wat persele of ander los of vaste eiendom uitsluitlik of hoofsaaklik snags bewaak;

"bestelklerk" 'n werknemer, uitgesonderd 'n roeper, wat goedere of bestellings plaas en/of ontvang en wat die pligte van 'n versendingsklerk kan verrig;

"oortyd" daardie gedeelte van 'n tydperk waarin 'n werknemer vir sy werkgever werk gedurende 'n bepaalde week of 'n bepaalde dag, na gelang van die geval, en wat langer is as die onderskeie gewone werkure in klousule 8 (1) en (2) vir so 'n werknemer voorgeskryf;

"verpakker/toedraaier" 'n werknemer wat eetware vir verkoop, aflewering of versending verpak en/of toedraai;

"deeltydse werknemer" 'n werknemer, uitgesonderd 'n los werknemer, los werknemer by spesiale funksies, arbeider, wag, verpakker/toedraaier, venter/smous, magasynman en drywer, wat hoogstens 24 gewone werkure in 'n bepaalde week in vaste diens van 'n bedryfsinrigting is, en omvat dit 'n arbeider wat aldus in diens is by 'n padkafee of inryteater of -bioskoop, 'n venter/smous wat aldus in diens is by 'n teater of bioskoop, en 'n drywer wat aldus in diens is by 'n spysenier vir spesiale funksies;

"venter/smous" 'n werknemer, uitgesonderd 'n kelner of arbeider, wat verversings weg van die perseel van die werkgever af vir verkoop aanbied en wat ook bestellings kan insamel en/of aflewer, en omvat dit 'n werknemer wat verversings in 'n teater of bioskoop verkoop vanuit 'n houer wat hy dra of stoot;

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

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

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

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

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

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

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

- (a) 6 December to 15 January;
- (b) the Rand Show;
- (c) the Easter weekend;

"special function employee" means an employee who is employed by the week or month by an employer engaged in the special function section of the Trade;

"spreadover" in relation to any employee, means the period in any day reckoned from the time when such employee first commences work until he finally ceases work for that day, and for the purposes of this definition "day" means a period of 24 consecutive hours reckoned from the time of the said commencement of work;

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

"storeman" means an employee who is in charge of stores and who is responsible for receiving, storing, assembling, packing or unpacking goods in a store or warehouse or the venue of a special function and for delivering goods from a store or warehouse or the venue of a special function to departments or for despatch or for return to stores;

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

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

- (a) used as public restaurants, fish and chips shops, cafés or tearooms; and/or
- (b) wherefrom are supplied meals and/or non-alcoholic refreshments; and/or
- (c) wherein are supplied aerated or mineral waters in glasses or other containers for consumption thereon;
- (d) wherein or wherefrom the activities hereinbefore referred to are carried on in respect of or in connection with any theatre, bioscope, biotearoom or other entertainment or function;
- (e) in respect of which there is held a wine and malt liquor licence or a restaurant liquor licence in terms of the Liquor Act, 1977, or the Liquor Act, 1928, first obtained after 17 May 1938, and in which the main activities fall within the scope of paragraphs (a), (b), (c) or (d);

but does not include such activities carried on in—

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

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

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles;

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

"sekuriteitswag" 'n werknemer wat een of meer van die volgende pligte verrig:

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

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

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

"los werknemer by spesiale funksies" 'n werknemer wat per dag of per uur in diens geneem word om vir hoogstens drie dae in 'n bepaalde week by spesiale funksies te werk: Met dien verstande dat as 'n openbare vakansiedag binne 'n bepaalde week val, sodanige persoon hoogstens vier dae in daardie week in diens geneem mag word;

en wat ook aldus in diens mag wees gedurende enige een of meer van die volgende tydperke:

- (a) 6 Desember tot 15 Januarie;
- (b) die Randse Skou;
- (c) die Paasnaweek;

"werknemer by spesiale funksies" 'n werknemer wat per week of maand deur 'n werkgever in diens geneem word in die seksie van die Bedryf wat met spesiale funksies te doen het;

"werkdagindeling" ten opsigte van 'n werknemer, die tydperk in 'n dag, bereken vanaf die tyd wanneer die werknemer die eerste keer begin werk totdat hy vir daardie dag finaal ophou werk, en vir die toepassing van hierdie omskrywing beteken "dag" 'n tydperk van 24 agtereenvolgende ure bereken vanaf die tydstop waarop genoemde werk 'n aanvang geneem het;

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

"magasynman" 'n werknemer wat in bevel is van voorraad en wat verantwoordelik is vir die ontvangs, bêre, bymekaarmaak, verpakking of uitpak van goedere in 'n magasyn of pakhuis of die plek waar 'n spesiale funksie gehou gaan word, en vir die lewering van goedere aan afdelings uit 'n magasyn of pakhuis of vanaf die plek waar 'n spesiale funksie gehou word of vir versending of vir die terugsending na die magasyn;

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

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

- (a) wat gebruik word as openbare restaurants, vis- en aartappelskyfiewinkels, kafees of teekamers; en/of
- (b) waaruit etes en/of alkoholvrye verversings verskaf word; en/of
- (c) waarin spuit- of mineraalwater verskaf word in drinkglase of ander houers vir verbruik op die perseel;
- (d) waarin of waaruit die werksaamhede hierbo bedoel, verrig word ten opsigte van of in verband met teater, bioskoop, kafee-bioskoop of ander vermaaklikheid of funksie;
- (e) ten opsigte waarvan daar 'n wyn-en-bierlisensie of 'n restaurant-dranklisensie gehou word wat ooreenkomstig die Drankwet, 1977, of die Drankwet, 1928, die eerste keer ná 17 Mei 1938 verkry is, en waarin die vernameste werksaamhede binne die bestek van paragrawe (a), (b), (c) of (d) val;

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

- (i) ander persele as dié gemeld in paragraaf (e) ten opsigte waarvan 'n dranklisensie gehou word;
- (ii) 'n losieshuis;

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

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos aangegee in 'n lisensie of sertifikaat wat ten opsigte van sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik;

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

"waiter" means an employee, other than a pedlar/vendor, counterhand or wine steward, who performs one or more of the following duties: Serving meals or refreshments, including non-alcoholic refreshments derived from a bar, to customers in an establishment; checking dining equipment; receiving payment for any order taken or executed by him; setting tables; and who in addition makes sandwiches and/or salads;

"waiter, head," means an employee who is specifically charged by his employer or manager with supervisory responsibility over other waiters in an establishment and who may be responsible for the general supervision of the dining-room, restaurant or dining area;

"waiter, qualified," means a waiter who has had not less than three years' experience;

"waiter, semi-qualified," means a waiter who has had more than one but less than three years' experience;

"waiter, unqualified," means a waiter who has had not more than one year's experience;

"wine steward" means an employee, other than a waiter, who takes orders for and serves customers all kinds of alcoholic and other liquid refreshments and who may also dispense such refreshments and accept payment for any order taken or executed by him;

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

4. WAGES

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

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

"kelner" 'n werknemer, uitgesonderd 'n venter/simous, toonbankbediener of wynkelner, wat een of meer van die volgende pligte verrig: Etes of verversings, insluitende alkoholvrye verversings wat van 'n kroeg kom, aan klante in 'n bedryfsinrigting bedien; eetgerei nagaan; betaling ontvang vir bestellings deur hom geneem of uitgevoer; tafels dek; en wat ook toebroodjies en/of slaai kan maak;

"hoofkelner" 'n werknemer wat spesifiek deur sy 'werkgewer' of bestuurder belas is met toesighoudende verantwoordelikheid oor ander kelners in 'n bedryfsinrigting en wat verantwoordelik kan wees vir die algemene toesig oor die eetkamer, restaurant of eetplek;

"kelner, gekwalifiseer," 'n kelner met minstens drie jaar ondervinding;

"kelner, halfgekwalfiseer," 'n kelner met meer as een maar minder as drie jaar ondervinding;

"kelner, ongekwalifiseer," 'n kelner met hoogstens een jaar ondervinding;

"wynkelner" 'n werknemer, uitgesonderd 'n kelner, wat bestellings neem vir alle soorte alkoholiese en ander verversingsdranke en dit aan klante bedien en wat ook sodanige verversings kan afmeet en betaling kan aanneem vir bestellings deur hom geneem of uitgevoer;

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

4. LONE

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

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

For the period ending 28 Februarie 1986	Per month			Per week		
	Wage	*Less food	Net	Wage	*Less food	Net
	R	R	R	R	R	R
Barman:						
During first year of experience	282,00	50,00	232,00	65,07	11,54	53,53
During second year of experience	324,00	50,00	274,00	74,76	11,54	63,22
During third year of experience	377,00	50,00	327,00	87,00	11,54	75,46
During fourth year of experience	440,00	50,00	390,00	101,53	11,54	89,99
Thereafter	508,00	50,00	458,00	117,23	11,54	105,69
Caller:						
During first year of experience	220,00	44,00	176,00	50,76	10,15	40,61
Thereafter	232,00	46,40	185,60	53,53	10,70	42,83
Cashier, counterhand, order clerk, despatch clerk:						
During first year of experience	255,00	50,00	205,00	58,84	11,54	47,30
During second year of experience	315,00	50,00	265,00	72,69	11,54	61,15
During third year of experience	367,00	50,00	317,00	84,69	11,54	73,15
During fourth year of experience	424,00	50,00	374,00	97,84	11,54	86,30
Thereafter	486,00	50,00	436,00	112,15	11,54	100,61
Clerical employee, storeman:						
During first year of experience	299,00	50,00	249,00	69,00	11,54	57,46
During second year of experience	356,00	50,00	306,00	82,15	11,54	70,61
During third year of experience	417,00	50,00	367,00	96,23	11,54	84,69
During fourth year of experience	464,00	50,00	414,00	107,07	11,54	95,53
Thereafter	514,00	50,00	464,00	118,61	11,54	107,07
Chef:	774,00	50,00	724,00	178,61	11,54	167,07
Cook:						
During first 18 months of experience	263,00	50,00	213,00	60,69	11,54	49,15
During second 18 months of experience	278,00	50,00	228,00	64,15	11,54	52,61
Thereafter	292,00	50,00	242,00	67,38	11,54	55,84
Driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer(s) drawn by such vehicle—						
(a) does not exceed 500 kg	223,00	44,60	178,40	51,46	10,29	41,17
(b) exceeds 500 kg but not 2 750 kg	254,00	50,00	204,00	58,61	11,54	47,07
(c) exceeds 2 750 kg	292,00	50,00	242,00	67,38	11,54	55,84
Employees not elsewhere specified:	225,00	45,00	180,00	51,92	10,38	41,54
Griller:						
During first 18 months of experience	225,00	45,00	180,00	51,92	10,38	41,54
During second 18 months of experience	232,00	46,40	185,60	53,53	10,70	42,83
Thereafter	244,00	48,80	195,20	56,30	11,26	45,04
Labourer:	219,00	43,80	175,20	50,53	10,10	40,43
Laundryhand:	219,00	43,80	175,20	50,53	10,10	40,43
Manager:	562,00	50,00	512,00	129,69	11,54	118,15
Management trainee:						
During first year of experience	278,00	50,00	228,00	64,15	11,54	52,61
During second year of experience	330,00	50,00	280,00	76,15	11,54	64,61
Thereafter	363,00	50,00	313,00	83,76	11,54	72,22
Assistant manager:	516,00	50,00	466,00	119,07	11,54	107,53
Night-watchman:	225,00	45,00	180,00	51,92	10,38	41,54
Packer/Wrapper:						
During first year of experience	219,00	43,80	175,20	50,53	10,10	40,43
Thereafter	227,00	45,40	181,60	52,38	10,47	41,91

For the period ending 28 Februarie 1986	Per month			Per week		
	Wage	*Less food	Net	Wage	*Less food	Net
	R	R	R	R	R	R
Pedlar/Vendor:						
During first year of experience	219,00	43,80	175,20	50,53	10,10	40,43
Thereafter	227,00	45,40	181,60	52,38	10,47	41,91
Security guard	550,00	50,00	500,00	115,38	11,54	103,84
Supervisor/Floorwalker	516,00	50,00	466,00	119,07	11,54	107,53
Waiter:						
During first year of experience	225,00	45,00	180,00	51,92	10,38	41,54
During second year of experience	232,00	46,40	185,60	53,53	10,70	42,83
During third year of experience	237,00	47,40	189,60	54,67	10,93	43,74
Thereafter	244,00	48,80	195,20	56,30	11,26	45,04
Waiter, head	342,00	50,00	292,00	78,92	11,54	67,38
Wine steward:						
During first year of experience	225,00	45,00	180,00	51,92	10,38	41,54
During second year of experience	232,00	46,40	185,60	53,53	10,70	42,83
During third year of experience	237,00	47,40	189,60	54,67	10,93	43,74
Thereafter	244,00	48,80	195,20	56,30	11,26	45,04

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

Vir die tydperk eindigende 28 Februarie 1986	Per maand			Per week		
	Loon	*Min kos	Netto	Loon	*Min kos	Netto
	R	R	R	R	R	R
Kroegman:						
Gedurende eerste jaar ondervinding	282,00	50,00	232,00	65,07	11,54	53,53
Gedurende tweede jaar ondervinding	324,00	50,00	274,00	74,76	11,54	63,22
Gedurende derde jaar ondervinding	377,00	50,00	327,00	87,00	11,54	75,46
Gedurende vierde jaar ondervinding	440,00	50,00	390,00	101,53	11,54	89,99
Daarna	508,00	50,00	458,00	117,23	11,54	105,69
Roeper:						
Gedurende eerste jaar ondervinding	220,00	44,00	176,00	50,76	10,15	40,61
Daarna	232,00	46,40	185,60	53,53	10,70	42,83
Kassier, toonbankbediener, bestelklerk, versendingsklerk:						
Gedurende eerste jaar ondervinding	255,00	50,00	205,00	58,84	11,54	47,30
Gedurende tweede jaar ondervinding	315,00	50,00	265,00	72,69	11,54	61,15
Gedurende derde jaar ondervinding	367,00	50,00	317,00	84,69	11,54	73,15
Gedurende vierde jaar ondervinding	424,00	50,00	374,00	97,84	11,54	86,30
Daarna	486,00	50,00	436,00	112,15	11,54	100,61
Klerk, magasynman:						
Gedurende eerste jaar ondervinding	299,00	50,00	249,00	69,00	11,54	57,46
Gedurende tweede jaar ondervinding	356,00	50,00	306,00	82,15	11,54	70,61
Gedurende derde jaar ondervinding	417,00	50,00	367,00	96,23	11,54	84,69
Gedurende vierde jaar ondervinding	464,00	50,00	414,00	107,07	11,54	95,53
Daarna	514,00	50,00	464,00	118,61	11,54	107,07
Sjef	774,00	50,00	724,00	178,61	11,54	167,07
Kok:						
Gedurende eerste 18 maande ondervinding	263,00	50,00	213,00	60,69	11,54	49,15
Gedurende tweede 18 maande ondervinding	278,00	50,00	228,00	64,15	11,54	52,61
Daarna	292,00	50,00	242,00	67,38	11,54	55,84
Drywer van 'n motorvoertuig waarvan die onbelaste massa, saam met die onbelaste massa van 'n sleepwa/-waens wat deur sodanige voertuig getrek word—						
(a) hoogstens 500 kg is	223,00	44,60	178,40	51,46	10,29	41,17
(b) meer as 500 kg maar hoogstens 2 750 kg is	254,00	50,00	204,00	58,61	11,54	47,07
(c) meer as 2 750 kg is	292,00	50,00	242,00	67,38	11,54	55,84
Werknemers nie elders vermeld nie	225,00	45,00	180,00	51,92	10,38	41,54
Roosterbediener:						
Gedurende eerste 18 maande ondervinding	225,00	45,00	180,00	51,92	10,38	41,54
Gedurende tweede 18 maande ondervinding	232,00	46,40	185,60	53,53	10,70	42,83
Daarna	244,00	48,80	195,20	56,30	11,26	45,04
Arbeider	219,00	43,80	175,20	50,53	10,10	40,43
Wasserywerker	219,00	43,80	175,20	50,53	10,10	40,43
Bestuurder	562,00	50,00	512,00	129,69	11,54	118,15
Bestuurskwekeling:						
Gedurende eerste jaar ondervinding	278,00	50,00	228,00	64,15	11,54	52,61
Gedurende tweede jaar ondervinding	330,00	50,00	280,00	76,15	11,54	64,61
Daarna	363,00	50,00	313,00	83,76	11,54	72,22
Assistent-bestuurder	516,00	50,00	466,00	119,07	11,54	107,53
Nagwag	225,00	45,00	180,00	51,92	10,38	41,54
Verpakker/Toedraaier:						
Gedurende eerste jaar ondervinding	219,00	43,80	175,20	50,53	10,10	40,43
Daarna	227,00	45,40	181,60	52,38	10,47	41,91
Venter/Smous:						
Gedurende eerste jaar ondervinding	219,00	43,80	175,20	50,53	10,10	40,43
Daarna	227,00	45,40	181,60	52,38	10,47	41,91
Sekuriteitswag	550,00	50,00	500,00	115,38	11,54	103,84
Toesighouer/Vloeropsigter	516,00	50,00	466,00	119,07	11,54	107,53
Kelner:						
Gedurende eerste jaar ondervinding	225,00	45,00	180,00	51,92	10,38	41,54
Gedurende tweede jaar ondervinding	232,00	46,40	185,60	53,53	10,70	42,83
Gedurende derde jaar ondervinding	237,00	47,40	189,60	54,67	10,93	43,74
Daarna	244,00	48,80	195,20	56,30	11,26	45,04
Hoofkelner	342,00	50,00	292,00	78,92	11,54	67,38

Vir die tydperk eindigende 28 Februarie 1986	Per maand			Per week		
	Loon	*Min kos	Netto	Loon	*Min kos	Netto
	R	R	R	R	R	R
Wynkelner:						
Gedurende eerste jaar ondervinding	225,00	45,00	180,00	51,92	10,38	41,54
Gedurende tweede jaar ondervinding	232,00	46,40	185,60	53,53	10,70	42,83
Gedurende derde jaar ondervinding	237,00	47,40	189,60	54,67	10,93	43,74
Daarna	244,00	48,80	195,20	56,30	11,26	45,04

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

(b) *Part-time employees.*—A part-time employee shall be paid in respect of the ordinary hours of work prescribed in clause 8 for such part-time employee, not less than 66⅔ per cent of the wage prescribed in paragraph (a) hereof for an employee of the same class and with the same experience as that in which such part-time employee is employed, having due regard to the definition of the word "experience" and the calculation thereof in terms of subclause (3).

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

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

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

(d) *Special function casual employee:*

	Minimum wage rates till 28 February 1986
	Per hour R
Barman	4,50
Cashier	4,50
Cook	2,54
Counterhand	3,94
Driver of a motor vehicle	2,54
Function supervisor	5,44
Griller	2,08
Labourer	2,00
Pedlar/Vendor	2,00
Staff supervisor	5,15
Waiter/Wine steward—	
who has worked at less than 50 functions or has had less than six months' experience as a waiter	3,39
who has worked at 50 to 99 functions or has had six to 12 months' experience as a waiter	3,60
who has worked at 100 or more functions or has had more than 12 months' experience as a waiter	4,50

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

(f) (i) Minimum prescribed wages for the period 1 March 1986 to 28 February 1987:

The minimum prescribed wages payable for the period ending 28 February 1986, shall be increased by 10 % for the period 1 March 1986 to 28 February 1987.

(ii) Minimum prescribed wages for the period 1 March 1987 to 29 February 1988:

The minimum prescribed wages payable for the period ending 28 February 1987, shall be increased by 10 % for the period 1 March 1987 to 29 February 1988.

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

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

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

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

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

(b) *Deeltydse werknemers.*—'n Deeltydse werknemer moet vir die gewone werke wat in klousule 8 vir sodanige deeltydse werknemer voorgeskryf word, minstens 66⅔ persent betaal word van die loon wat in paragraaf (a) hiervan voorgeskryf word vir 'n werknemer van dieselfde klas en met dieselfde ondervinding as dié waarin sodanige deeltydse werknemer in diens is, met behoorlike inagneming van die omskrywing van die woord "ondervinding" en die berekening daarvan ingevolge subklousule (3).

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

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

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

(d) *Los werknemers by spesiale funksies:*

	Minimum lone tot 28 Februarie 1986
	Per uur R
Kroegman	4,50
Kassier	4,50
Kok	2,54
Toonbankbediener	3,94
Drywer van 'n motorvoertuig	2,54
Funksietoetsighouer	5,44
Roosterbediener	2,08
Arbeider	2,00
Venter/Simous	2,00
Personeeltoetsighouer	5,15
Kelner/Wynkelner—	
wat by minder as 50 funksies gewerk het of wat minder as ses maande ondervinding as 'n kelner opgedoen het	3,39
wat by 50 tot 99 funksies gewerk het of wat ses tot 12 maande ondervinding as 'n kelner opgedoen het	3,60
wat by 100 of meer funksies gewerk het of wat meer as 12 maande ondervinding as 'n kelner opgedoen het	4,50

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

(f) (i) Minimum voorgeskrewe lone vir die tydperk 1 Maart 1986 tot 28 Februarie 1987:

Die minimum voorgeskrewe lone betaalbaar vir die tydperk eindigende 28 Februarie 1986, sal verhoog word met 10 % vir die tydperk 1 Maart 1986 tot 28 Februarie 1987.

(ii) Minimum voorgeskrewe lone vir die tydperk 1 Maart 1987 tot 29 Februarie 1988:

Die minimum voorgeskrewe lone betaalbaar vir die tydperk eindigende 28 Februarie 1987, sal verhoog word met 10 % vir die tydperk 1 Maart 1987 tot 29 Februarie 1988.

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

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

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

(iii) deur vier in die geval van 'n werknemer wat op vier dae per week werk.

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

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

(3) *Calculation of experience.*—For the purposes of this clause, the period of employment of an employee in a class of work, other than that in which the employee is employed, shall be recognised as experience in his class of work to the extent set out hereunder:

<i>Occupation</i>	<i>Experience recognised</i>
(a) Barman	A third of the period of employment as a wine steward with a maximum of two years.
(b) Waiter	(i) Any period of employment as a supervisor of waiters and/or wine stewards; (ii) 50 per cent of the period of employment as a part-time waiter; (iii) any period of employment as a wine steward with a maximum of two years.
(c) Wine steward	(i) Any period of employment as a barman; (ii) any period of employment as a supervisor of waiters or wine stewards; (iii) 50 per cent of the period of employment as a part-time wine steward; (iv) 80 per cent of the period of employment as a waiter with a maximum of two years.
(d) Counterhand, cashier, clerk, order clerk, despatch clerk and storeman	(i) A maximum of two years in any trade or in the service of the State; (ii) any period of employment in any trade or in the service of the State as a supervisor of counterhands, cashiers, clerks, order clerks, despatch clerks and storemen, as the case may be; (iii) 50 per cent of the period of employment as a part-time counterhand, cashier, clerk, order clerk, despatch clerk or a storeman in any trade or in the service of the State.
(e) Cook	(i) Any period of employment as a chef; (ii) 50 per cent of the period of employment as a griller; (iii) any period of employment as a supervisor of cooks or grillers; (iv) 50 per cent of the period of employment as a part-time cook.
(f) Griller	(i) Any period of employment as a chef; (ii) any period of employment as a cook; (iii) any period of employment as a supervisor of grillers; (iv) 50 per cent of any period of employment as a part-time griller.
(g) Caller, packer/wrapper and pedlar/vendor	(i) Any period of employment as a waiter, Group 1 employee, Group 2 employee, Group 3 employee or Group 4 employee; (ii) any period of employment as a supervisor of callers, packer/wrapper or pedlar/vendor shall be deemed to be employment as a caller, packer/wrapper or pedlar/vendor, as the case may be; (iii) 50 per cent of any period of employment as a part-time caller, packer/wrapper or pedlar/vendor respectively;

Provided that "experience" shall further include—

(a) the total period or periods during which an employee, as an employer or manager, performed the work of the class in which he is employed; and

(b) any period or periods—

(i) in respect of which an employer pays, or is required to pay, an employee in lieu of notice of termination of employment or in lieu of any other period not worked by such employee and for which the employer is required to make payment;

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

(3) *Berekening van ondervinding.*—Vir die toepassing van hierdie klousule moet die diens tyd van 'n werknemer in 'n klas werk, uitgesonderd dié waarin die werknemer werksaam is, erken word as ondervinding in sy klas werk in die mate hieronder uiteengesit:

<i>Beroep</i>	<i>Ondervinding wat erken word</i>
(a) Kroegman	Een derde van sy diens tyd as 'n wynkelner met 'n maksimum van twee jaar.
(b) Kelner	(i) Alle diens tyd as 'n toesighouer oor kelners en/of wynkelners; (ii) 50 persent van sy diens tyd as 'n deeltydse kelner; (iii) alle diens tyd as 'n wynkelner met 'n maksimum van twee jaar.
(c) Wynkelner	(i) Alle diens tyd as 'n kroegman; (ii) alle diens tyd as 'n toesighouer oor kelners of wynkelners; (iii) 50 persent van sy diens tyd as 'n deeltydse wynkelner; (iv) 80 persent van sy diens tyd as 'n kelner met 'n maksimum van twee jaar.
(d) Toonbankbediener, kassier, klerk, bestelklerk, versendingsklerk en magasynman	(i) 'n Maksimum van twee jaar in 'n bedryf of in die diens van die Staat; (ii) alle diens tyd in 'n bedryf of in die diens van die Staat as 'n toesighouer oor toonbankbedieners, kassiers, klerke, bestelklerke, versendingsklerke en magasynmanne, na gelang van die geval; (iii) 50 persent van sy diens tyd as 'n deeltydse toonbankbediener, kassier, klerk, bestelklerk, versendingsklerk of magasynman in 'n bedryf of in die diens van die Staat.
(e) Kok	(i) Alle diens tyd as 'n sjef; (ii) 50 persent van sy diens tyd as 'n roosterbediener; (iii) alle diens tyd as 'n toesighouer oor koks of roosterbedieners; (vi) 50 persent van sy diens tyd as 'n deeltydse kok.
(f) Roosterbediener	(i) Alle diens tyd as 'n sjef; (ii) alle diens tyd as 'n kok; (iii) alle diens tyd as 'n toesighouer oor roosterbedieners; (iv) 50 persent van sy diens tyd as 'n deeltydse roosterbediener.
(g) Roeper, verpakker/toedraaier en venter/smous	(i) Alle diens tyd as 'n kelner, groep 1-werknemer, groep 2-werknemer, groep 3-werknemer of as 'n groep 4-werknemer; (ii) alle diens tyd as 'n toesighouer oor roepers, verpakkers/toedraaiers of venters/smous word geag diens te wees as 'n roeper, verpakker/toedraaier of venter/smous, na gelang van die geval; (iii) 50 persent van alle diens tyd onderskeidelik as 'n deeltydse roeper, verpakker/toedraaier of venter/smous;

Met dien verstande dat "ondervinding" ook die volgende insluit:

(a) Die totale tydperk of tydperke waarin 'n werknemer, as 'n werkgewer of bestuurder, die werk verrig het van die klas waarin hy in diens is; en

(b) die tydperk of tydperke—

(i) waarvoor 'n werkgewer 'n werknemer besoldig of moet besoldig, in plaas van diensopsegging of in plaas van 'n ander tydperk wat nie deur sodanige werknemer gewerk is nie en waarvoor die werkgewer die werknemer moet besoldig;

(ii) during which an employee is on annual leave, in terms of clause 14;

(iii) during which an employee is on paid sick leave, in terms of clause 13;

(iv) during which an employee is absent on the instruction(s) or at the request of an employer;

(v) during which an employee is absent with the consent or condonation of the employer;

(vi) during which an employee is absent for any other reason not being in breach of the contract of employment;

(vii) during which an employee is doing military service:

Provided that—

(aa) any period of absence in excess of 10 weeks in the aggregate in any period of 12 consecutive months in respect of items (ii), (iii), (iv), (v) and (vi), or any period in excess of 10 weeks plus four months in respect of item (vii), need not be included in calculating experience;

(ab) an employee who is employed as an unqualified employee in any class for which wages on a rising scale calculated on experience are prescribed and who fails to provide his employer within three months from the date of commencement of his employment with proof of any period of employment in that class which he has had with another employer, shall be deemed not to have such period of employment in that class which the other employer, and the expression "that class" shall include any class in which employment is reckonable as experience in the class in which he is employed: Provided that if at any time after the expiration of the said period of three months, an employee provides his employer with such proof, the period of employment with the other employer shall be reckonable as experience, but only with effect from the date on which his employer is provided with such proof.

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

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

(6) *Differential rates.*—An employer who requires or permits an employee to perform, for longer than one hour in the aggregate on any day, whether in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1), shall pay such employee the rate of wage laid down for the most highly paid of the occupations in which he is employed during such day.

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

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

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

5. PAYMENT OF REMUNERATION

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

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

(ii) waarin 'n werknemer met jaarlikse verlof is ingevolge klousule 14;

(iii) waarin 'n werknemer met siekteverlof met besoldiging is ingevolge klousule 13;

(iv) waarin 'n werknemer afwesig is op las of op versoek van 'n werkgever;

(v) waarin 'n werknemer afwesig is met die toestemming of goedkeuring van die werkgever;

(vi) waarin 'n werknemer afwesig is om 'n ander rede wat nie dienskontrakbreuk beteken nie;

(vii) waarin 'n werknemer militêre diens verrig:

Met dien verstande dat—

(aa) 'n tydperk van afwesigheid van altesaam meer as 10 weke in 'n tydperk van 12 agtereenvolgende maande ten opsigte van items (ii), (iii), (iv), (v) en (vi), of 'n tydperk van meer as 10 weke plus vier maande ten opsigte van item (vii), vir die berekening van ondervinding nie in ag geneem hoef te word nie;

(ab) 'n werknemer wat in diens is as 'n ongekwalifiseerde werknemer in 'n klas waarvoor lone voorgeskryf word volgens 'n stygende loonskaal, bereken volgens ondervinding, en wat versum om aan sy werkgever binne drie maande vanaf die aanvang van sy diens bewys te lewer van 'n tydperk van diens in daardie klas wat hy by 'n ander werkgever gehad het, geag word nie sodanige tydperk van diens in daardie klas by die ander werkgever te gehad het nie, en die uitdrukking "daardie klas" omvat enige klas waarin diens berekenbaar is as ondervinding in daardie klas waarin hy in diens is: Met dien verstande dat, indien 'n werknemer te enige tyd ná verstryking van genoemde tydperk van drie maande sodanige bewys aan sy werkgever lewer, die tydperk van diens by die ander werkgever berekenbaar is as ondervinding, maar slegs met ingang van die datum waarop sodanige bewys aan sy werkgever gelewer word.

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

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

(6) *Differensiële lone.*—'n Werkgever wat van 'n werknemer vereis of hom toelaat om altesaam langer as een uur op 'n dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) voorgeskryf word, moet sodanige werknemer besoldig teen die loon vasgestel vir die hoogs besoldigde van die beroepe waarin hy gedurende sodanige dag in diens was.

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

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

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

5. BETALING VAN BESOLDIGING

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

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

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

(2) *Casual and special function casual employees.*—Save as provided in clause 15, any amount due to a casual employee in terms of clause 4 (1) (c), read with clauses 8 (1) (e) and 9 (3), or to a special function casual employee in terms of clause 4 (1) (d), read with clauses 4 (1) (e), 8 (2) (e), 9 (3) and 10, shall be paid in cash or, with the consent of the employee, by cheque, and—

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

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

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

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

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

Provided that such envelope, container or statement shall reflect the particulars set out in Annexure A: Provided further that information in respect of time worked need not be furnished in the case of employees who are excluded from the hours of work provisions by virtue of clause 8 (4).

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

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

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

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

(9) *Deductions.*—An employer shall not levy any fines against his employee, nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

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

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

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

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

(2) *Los werknemers en los werknemers by spesiale funksies.*—Behoudens klousule 15, moet alle bedrae wat aan 'n los werknemer verskuldig is in gevolge klousule 4 (1) (c), geles saam met klousules 8 (1) (e) en 9 (3), of wat aan 'n los werknemer by spesiale funksies verskuldig is in gevolge klousule 4 (1) (d), geles saam met klousules 4 (1) (e), 8 (2) (e), 9 (3) en 10, in kontant betaal word of, met die toestemming van die werknemer, per tjek, en—

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

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

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

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

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

Met dien verstande dat sodanige koevert of houer of staat die besonderhede moet bevat wat in Aanhangsel A uiteengesit word: Voorts met dien verstande dat inligting ten opsigte van tyd gewerk nie verskaf hoef te word in die geval van werknemers wat uitgesluit is van die werkurebepalings op grond van klousule 8 (4) nie.

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

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

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

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

(9) *Aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê nie; ook mag hy geen geld van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

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

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

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

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

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

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

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

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

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

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

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

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

6. PUBLIC HOLIDAYS, HALF-HOLIDAYS AND SUNDAYS

(1) In this Agreement, the expression "public holiday" shall mean a public holiday as referred to in the Public Holiday Act, Act 5 of 1952.

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

(3) Except for the public holidays New Year's Day, Good Friday, Ascension Day or Christmas Day, all other public holidays, Sundays, and half-holidays shall, subject to clause 8 of this Agreement, be treated as ordinary periods of work: Provided that if, as part of his conditions of employment or at the request or with the permission of the employer, an employee does not work on a public holiday, a Sunday or a half-holiday, his employer shall pay him for the week in which such day or half-holiday falls not less than his full weekly wage.

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

7. UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

(1) An employer shall supply and maintain in good condition free of charge at least two overalls or washing coats per year to his employee who is directly engaged in the selling or handling or preparation of foodstuffs and where the wearing of special jackets by waiters and wine stewards is required by the employer, such employee shall similarly be supplied with two jackets per year. Any other form of wearing apparel to be worn by an employee as a requirement of the employer or which by any law the employer is compelled to provide for his employee, shall be supplied free of charge by the employer: Provided that this subclause shall not apply to a special function casual employee except where the employer requires such employee to wear a particular type of uniform different from the standard dress for special functions, and in the latter event the employer shall supply the particular type of uniform free of charge, which shall remain the property of the employer.

(2) All articles of clothing supplied in terms of this subclause shall remain the property of the employer and the cleaning and/or laundering of such articles supplied shall be at the expense of the employer: Provided that this subclause shall not apply to an article which is worn by the employee off duty.

8. HOURS OF WORK

(1) *Employees, other than special function employees.*—(a) In the case of a labourer, griller and driver of a motor vehicle, the ordinary hours of work shall not exceed 50 in any week and the ordinary daily hours of work shall not exceed the following:

(i) In the case of an employee who works on six days in any week—10 hours on one day in that week, nine hours per day on three days in that week, eight hours on one day in that week and five hours on one day in that week;

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

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

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

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

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

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

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

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

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

6. OPENBARE VAKANSIEDAE, VAKANSIEHALFDE EN SONDAE

(1) In hierdie Ooreenkoms beteken die uitdrukking "openbare vakansiedag" 'n openbare vakansiedag bedoel in die Wet op Openbare Feesdae (Wet 5 van 1952).

(2) Wanneer 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag of Kersdag werk, moet sy werkgewer kom ten opsigte van daardie dag minstens dubbel sy gewone dagtarief betaal en daarenbovens dubbel tarief ten opsigte van alle ure wat hy meer as sy gewone ure gewerk het.

(3) Met uitsondering van die openbare vakansiedae Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag of Kersdag moet alle ander openbare vakansiedae, Sondae en vakansiehalftae, behoudens klousule 8 van hierdie Ooreenkoms, as gewone werkdagperke gereken word: Met dien verstande dat as 'n werknemer as deel van sy diensvoorwaardes op versoek of met die toestemming van die werkgewer nie op 'n openbare vakansiedag, 'n Sondag of 'n vakansiehalftag werk nie, sy werkgewer hom vir die week waarin sodanige dag of vakansiehalftag val minstens sy volle weekloon moet betaal.

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

7. UNIFORMS, OORPAKKE EN BESKERMENDE KLERE

(1) 'n Werkgewer moet aan sy werknemer wat regstreeks met die verkoop of hantering of bereiding van kossoorte gemoeid is minstens twee oorpakke of wasbare jasse per jaar gratis verskaf en dit in goeie toestand hou, en indien die werkgewer van die kelners en wynkelers vereis om spesiale baadjies te dra, moet so 'n werknemer ewe-eens van twee baadjies per jaar voorsien word. Alle ander soorte kleren wat deur 'n werknemer op aandrang van die werkgewer gedra moet word of wat die werkgewer regtens verplig is om aan sy werknemer te verskaf, moet kosteloos deur die werkgewer verskaf word: Met dien verstande dat hierdie subklousule nie op 'n los werknemer by spesiale funksies van toepassing is nie, behalwe waar die werkgewer van so 'n werknemer vereis om 'n besondere tipe uniform te dra wat verskil van die standaarddrag vir spesiale funksies, in welke geval die werkgewer dié besondere tipe uniform kosteloos moet verskaf en dit die eiendom van die werkgewer bly.

(2) Alle kledingstukke wat ingevolge hierdie subklousule verskaf word, bly die eiendom van die werkgewer en die skoonmaak en/of was van sodanige kledingstukke wat verskaf word, moet op koste van die werkgewer gedoen word: Met dien verstande dat hierdie subklousule nie van toepassing is op 'n kledingstuk wat die werknemer dra wanneer hy diensvry is nie.

8. WERKURE

(1) *Werknemers, uitgesonderd werknemers by spesiale funksies.*—(a) In die geval van 'n arbeider, roosterbediener en drywer van 'n motorvoertuig mag die gewone werkure hoogstens 50 in 'n week wees, en die gewone daaglikse werkure hoogstens—

(i) in die geval van 'n werknemer wat ses dae in 'n week werk—10 uur op een dag in daardie week, nege uur per dag op drie dae in daardie week, agt uur op een dag in daardie week en vyf uur op een dag in daardie week;

(ii) in the case of an employee who works on five days in any week—11 hours per day on three days in that week, 12 hours on one day in that week and five hours on one day in that week;

(iii) in the case of an employee who works on four days in any week—12 and a half hours per day on each of the four days in that week.

(b) In the case of a clerical employee, the ordinary hours of work shall not exceed 45 in any week and the ordinary daily hours of work shall not exceed the following:

(i) In the case of an employee who works on six days in any week—eight hours per day on five days in that week and five hours on one day in that week;

(ii) in the case of an employee who works on five days in any week—nine hours per day on five days in that week.

(c) In the case of a night-watchman and a security guard, the ordinary hours of work shall not exceed 12 per shift, to be worked on six days in each week.

(d) In the case of all other employees, except casual and part-time employees, the ordinary hours of work shall not exceed 46 in any week and the ordinary daily hours of work shall not exceed the following:

(i) In the case of an employee who works on six days in any week—nine hours on one day in that week, eight hours per day on four days in that week and five hours on one day in that week;

(ii) in the case of an employee who works on five days in any week—11 hours on one day in that week, 10 hours per day on three days in that week and five hours on one day in that week, or, alternatively, nine hours on four days in that week and 10 hours on one day in that week;

(iii) in the case of an employee who works on four days in any week—11 and a half hours per day on each of the four days in that week.

(e) In the case of a casual employee, the ordinary hours of work shall not exceed nine on any day and such hours shall be worked on not more than three days in any week: Provided that such casual employee may be employed on not more than four days in any week in which a public holiday falls, and may also be so employed during any one or more of the following periods:

(i) 6 December to 15 January;

(ii) the Rand Show;

(iii) the Easter weekend.

(f) In the case of a part-time employee, the ordinary hours of work shall not exceed 24 in any week and the ordinary daily hours of work shall not exceed four on any day in the case of an employee who works on six days in any week, or in the case of an employee who works on five days in any week, the ordinary daily hours of work shall not exceed five hours per day on four days in that week and four hours on one day in that week.

(2) *Special function employees.*—(a) In the case of a labourer, griller and driver, the weekly ordinary hours of work shall not exceed 50 where an employee works a four-, five- or six-day week and the ordinary daily hours of work shall not exceed the following:

(i) Nine hours per day in the case of an employee who works on six days in any week;

(ii) 12 hours per day in the case of an employee who works on five days in any week;

(iii) 14 hours per day in the case of an employee who works on four days in any week.

(b) In the case of a clerical employee, the ordinary hours of work shall not exceed 45 in any week and the ordinary daily hours shall not be more than—

(i) in the case of an employee who works on six days in any week—eight hours per day on five days in that week, and five hours on one day in that week;

(ii) in the case of an employee who works on five days in any week—nine hours per day on five days in that week.

(c) In the case of a night-watchman, the ordinary hours of work shall not exceed 12 per shift, to be worked on six days in each week.

(d) In the case of all other employees, except special function casual employees; the ordinary hours of work shall not exceed 46 in any week and the ordinary daily hours of work shall not exceed the following:

(i) Eight and a half hours in the case of an employee who works on six days in any week;

(ii) 11 hours in the case of an employee who works on five days in any week;

(iii) 13 hours in the case of an employee who works on four days in any week.

(e) In the case of a special function casual employee, the ordinary hours of work shall not exceed 15 on any day and such hours shall not be worked on more than three days in any week: Provided that where a public holiday falls within any week, such an employee may be employed for not more than four days in that week, and may also be so employed during any one or more of the following periods:

(i) 6 December to 15 January;

(ii) the Rand Show;

(iii) the Easter weekend.

(ii) in die geval van 'n werknemer wat vyf dae in 'n week werk—11 uur per dag op drie dae in daardie week, 12 uur op een dag in daardie week en vyf uur op een dag in daardie week;

(iii) in die geval van 'n werknemer wat vier dae in 'n week werk—12 en 'n half uur per dag op elk van die vier dae in daardie week.

(b) In die geval van 'n klerk mag die gewone werkure hoogstens 45 in 'n week wees en die gewone daaglikse werkure hoogstens soos volg:

(i) In die geval van 'n werknemer wat ses dae in 'n week werk—agt uur per dag op vyf dae in daardie week en vyf uur op een dag in daardie week;

(ii) in die geval van 'n werknemer wat vyf dae in 'n week werk—nege uur per dag op vyf dae in daardie week.

(c) In die geval van 'n nagwag en 'n sekuriteitswag mag die gewone werkure hoogstens 12 uur per skof wees, wat op ses dae in elke week gewerk moet word.

(d) In die geval van alle ander werknemers, behalwe los en deeltydse werknemers, mag die gewone werkure hoogstens 46 in 'n week wees en die gewone daaglikse werkure hoogstens—

(i) in die geval van 'n werknemer wat ses dae in 'n week werk—nege uur op een dag in daardie week, agt uur per dag op vier dae in daardie week en vyf uur op een dag in daardie week;

(ii) in die geval van 'n werknemer wat vyf dae in 'n week werk—11 uur op een dag in daardie week, 10 uur per dag op drie dae in daardie week en vyf uur op een dag in daardie week, of anders, nege uur op vier dae in daardie week en 10 uur op een dag in daardie week;

(iii) in die geval van 'n werknemer wat vier dae in 'n week werk—11 en 'n half uur per dag op elk van die vier dae in daardie week.

(e) In die geval van 'n los werknemer mag die gewone werkure hoogstens nege uur op 'n dag wees en sodanige ure moet op hoogstens drie dae in 'n week gewerk word: Met dien verstande dat sodanige los werknemer op hoogstens vier dae in 'n week waarin 'n openbare vakansiedag val in diens geneem mag word en ook so in diens mag wees gedurende enige of meer van die volgende tydperke:

(i) 6 Desember tot 15 Januarie;

(ii) die Randse Skou;

(iii) die Paasaweek.

(f) In die geval van 'n deeltydse werknemer, kan die gewone werkure hoogstens 24 in 'n week wees en die gewone daaglikse werkure hoogstens vier op 'n dag indien die werknemer ses dae in 'n week werk, of indien die werknemer vyf dae in 'n week werk, kan die gewone daaglikse werkure hoogstens vyf uur per dag op vier dae in daardie week en vier uur op een dag in daardie week wees.

(2) *Werknemers by spesiale funksies.*—(a) in die geval van 'n arbeider, roosterbediener en drywer mag die gewone weeklikse werkure hoogstens 50 uur wees indien 'n werknemer vier, vyf of ses dae per week werk en die gewone daaglikse werkure hoogstens die volgende:

(i) Nege uur per dag in die geval van 'n werknemer wat ses dae in 'n week werk;

(ii) 12 uur per dag in die geval van 'n werknemer wat vyf dae in 'n week werk;

(iii) 14 uur per dag in die geval van 'n werknemer wat vier dae in 'n week werk.

(b) In die geval van 'n klerk mag die gewone werkure hoogstens 45 in 'n week wees en die gewone daaglikse werkure hoogstens die volgende:

(i) In die geval van 'n werknemer wat ses dae in 'n week werk—agt uur per dag op vyf dae in daardie week, en vyf uur op een dag in daardie week;

(ii) in die geval van 'n werknemer wat vyf dae in 'n week werk—nege uur per dag op vyf dae in daardie week.

(c) In die geval van 'n nagwag mag die gewone werkure hoogstens 12 uur per skof wees, wat op ses dae in elke week gewerk moet word.

(d) In die geval van alle ander werknemers, behalwe los werknemers by spesiale funksies, mag die gewone werkure hoogstens 46 in 'n week wees en die gewone daaglikse werkure hoogstens—

(i) agt en 'n half uur in die geval van 'n werknemer wat ses dae in 'n week werk;

(ii) 11 uur in die geval van 'n werknemer wat vyf dae in 'n week werk;

(iii) 13 uur in die geval van 'n werknemer wat vier dae in 'n week werk.

(e) In die geval van 'n los werknemer by spesiale funksies mag die gewone werkure hoogstens 15 uur op 'n bepaalde dag wees en sodanige ure mag op hoogstens drie dae in 'n week gewerk word: Met dien verstande dat indien 'n openbare vakansiedag binne 'n bepaalde week val, sodanige werknemer hoogstens vier dae in daardie week in diens geneem mag word en ook so in diens mag wees gedurende enigeen of meer van die volgende tydperke:

(i) 6 Desember tot 15 Januarie;

(ii) die Randse Skou;

(iii) die Paasaweek.

(3) All working days referred to in this clause, other than those worked by a casual employee and a special function casual employee, shall be consecutive, and an employer shall give his employee not less than 24 hours' notice of his intention to change his working week and the employer shall be responsible for paying any overtime worked as a result of such change. Notice of a change in the starting time of a shift shall be given by the employer not later than the end of the previous day's shift.

(4) *Savings.*—The provisions of subclauses (1) and (2) of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R1 350 per month and such an employee shall be granted not less than two days off work in a cycle of 14 consecutive days or, alternatively, one full day plus two half-days off work in a cycle of 14 consecutive days on full pay.

(5) *Spreadover.*—The hours of work of a casual employee employed for less than six hours on any day and a clerical employee, except for the compulsory meal interval provided for in subclause (6), shall be consecutive. The time worked by all other employees shall be completed and all obligatory meal intervals shall be included within a spreadover of—

(a) 15 hours in the case of a casual employee and all employees who work a five- or six-day week; and

(b) 17 hours in the case of a special function casual employee and employees who work a four-day week:

Provided that time worked by a part-time employee or on an employee's half-holiday by an employee who has not voluntarily agreed to work overtime, shall be completed within a spreadover of six hours.

(6) *Meal intervals.*—(a) Employees, other than night-watchmen, shall not be required or permitted to work on any day for longer than—

(i) five consecutive hours in the case of an employee whose normal daily hours do not exceed nine on any day; and

(ii) six consecutive hours in the case of an employee whose normal daily hours exceed nine on any day;

without being granted a meal interval of not less than 30 minutes, and such interval shall not count as time worked: Provided that such interval shall not exceed one hour.

(b) Any other interval granted by the employer which is of less than 30 minutes' duration shall be deemed to be time worked unless the employer during such interval provides his employee with a meal and his employee is off duty while eating such meal.

(7) *Hours of work not to be changed to the detriment of employees.*—As long as an employee continues to work for the same employer, the employer shall not change the conditions of employment to the detriment of such employee by increasing the ordinary hours of work, or by reducing the period of his rest intervals, if at the time this Agreement comes into operation, or at any time thereafter, the employee is enjoying conditions of employment in respect of the aforesaid matters more favourable to him than the conditions prescribed in clause 8 of this Agreement: Provided that the ordinary hours of work may be increased where an employer introduces a five-day or four-day work-week in his establishment, in which case the employer shall be free to utilise the maximum ordinary hours of work prescribed in clause 8 for the particular employee or for the employees affected.

For the purposes of this subclause, the expression "rest interval" means a short rest interval granted to an employee during his daily work period(s) other than the meal interval referred to in subclause (6) of this clause, and such interval shall be deemed to be part of the ordinary hours of work of the employee concerned.

9. OVERTIME AND OVERTIME PAY

(1) An employer shall pay an employee, other than a watch-man, a casual employee and a special function casual employee, who works overtime at the following rates:

(a) Where such overtime is worked on days other than the employee's day off—

(i) one and a half times the normal rate of wage in respect of the first 14 hours worked in any one week; and

(ii) double the normal rate of wage in respect of any overtime in excess of 14 hours worked in any one week; and

(b) where such overtime is worked on the employee's day off—

(i) in the case of an employee who works on one or two of his days off due to him in any week, such employee shall be paid at the rate of double his normal hourly rate for every hour worked on such day or days;

(ii) in the case of an employee who works on three of his days off due to him in any week, such employee shall be paid at the rate of double his normal hourly rate for every hour worked on the first and second of such days and treble in respect of that worked on the third of such days;

Provided that if an employee works less than five hours on his day off, he shall be paid for not less than five hours and part of an hour shall be deemed to be an hour.

(3) Alle werkdag in hierdie klousule bedoel, behalwe dié wat deur 'n los werknemer en 'n los werknemer by spesiale funksies gewerk word, moet agtereenvolgend wees en 'n werkgewer moet sy werknemer minstens 24 uur kennis gee van sy voorname om sy werkweek te verander, en die werkgewer is daarvoor verantwoordelik dat daar betaal word vir alle oortyd wat as gevolg van sodanige verandering gewerk word. Kennis van 'n verandering in die aanvangstyd van 'n skof moet vóór of aan die einde van die vorige dag se skof deur die werkgewer gegee word.

(4) *Voorbehoudsbepaling.*—Subklousules (1) en (2) van hierdie klousule is nie op 'n werknemer van toepassing nie indien en solank sodanige werknemer gereeld 'n loon van minstens R1 350 per maand ontvang; en minstens twee diensvrye dae in 'n siklus van 14 agtereenvolgende dae, of anders een volle dag plus twee diensvrye halfdae in 'n siklus van 14 agtereenvolgende dae moet met volle besoldiging aan sodanige werknemer toegestaan word.

(5) *Werkdagindeling.*—Die werke van 'n los werknemer wat minder as ses uur op 'n dag diens verrig en van 'n klerk moet, met uitsondering van die verpligte etenspouse waarvoor in subklousule (6) voorsiening gemaak word, agtereenvolgend wees. Die tyd deur alle ander werknemers gewerk, moet voltooi word en alle verpligte etenspouses moet ingesluit word binne 'n werkdagindeling van—

(a) 15 uur in die geval van 'n los werknemer en alle werknemers wat vyf of ses dae per week werk; en

(b) 17 uur in die geval van 'n los werknemer by spesiale funksies en werknemers wat vier dae per week werk:

Met dien verstande dat tyd wat gewerk word deur 'n deeltydse werknemer of op 'n werknemer se vakansiehalfdag deur 'n werknemer wat nie vrywillig ingestem het om oortyd te werk nie, binne 'n werkdagindeling van ses uur voltooi moet word.

(6) *Etenspouse.*—(a) Werknemers, uitgesonderd nagwagte, mag nie verplig of toegelaat word om op 'n dag langer te werk nie as—

(i) vyf agtereenvolgende ure in die geval van 'n werknemer wie se normale daaglikse ure hoogstens nege op 'n dag is; en

(ii) ses agtereenvolgende ure in die geval van 'n werknemer wie se normale daaglikse ure meer as nege op 'n dag is;

sonder om 'n etenspouse van minstens 30 minute toegestaan te word, en sodanige pouse mag nie gereken word as tyd gewerk nie: Met dien verstande dat sodanige pouse hoogstens een uur mag duur.

(b) Alle ander pouses van minder as 30 minute wat deur die werkgewer toegestaan word, moet gereken word as tyd gewerk, tensy die werkgewer gedurende sodanige pouse sy werknemer van 'n ete voorsien en sy werknemer diensvry is terwyl hy sodanige ete nuttig.

(7) *Werke mag nie tot nadeel van werknemer verander word nie.*—Solank 'n werknemer in diens van dieselfde werkgewer bly, mag die werkgewer die diensvoorwaardes nie tot nadeel van sodanige werknemer verander deur die gewone werke te vermeerder of deur die duur van sy ruspouses te verkort nie indien die werknemer op die tydstop wanneer hierdie Ooreenkoms van krag word of te eniger tyd daarna diensvoorwaardes geniet ten opsigte van voornoemde sake wat gunstiger vir hom is as die voorwaardes wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat die gewone werke vermeerder mag word wanneer 'n werkgewer 'n werkweek van vyf dae of vier dae in sy bedryfs-inrigting invoer, en in so 'n geval staan dit die werkgewer vry om die maksimum gewone werke toe te pas wat in klousule 8 voorgeskryf word vir die besondere werknemer of vir die werknemers wat daardeur geraak word.

Vir die toepassing van hierdie subklousule beteken die uitdrukking "ruspouse" 'n kort ruspouse wat aan 'n werknemer gedurende sy daaglikse werktidperk(e) toegestaan word, uitgesonderd die etenspouse in subklousule (6) van hierdie klousule bedoel, en sodanige pouse moet geag word deel van die gewone werke van die betrokke werknemer te wees.

9. OORTYD EN BESOLDIGING VIR OORTYD

(1) 'n Werkgewer moet 'n werknemer, uitgesonderd 'n wag, 'n los werknemer en 'n los werknemer by spesiale funksies, wat oortyd werk teen die volgende tariewe besoldig:

(a) Waar sodanige oortyd op ander dae as die werknemer se diensvrye dag gewerk word—

(i) een en 'n half maal die gewone loon vir die eerste 14 uur in 'n bepaalde week gewerk; en

(ii) twee maal die gewone loon vir alle oortyd van meer as 14 uur in 'n bepaalde week gewerk; en

(b) waar sodanige oortyd op die werknemer se diensvrye dag gewerk word—

(i) in die geval van 'n werknemer wat werk op een of twee van sy diensvrye dae wat aan hom in 'n week verskuldig is, moet sodanige werknemer besoldig word teen dubbel sy gewone uurloon vir elke uur op sodanige dag of dae gewerk;

(ii) in die geval van 'n werknemer wat werk op drie van sy diensvrye dae wat aan hom in 'n week verskuldig is, moet sodanige werknemer besoldig word teen dubbel sy gewone uurloon vir elke uur op die eerste en tweede van sodanige dae gewerk en teen drie maal sy gewone uurloon vir elke uur op die derde van sodanige dae gewerk;

Met dien verstande dat as 'n werknemer minder as vyf uur op sy diensvrye dag werk, hy vir minstens vyf uur besoldig moet word en 'n deel van 'n uur as 'n uur gereken moet word.

(2) An employer shall pay a night-watchman who works on his day off (that is on the seventh day in any week), in addition to the weekly wage prescribed for such employee in this Agreement, not less than double his daily wage in respect of such day worked, and any other overtime shall be paid for according to the rates prescribed in subclause (1) (a) of this clause.

(3) An employer shall pay a casual and a special function casual employee who works overtime at one and a half times the normal rate of wage of such employee.

(4) An employer shall be entitled to require an employee, other than a part-time employee, to work overtime on any day except on that employee's day off or his half-holiday, and such overtime shall not exceed the following:

(a) Three hours per day and six hours per week in the case of a griller, a labourer and a driver;

(b) one hour per day and two hours per week in the case of a clerical employee;

(c) two hours per day and four hours per week in the case of casual and special function casual employees;

(d) two hours per day and four hours per week in the case of all other employees.

(5) Save as provided in subclause (4), a maximum of 22 hours overtime per week additional to that provided for in the said subclause may be worked, strictly subject to the voluntary consent of the employee concerned, and no employee shall be penalised in any way whatsoever for refusing to work overtime in excess of that specified in subclause (4) or to work on his day off or on his half-holiday.

(6) *Savings.*—The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R1 350 per month.

10. SPECIAL FUNCTION CASUAL EMPLOYEES

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

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

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

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

11. RATIO

(1) An employer shall not employ a Group 1 unqualified or a Group 1 semi-qualified employee unless he has in his employ a Group 1 qualified employee, and for each Group 1 qualified employee employed by him he shall not employ more than one Group 1 unqualified and one Group 1 semi-qualified employee.

(2) The provisions of subclause (1) shall *mutatis mutandis* apply in respect of waiters, Group 2, Group 3, Group 4 and Group 5 employees.

(3) For the purposes of this clause—

(a) an employer or a manager who is wholly or mainly engaged in performing the work of any particular class of employee as in this Agreement defined may be deemed to be a qualified employee in such class: Provided that—

(i) an employer or manager shall not be so deemed in respect of more than one establishment nor shall he be so deemed in respect of more than one such class, at any one time;

(ii) an employer or manager who takes advantage of this subclause shall notify the Secretary of the Council of this fact by entering his name on each successive monthly return of his employees and stating the

(2) 'n Werkgewer moet aan 'n nagwag wat op sy diensvrye dag (d.w.s. op die sewende dag in 'n week werk, benewens die weekloon wat vir sodanige werknemer in hierdie Ooreenkoms voorgeskryf word, minstens dubbel sy dagloon betaal vir sodanige dag gewerk, en vir alle ander oortyd moet hy besoldig word volgens die tariewe wat in subklousule (1) (a) van hierdie klousule voorgeskryf word.

(3) 'n Werkgewer moet 'n los werknemer en 'n los werknemer by spesiale funksies wat oortyd werk, besoldig teen een en 'n half maal die gewone loon van sodanige werknemer.

(4) 'n Werkgewer kan van 'n werknemer, uitgesonderd 'n deeltydse werknemer, vereis om op enige dag oortyd te werk, uitgesonderd op daardie werknemer se diensvrye dag of sy vakansiehalfdag, en sodanige oortyd mag hoogstens soos volg wees:

(a) Drie uur per dag en ses uur per week in die geval van 'n roosterbediener, 'n arbeider en 'n drywer;

(b) een uur per dag en twee uur per week in die geval van 'n klerk;

(c) twee uur per dag en vier uur per week in die geval van 'n los werknemer en 'n los werknemer by spesiale funksies;

(d) twee uur per dag en vier uur per week in die geval van alle ander werknemers.

(5) Behoudens subklousule (4), kan 'n maksimum van 22 uur oortyd per week gewerk word bo en behalwe die oortyd waarvoor in genoemde subklousule voorsiening gemaak word, maar hierdie bepaling vereis die uitdruklike vrywillige toestemming van die betrokke werknemer, en geen werknemer mag op watter wyse ook al gepenaliseer word indien hy weier om meer oortyd te werk as dié wat in subklousule (4) gespesifiseer word of om op sy diensvrye dag of op sy vakansiehalfdag oortyd te werk nie.

(6) *Voorbehoudsbepaling.*—Hierdie klousule is nie van toepassing op 'n werknemer indien en solank sodanige werknemer gereeld 'n loon van minstens R1 350 per maand ontvang nie.

10. LOS WERKNEMERS BY SPESIALE FUNKSIES

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

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

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

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

11. GETALSVERHOUDING

(1) 'n Werkgewer mag nie 'n ongekwalfiseerde groep 1- of halfgekwalfiseerde groep 1-werknemer in diens neem nie tensy hy 'n gekwalfiseerde groep 1-werknemer in sy diens het, en vir elke gekwalfiseerde groep 1-werknemer by hom in diens, mag hy hoogstens een ongekwalfiseerde groep 1- en een halfgekwalfiseerde groep 1-werknemer in diens neem.

(2) Subklousule (1) is *mutatis mutandis* van toepassing op keilers, groep 2-, groep 3-, groep 4- en groep 5-werknemers.

(3) Vir die toepassing van hierdie klousule—

(a) kan 'n werkgewer of 'n bestuurder wat uitsluitlik of hoofsaaklik die werk verrig van 'n besondere klas werknemer soos in hierdie Ooreenkoms omskryf, geag word 'n gekwalfiseerde werknemer in sodanige klas te wees: Met dien verstande dat—

(i) 'n werkgewer of bestuurder nie op een en dieselfde tydstip aldus ten opsigte van meer as een bedryfsinrigting geag mag word nie en ook nie ten opsigte van meer as een sodanige klas nie;

(ii) 'n werknemer of bestuurder wat hierdie subklousule te baat neem, die Sekretaris van die Raad van hierdie feit moet verwittig deur sy naam op elke agtereenvolgende maandstaat aangaande sy werknemers in te skryf en die klas werk te noem waarin hy uitsluitlik of hoofsaaklik werksaam was en ten opsigte waarvan hy homself gedurende die maand

class of work in which he was wholly or mainly engaged and in respect of which he deemed himself to be a qualified employee, during the month to which the said monthly return refers. Where an employer or manager so deems himself to be a qualified employee for less than a full month or in respect of more than one class of work during any one month, he shall, in addition to the above, state the period or periods during which he so deemed himself in respect of each particular class;

(iii) an employer and a manager who are wholly or mainly engaged at a function in performing the work of a function supervisor or staff supervisor, may each be deemed to be either a function supervisor or a staff supervisor, as the case may be, at such function; and the provisions of proviso (ii) of this paragraph shall *mutatis mutandis* apply to an employer who takes advantage of this provision;

(b) classes of employees referred to in Groups 1 to 5, inclusive, shall be interchangeable with one another within each such group;

(c) an unqualified employee who is receiving a wage of not less than that prescribed for a qualified or semi-qualified employee of his particular class may be deemed to be a qualified or semi-qualified employee, as the case may be, in that class; and a semi-qualified employee who is receiving a wage of not less than that prescribed for a qualified employee of his class may be deemed to be a qualified employee in that class;

(d) a waiter employed at a special function who is receiving a wage of not less than that prescribed for a function supervisor or staff supervisor may be deemed to be a function supervisor or staff supervisor, as the case may be, at such function;

(e) the ratio of employees of each establishment shall apply separately.

(4) Notwithstanding anything to the contrary in this clause, the provisions of subclauses (1) and (2) shall not apply in respect of the employment of scholars or university students who are employed as unqualified or semi-qualified employees during the period 12 December to 1 January (inclusive) and from the day preceding the opening of the Witwatersrand Agricultural Society's show up to and including the day succeeding the closing thereof.

12. TERMINATION OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee and a special function casual employee, who desires to terminate the contract of employment shall not be required to give notice of such termination during the first week of employment and thereafter shall give not less than 24 hours' notice during the following 12 weeks of employment and thereafter not less than one week's notice of termination of employment, or an employer and an employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice, not less than—

(a) in the case of 24 hours' notice, the daily wage which the employee is receiving at the time of such termination;

(b) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that—

(i) this shall not affect—

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

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

(ac) the operation of any forfeitures or penalties which by law may be applicable in respect of an employee who deserts;

(ii) payment in lieu of notice, shall not be permitted during an employee's absence—

(aa) on leave in terms of clause 14;

(ab) on sick leave in terms of clause 13; or

(ac) doing military service;

(iii) where an employee, had he been given notice of termination of employment instead of being paid in lieu of notice, would have become entitled during such period of notice to an increment in terms of clause 4, his employer shall pay him in addition to all other amounts due to him, the amount which would have accrued to him in respect of such increment or leave had he not been given such notice.

(2) The period of notice prescribed in subclause (1) shall not run concurrently with, nor shall notice be given during—

(a) an employee's absence on leave granted in terms of clause 14;

(b) any period of military service;

(c) an employee's absence on sick leave granted in terms of clause 13.

waarop genoemde maandaat betrekking het, as 'n gekwalifiseerde werknemer beskou het. Wanneer 'n werkgewer of bestuurder homself aldus as 'n gekwalifiseerde werknemer beskou vir minder as 'n volle maand of ten opsigte van meer as een klas werk gedurende 'n bepaalde maand, moet hy, benewens bovermelde, die tydperk of tydperke vermeld waarin hy homself aldus ten opsigte van elke besondere klas beskou het;

(iii) 'n werkgewer en 'n bestuurder wat by 'n funksie uitsluitlik of hoofsaaklik die werk van 'n funksietoetsighouer of personeeltoetsighouer verrig, elk of as 'n funksietoetsighouer of as personeeltoetsighouer, na gelang van die geval, by sodanige funksie geag kan word; en voorbehoudsbepaling (ii) van hierdie paragraaf is *mutatis mutandis* van toepassing op 'n werkgewer wat hierdie bepaling te baat neem;

(b) is klasse werknemers in groep 1 tot en met groep 5 bedoel, binne elke sodanige groep met mekaar omruilbaar;

(c) kan 'n ongekwalifiseerde werknemer wat 'n loon ontvang van minstens dié wat vir 'n gekwalifiseerde of halfgekwalifiseerde werknemer van sy besondere klas voorgeskryf is, as 'n gekwalifiseerde of halfgekwalifiseerde werknemer, na gelang van die geval, in daardie klas geag word; en 'n halfgekwalifiseerde werknemer wat 'n loon ontvang van minstens dié wat vir 'n gekwalifiseerde werknemer van sy klas voorgeskryf is, kan as 'n gekwalifiseerde werknemer in daardie klas geag word;

(d) kan 'n kelner in diens by 'n spesiale funksie wat 'n loon ontvang van minstens dié wat vir 'n funksietoetsighouer of personeeltoetsighouer voorgeskryf is, as 'n funksietoetsighouer of personeeltoetsighouer, na gelang van die geval, by sodanige funksie geag word;

(e) is die getalsverhouding van werknemers van elke bedryfsinrigting afsonderlik van toepassing.

(4) Ondanks andersluidende bepalings in hierdie klousule, is subklousules (1) en (2) nie van toepassing nie ten opsigte van die indiensneming van skoliere of universiteitstudente wat as ongekwalifiseerde of halfgekwalifiseerde werknemers in diens geneem word gedurende die tydperk 12 Desember tot en met 1 Januarie en vanaf die dag wat die opening van die skou van die Witwatersrandse Landbouvereniging voorafgaan tot en met die dag wat op die afsluiting van die skou volg.

12. DIENSBEÏNDIGING

(1) Van 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer en 'n los werknemer by spesiale funksies, wat die dienskontrak wil beëindig, mag daar nie vereis word om gedurende die eerste week diens kennis van sodanige diensbeëindiging te gee nie, en daarna moet hulle gedurende die volgende 12 weke diens minstens 24 uur kennis gee en daarna minstens een week kennis van diensbeëindiging, of 'n werkgewer en 'n werknemer kan die kontrak sonder kennisgewing beëindig deur die werknemer of die werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing 'n bedrag te betaal van—

(a) in die geval van 24 uur kennisgewing, minstens die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(b) in die geval van 'n week kennisgewing, minstens die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

Met dien verstande dat—

(i) (aa) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing te beëindig om 'n rede wat regtens as voldoende erken word;

(ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en wat langer is dié in hierdie klousule voorgeskryf;

(ac) die werking van 'n verbeuring of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros; nie hierdeur geraak word nie;

(ii) betaling in plaas van kennisgewing nie toegelaat word nie gedurende 'n werknemer se afwesigheid—

(aa) met verlof ingevolge klousule 14;

(ab) met siekteverlof ingevolge klousule 13; of

(ac) vir militêre diens;

(iii) waar 'n werknemer, as hy kennis van diensbeëindiging gegee is in plaas van vir die kennisgewingstermyn besoldig te word, gedurende sodanige kennisgewingstermyn geregtig sou geword het op 'n verhoging ingevolge klousule 4, sy werkgewer hom, benewens alle ander bedrae aan hom verskuldig, die bedrag moet betaal wat aan hom sou toegeval het ten opsigte van sodanige verhoging of verlof as hy nie aldus kennis gegee was nie.

(2) Die kennisgewingstermyn in subklousule (1) voorgeskryf, mag nie saamval nie met en kennis mag ook nie gegee word nie gedurende—

(a) 'n werknemer se afwesigheid met verlof ingevolge klousule 14;

(b) 'n tydperk van militêre diens;

(c) 'n werknemer se afwesigheid met siekteverlof ingevolge klousule 13.

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

(4) The notice prescribed in subclause (1) hereof shall be in writing, except in the case of an employee who is unable to read and write.

(5) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his employment by leaving his employment without having given and served the required period of notice or without paying his employer in lieu of notice, his employer may appropriate to himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice.

13. SICK LEAVE

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

(a) in the case of an employee who works a four-day week, not less than 24 work-days;

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

(c) in the case of every other employee, not less than 36 work-days;

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

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

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

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

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

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

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

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

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

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

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

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

(aa) on leave in terms of clause 14;

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

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

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

(4) Die kennisgewing in subklousule (1) hiervan voorgeskryf, moet skriftelik wees, behalwe in die geval van 'n werknemer wat nie kan lees of skryf nie.

(5) Waar 'n werknemer sy diens beëindig deur sy diens te verlaat sonder dat hy die vereiste kennis gegee en die kennisgewingstermyn uitgedien het, of sonder dat hy sy werkgever in plaas van kennisgewing betaal het, kan sy werkgever, ondanks andersluidende bepalinge in hierdie Ooreenkoms, uit die geld wat hy aan sodanige werknemer op grond van 'n bepaling van hierdie Ooreenkoms skuld, aan homself 'n bedrag toe-eien van hoogstens dié wat sodanige werknemer hom sou moes betaal het in plaas van kennis te gee.

13. SIEKTEVERLOF

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

(a) in die geval van 'n werknemer wat vier dae in 'n week werk, altesaam minstens 24 werkdade;

(b) in die geval van 'n werknemer wat vyf dae in 'n week werk, altesaam minstens 30 werkdade; en

(c) in die geval van alle ander werknemers, altesaam minstens 36 werkdade;

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

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

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

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

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

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

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

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

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

(3) Vir die toepassing van hierdie klousule—

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

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

(aa) met verlof ingevolge klousule 14;

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

(ac) met siekteverlof ingevolge subklousule (1);

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

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

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

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

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

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

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

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

(b) In the case of the insolvency of an employer or the Liquidation of his estate or sale or transfer of his business, the Trustee or Liquidator or the new owner of the business, if such Executor, Heir, Legatee, Trustee, Liquidator or new owner continues to employ that employee;

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

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

14. ANNUAL LEAVE

(1) Subject to the provisions of clause 6 (4) and subclause (2) of this clause, an employer shall grant to each of his employees, other than a casual employee or a special function casual employee, in respect of each completed period of 12 months of employment with him—

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

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

and shall pay such employee in respect of such leave—

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

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

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

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

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

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

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

(v) when an employer requires his employee to take or consents to his employee taking his annual leave before the expiration of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for 12 months of employment

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

(ae) om 'n rede wat nie 'n dienskontrakbreuk beteken nie; wat in 'n jaar altesaam hoogstens 10 weke beloop; en

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

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

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

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding kragtens die Ongevalwet, 1941, betaalbaar is, slegs as ongeskiktheid geag moet word gedurende 'n tydperk ten opsigte waarvan geen betaling vir ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

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

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

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

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

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

14. JAARLIKSE VERLOF

(1) Behoudens klousule 6 (4) en subklousule (2) van hierdie klousule moet 'n werkgever aan elk van sy werknemers, uitgesonderd 'n los werknemer of 'n los werknemer by spesiale funksies, vir elke voltooide tydperk van 12 maande diens by hom verlof toestaan van—

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

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

en moet hy sodanige werknemer ten opsigte van sodanige verlof—

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

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

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

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

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

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

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

(v) wanneer 'n werkgever van sy werknemer vereis of hom toelaat om sy jaarlikse verlof te neem vóór die verstryking van die 12 maande diens waarop dit betrekking het, die werkgever aan sodanige werknemer die volle verlof moet toestaan wat vir 12 maande diens kan

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

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

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

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

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

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

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

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

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

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

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

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

(b) in the case of an employee referred to in subclause (1) (b), a third;

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

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

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

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

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

(i) on leave in terms of this clause;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) met verlof ingevolge hierdie klousule;

(ii) met siekteverlof ingevolge klousule 13;

- (iii) on the instructions or at the request of his employer;
- (iv) with the consent or condonation of his employer;
- (v) for any other reason not being in breach of the contract of employment;

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

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

and employment shall be deemed to commence—

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

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

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

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

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

(b) In the case of the insolvency of an employer or the Liquidation of his estate or sale or transfer of his business, the Trustee or liquidator or the new owner of the business, if such Executor, Heir, Legatee, Trustee, Liquidator or new owner continues to employ that employee:

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

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

15. MEALS, TRANSPORT AND PROHIBITED EMPLOYMENT

(1) *Provision of meals.*—(a) Where an employee, other than a casual employee or a special function casual employee, agrees to accept meals from his employer, a deduction not exceeding 20 per cent of the employee's wage in respect of such meals may be made, and such deduction shall not exceed R11,54 per week or R50 per month: Provided that—

(i) the employee is provided with such meals as fall within his working hours but not less than two meals per working day;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Met dien verstande dat waar die vorige werkgever sy werknemer vol-doende skriftelike kennis van beëindiging van diens gegee het, die nuwe werkgever nie verplig sal wees om enige agterstallige besoldiging te betaal nie.

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

15. ETES, VERVOER EN VERBODE INDIENSNEMING

(1) *Verskaffing van etes.*—(a) Waar 'n werknemer, uitgesonderd 'n los werknemer of 'n los werknemer by spesiale funksies, instem om etes van sy werkgever te ontvang, kan hoogstens 20 persent van die werknemer se loon afgetrek word ten opsigte van sodanige etes, en sodanige aftrekking mag hoogstens R11,54 per week of R50 per maand wees: Met dien verstande dat—

(i) dié etes wat binne die werknemer se werkure val, maar minstens twee etes per werkdag, aan die werknemer verskaf moet word;

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Prohibition of employment.*—An employer shall not employ any person under the age of 15 years.

16. RECORDS TO BE MAINTAINED

(1) *Time, wage and pay register.*—Every employer shall keep or cause to be kept a time, wage and pay register in the form prescribed in the Act in respect of all employees in his employ, showing the total hours worked daily by each employee, the nature of employment, the amount of wages paid, the amount of overtime worked, and any deductions made therefrom, and such other particulars as are required in terms of section 57 (1) of the Labour Relations Act, 1956, and in the form prescribed under the regulations to the Act (Annexure D). Such registers shall ordinarily be kept on the premises of the employer except as may otherwise be authorised in writing by the Council.

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

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

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

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

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

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

(c) In the case of an emergency, an employer shall be entitled to amend the schedule referred to in paragraph (a) above by giving less than seven days' notice to the employee or employees concerned: Provided that such notice is given not later than on completion of the previous day's shift: Provided further that the employee or employees concerned must give voluntary consent in writing to the postponed amendment: Provided, however, that an employee shall be entitled to consult his trade union in connection with the signing of the consent document, either prior to signing it or as soon as possible thereafter: Provided further that an employee who does not belong to the trade union shall be similarly entitled to consult the Secretary of the Industrial Council.

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

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

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

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

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

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

(3) *Verbode indiensneming.*—'n Werkgever mag niemand onder die leeftyd van 15 jaar in diens neem nie.

16. REGISTERS WAT BYGEHOU MOET WORD

(1) *Tyd-, loon- en betaalregister.*—Elke werkgever moet, in die vorm voorgeskryf by die Wet, 'n tyd-, loon- en betaalregister byhou of laat byhou ten opsigte van alle werknemers in sy diens, wat die totale getal ure aantoon wat daaglik deur elke werknemer gewerk word, asook die aard van sy diens, die bedrag aan lone betaal, die hoeveelheid oortydwerk verrig, en alle bedrae daarvan afgetrek, en sodanige ander besonderhede as wat vereis word by artikel 57 (1) van die Wet op Arbeidsverhoudinge, 1956, en in die vorm voorgeskryf ooreenkomstig die regulasies kragtens die Wet (Aanhangsel D). Sodanige registers moet gewoonweg op die perseel van die werkgever bewaar word, behalwe wanneer anders skriftelik deur die Raad gemagtig.

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

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

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

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

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

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

(c) Ingeval van nood het die werkgever die reg om die tydrooster in paragraaf (a) hierbo bedoel, te wysig deur minder as sewe dae kennis aan die betrokke werknemer of werknemers te gee: Met dien verstande dat sodanige kennis voor of by voltooiing van die vorige dag se skof gegee word: Voorts met dien verstande dat die betrokke werknemer of werknemers vrijwillig skriftelik moet instem tot die voorgestelde wysiging: Met dien verstande egter dat 'n werknemer die reg het om sy vakvereniging te raadpleeg in verband met die ondertekening van die toestemmingsdokument, of voordat hy dit teken of so gou moontlik daarna: Voorts met dien verstande dat 'n werknemer wat nie lid van die vakvereniging is nie eweneens die reg het om die Sekretaris van die Nywerheidsraad te raadpleeg.

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

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

No.	Name				
Week ending	19				
Day	In	Out	In	Out	Total
Sunday					
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					

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

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

(6) *Savings.*—The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R1 350 per month.

17. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer shall—

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

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

(i) sequestration of the employer's estate;

(ii) winding up of the affairs of the company;

(iii) transfer or abandonment of the business carried on; or

(iv) acquisition or commencement of any other business upon which this Agreement is binding;

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

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

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

18. CERTIFICATE OF SERVICE—QUALIFICATIONS

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

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

19. EXPENSES OF THE COUNCIL

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

(a) 7c in respect of every day worked in the case of casual and special function casual employee; and

(b) 50c per month in the case of all other employees who have worked for more than one week in that month, and such deduction shall, where an employee is paid weekly, be made on the last pay-day of every month: Provided that, for the purposes of this paragraph, an employee shall be deemed to have worked during any period which he is absent from work on paid leave or paid sick leave as provided for in this Agreement.

No.	Naam				
Week eindigende	19				
Dag	In	Uit	In	Uit	Totaal
Sondag					
Maandag					
Dinsdag					
Woensdag					
Donderdag					
Vrydag					
Saterdag					

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

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

(6) *Voorbehoudsbepaling.*—Hierdie klousule is nie van toepassing nie op 'n werknemer indien en solank sodanige werknemer gereeld 'n loon van minstens R1 350 per maand ontvang.

17. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) Elke werkgever moet—

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

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

(i) sekwestrasie van die werkgever se boedel;

(ii) bereddering van die sake van die maatskappy;

(iii) oordrag of staking van die besigheid wat gedryf word; of

(iv) verkryging of aanvang van 'n ander besigheid waarvoor hierdie Ooreenkoms bindend is;

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

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

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

18. DIENSSERTIFIKAAT—KWALIFIKASIES

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

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

19. UITGAWES VAN DIE RAAD

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

(a) 7c vir elke dag gewerk in die geval van 'n los werknemer en 'n los werknemer by spesiale funksies; en

(b) 50c per maand in die geval van alle ander werknemers wat langer as een week in daardie maand gewerk het, en sodanige bedrag moet, indien 'n werknemer weekliks besoldig word, op die laaste betaaldag van elke maand afgetrek word: Met dien verstande dat, vir die toepassing van hierdie paragraaf, daar geag word dat 'n werknemer gewerk het gedurende alle tydperke waarin hy van die werk afwesig was met verlof met besoldiging of siekteverlof met besoldiging soos in hierdie Ooreenkoms bepaal.

(2) Every employer shall contribute to the funds of the Council as follows:

(a) 5c in respect of every day worked in the case of a casual employee and special function casual employee; and

(b) 50c per month in the case of all other employees who have worked more than one week in that month: Provided that for the purposes of this paragraph an employee shall be deemed to have worked during any period during which he is absent from work on paid leave or paid sick leave as provided for in this Agreement;

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

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

20. MEMBERSHIP OF EMPLOYERS' ORGANISATION AND OF TRADE UNION AND INCIDENTAL MATTERS

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

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) distributing documents issued by the trade union.

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

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

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

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

21. AGENTS

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

22. EXHIBITION OF AGREEMENT

A legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act shall be exhibited in a prominent place in every establishment.

23. PROVISION OF ANNEXURES

The Annexures referred to in this Agreement shall be supplied and be obtainable free of charge at the offices of the Council.

24. ULTRA VIRE

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

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

(a) 5c vir elke dag gewerk in die geval van 'n los werknemer en 'n los werknemer by spesiale funksies; en

(b) 50c per maand in die geval van alle ander werknemers wat langer as een week in daardie maand gewerk het: Met dien verstande dat, vir die toepassing van hierdie paragraaf, daar geag word dat 'n werknemer gewerk het gedurende alle tydperke waarin hy van die werk afwesig was met verlof met besoldiging of siekteverlof met besoldiging soos in hierdie Ooreenkoms bepaal;

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

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

20. LIDMAATSKAP VAN WERKGEWERSORGANISASIE EN VAN VAKVERENIGING EN GEPAARDGAANDE SAKE

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

- (a) werknemers oor vakverenigingsake te spreek;
- (b) nuwe lede te werf;
- (c) dokumente wat deur die vakvereniging uitgereik word, te versprei.

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

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

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

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

21. AGENTE

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

22. VERTONING VAN OOREENKOMS

'n Leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat voorgeskryf word in die regulasies wat kragtens die Wet uitgevaardig is, moet op 'n opvallende plek in elke bedryfsinrigting vertoon word.

23. VERSKAFFING VAN AANHANGSELS

Die Aanhangsels in hierdie Ooreenkoms bedoel, moet by die kantore van die Raad verskaf word en gratis daar verkrygbaar wees.

24. ULTRA VIRE

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

25. EXEMPTIONS

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued;
- (c) where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

Signed at Johannesburg on behalf of the parties hereto this 2nd day of November 1984.

A. DE JAGER, Vice-Chairman of the Council.

J. DA MATTA, Vice-Chairman of the Employers' Association.

P. E. FARMER, Secretary of the Council.

25. VRYSTELLINGS

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

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

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

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule, onderworpe waaraan sodanige vrystelling verleen word; en
- (d) die geldigheidsduur van die vrystelling.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word agtereenvolgens nommer;
- (b) 'n kopie hou van elke sertifikaat wat uitgereik word;
- (c) wanneer vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingsertifikaat aan die betrokke werkgever stuur.

Namens die partye hierby op hede die 2de dag van November 1984 te Johannesburg onderteken.

A. DE JAGER, Ondervoorsitter van die Raad.

J. DA MATTA, Ondervoorsitter van die werkgewersorganisasie.

P. E. FARMER, Sekretaris van die Raad.

ANNEXURE A
PAY ENVELOPES

[Re clause 5 (4)]

Employee's name	No.		
Occupation	Period ending	Hours	Rate
Ordinary time			
Overtime			
Total			
Holiday pay			
Total			
Pension Fund: Deduction			
Taxable total			
Deductions:			
P.A.Y.E.			
U.I.F.			
Meals			
Lodging			
Council fees			
Trade union subscriptions			
Absenteeism			
Loans or advances			
Shortages			
Other (specify)			
Total deductions			
Net amount paid			

[Re clause 16 (2)]

Employer's name Week/Month ended

ANNEXURE C

Tel. 833-2513/4/5

REGISTRATION OF ALL EMPLOYERS AND SUBSEQUENT NOTIFICATION OF CHANGES

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

Dear Sir

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

1. Name of business in full

2. Street address.....

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

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

- Home address.....

- Name of partner/s Telephone No:

- Home address.....

- State whether: Sole owner Partnership Company

- If a company:

- (c) **Registered name**

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

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

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

- | | |
|------------|--|
| Restaurant | With/without liquor licence..... |
| Steakhouse | — State type of liquor licence held..... |

- | State | State type of liquor licence held | State | State type of liquor licence held |
|-------------|-----------------------------------|-------|-----------------------------------|
| Statenhouse | | | |
| Roadhouse | | Café | Fish and chips |

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

- | Other | | Other | |
|-------------------|-----------|-------------------|--------|
| No. of employees: | | No. of employees: | |
| Whites | Coloureds | Asians | Blacks |

- No. of employees: Whites Coloureds Asians Blacks
 Date of commencement of business

- Date of commencement of business

- Date Signature of employer or authorised person

.....
Signature of employer or authorised person

PARTICULARS OF FORMER OWNER

- Previous name of business Telephone No.

- Home address.....

- Bookkeeper Telephone No.....

- Address of bookkeeper..... Box No

RECORDS TO BE KEPT BY EMPLOYER

Week ending.....19.....

Shift (a)..... to

Shift (b)..... to

Shift (c)..... to

If only one shift per day worked, state the ordinary hours of commencing and ceasing work, viz. to

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Identity number of worker (if any)	Name in full	Occupation	Race [White, Coloured (excluding Asians), Asian or Black]	Specify age if under 21, otherwise state adult	Sex	Ordinary time worked (in hours or fractions thereof). State (a), (b) or (c) after the number of hours on each day according to the shifts worked— <i>vide</i> paragraph I	Total of ordinary time for week, i.e. excluding overtime	State whether on time work, piece-work or incentive bonus work	If time worker state ordinary rate of wages per hour, per day, per week or per month	If piece-worker or incentive bonus worker, state legal minimum amount payable per week	Amount due for ordinary time worked	Overtime worked (in hours or fractions thereof)	Total of overtime for week (hours)	Amount due for overtime worked	Amount of cost of living allowance due	Amount due in respect of any other allowances (specify kind of allowance)	Authorised deductions	Total amount paid for ordinary time and overtime.	Remarks
Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.						Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	
											R								
														-R	R	R	R	R	(a) If short-time worked, specify reason as either "absence of employee" or "short-time" required by employer. (b) If not working shifts (a), (b) or (c), state hours worked in each case. (c) If in receipt of other benefits, e.g. lodging or food, state nature and value thereof.

ANNEXURE E
CERTIFICATE OF SERVICE

(Re clause 18)

*I/We,
 carrying on business as
 at
 hereby certify that *Mr/Mrs/Miss
 was employed by *me/us from the day of 19.....
 to the day of 19.....
 in the occupation of
 At the termination of employment *his/her ordinary rate of pay was R per *week/month.
 Date
 Signature of employer or authorised person

* Delete whichever is inapplicable.

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

P.O. Box 2221
 JOHANNESBURG
 2000

ANNEXURE F(Re clauses 19 and 20)
Tel. 833-2513/4/5

Name of business Tel. No.
 Address of business Postal Code
 Name of bookkeeper Box No. Tel. No.
 Fees payable for the month of Acc. No. Date
 Payment of fees shall be made for each calendar month by the 15th of the following month.

Casual and special function casual employees	Whites		Coloureds		Asians		Blacks		Totals		Total no. of days worked	Amount due from employees at 7c per day		Amount due from employers at 5c per day		Total amount due at 12c		Total	
	M	F	M	F	M	F	M	F	M	F		R	c	R	c	R	c		
No. of employees																			
No. of days worked																			
All other employees	Whites		Coloureds		Asians		Blacks		Totals		Total no. of employees	Amount due from employees at 50c per month		Amount due from employers at 50c per month		Total amount due at R1 per month			
	M	F	M	F	M	F	M	F	M	F		R	c	R	c	R	c		
Full-time employees																			
Part-time employees																			

NUMBER OF ESTABLISHMENTS/BRANCHES ☐ × R3=

Industrial Council total

N.B.—The flat rate of R3 per month is payable by each firm and each branch, in addition to the employee/employer fees payable

CATERING, RESTAURANT AND TEAROOM ASSOCIATION

Clause 20 (2) (b).—Every employer shall, for the benefit of the Employers' Organisation, forward to the Secretary of the Council the subscription and/or levy payable by him to the said organisation in terms of the organisation's constitution, by not later than the 15th day of the month following that in which such subscription and/or levy fell due.

SCALE OF SUBSCRIPTIONS

Employees	Per annum	Per month
	R	R
1-3	36,00	3,00
4-10	48,00	4,00
11-20	60,00	5,00
21-30	72,00	6,00
31-50	84,00	7,00
51 and more	108,00	9,00

N.B. NEW MEMBERS: Entrance fee: R10.

T.R.A. Amount due=

WITWATERSRAND TEAROOM, RESTAURANT AND CATERING TRADE EMPLOYEES' UNION

Clause 20 (2) (a).—Every employer shall deduct from the wages of each member of the Trade Unions in his employ the subscription and/or levy payable by such employee to the appropriate Trade Union in terms of that Union's Constitution, and shall forward, for the benefit of the said union, the total amount deducted or required to be deducted during any one month, together with a list showing the names of the relevant employees to the Secretary of the Council by not later than the 15th of the month following that in which the deduction fell due.

SCALE OF SUBSCRIPTIONS

Only Whites—Coloureds—Asiatics

Deduction of R2 per month per employee including casuals and special function casual employees.

N.B.—Kindly enter on attached sheet particulars of trade union members.

Trade Union amount due=

Total amount due=

For office use only:

Date Receipt No. Month paid
 Debit Credit

AANHANGSEL C

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

Tel. 833-2513/4/5

JOHANNESBURG
2000

REGISTRASIE VAN ALLE WERKGEWERS EN LATERE KENNISGEWING VAN VERANDERING

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

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

Meneer

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

1. Volle naam van besigheid
2. Straataadres
3. Posbusnommer Telefoonnommer:
4. Naam van eienaar/s Telefoonnommer:
Huisadres
Naam van vennoot/vennote Telefoonnommer:
Huisadres
Meld of: Alleeneienaar Vennootskap Maatskappy

Indien maatskappy:

(a) Geregistreerde naam
(b) Adres van hoofkantoor

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

Restaurant } — Met/sonder 'n dranklisensie
Braairestaurant } — Tipe dranklisensie wat gehou word
Padkafee Kafee Vis en skyfies
Peuselkroeg/Wegneemetes Funksie spysenier Ander
Aantal werknemers: Blankes Gekleurdes Asiërs Swartes
Datum waarop besigheid 'n aanvang geneem het

Datum

Handtekening van werkgewer of gemagtigde persoon

BESONDERHEDE VAN VORIGE EIENAAR

Vorige naam van besigheid Telefoonnommer
Huisadres
Boekhouer Telefoonnommer
Adres van boekhouer Posbusnommer

REGISTERS WAT DEUR WERKGEWER GEHOU MOET WORD

Week geëindig.....19.....

I. Noem skofte in bedryfsinrigting gewerk:

Skof (a)..... tot

Skof (b)..... tot

Skof (c)..... tot

Indien slegs een skof per dag gewerk word, noem die gewone ure wanneer werk begin en eindig, nl tot

II. Besonderhede ten opsigte van persone in diens:

[illegible]

AANHANGSEL E
DIENSSERTIFIKAAT

(Sien klousule 18)

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

Handtekening van werkgewer of gemagtigde persoon

* Skrap wat nie van toepassing is nie.

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

Posbus 2221
JOHANNESBURG
2000

AANHANGSEL F(Sien klousules 19 en 20)
Tel. 833-2513/4/5

Naam van besigheid Tel. No.
 Adres van besigheid Poskode
 Naam van boekhouer Bus No. Tel. No.
 Fooie betaalbaar vir die maand Rek. No. Datum
 Betaling van fooie moet vir elke kalendermaand teen die 15de van die volgende maand gemaak word.

Los werknemers en los werk- nemers by spe- siale funksies	Blankes		Gekleurdes		Asiërs		Swartes		Totale		Totale getal dae gewerk	Bedrag verskul- dig deur werk- nemers teen 7c per dag		Bedrag verskul- dig deur werk- gewers teen 5c per dag		Totale bedrag verskuldig teen 12c		Totaal	
	M	V	M	V	M	V	M	V	M	V		R	c	R	c	R	c		
Getal werknemers																			
Getal dae gewerk																			
Alle ander werknemers	Blankes		Gekleurdes		Asiërs		Swartes		Totale		Totale getal werk- nemers	Bedrag verskul- dig deur werk- nemers teen 50c per maand		Bedrag verskul- dig deur werk- gewers teen 50c per maand		Totale bedrag verskuldig deur werknemers en werkgewers teen R1 per maand			
	M	V	M	V	M	V	M	V	M	V		R	c	R	c	R	c		
Voltydse werknemers																			
Deeltydse werknemers																			

AANTAL BEDRYFSINRIGTINGS/TAKKE ☐ × R3 =

Nywereheidsraadtotal

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

SPYSENIERS- RESTOURANT EN TEEKAMERVERENIGING

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

LEDEGELDSKAAL

	Per jaar	Per maand
	R	R
1–3 werknemers	36,00	3,00
4–10 werknemers	48,00	4,00
11–20 werknemers	60,00	5,00
21–30 werknemers	72,00	6,00
31–50 werknemers	84,00	7,00
51 en meer werknemers	108,00	9,00

NUWE LEDE: Toetredingsgeld: R10.

T.R.A.-bedrag verskuldig=

WITWATERSRAND TEEKAMER, RESTOURANT EN SPYSE-
NIERS WERKNEMERS VERENIGING

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

LEDEGELDSKAAL

Slegs Blankes—Gekleurdes—Asiërs

Aftrekking van R2 per maand per werknemer met inbegrip van los werknemers en los werknemers by spesiale funksies

N.B.—Bring asseblief besonderhede van vakvereniginglede op aangehegte vel papier aan.

Vakverenigingbedrag verskuldig=

Totale bedrag verskuldig=

Slegs vir kantoorgebruik:

Datum Kwitansie No. Maand betaal
Debiet Krediet

AANHANGSEL G

[Sien klousule 16 (3)]

TYDROOSTER

Datum waarop eerste keer opgeplak

Vir tydperk

Werknemer naam	Beroep	Maandag		Dinsdag		Woensdag		Donderdag		Vrydag		Saterdag		Sondag	
		Op diens	Van diens af	Op diens	Van diens af	Op diens	Van diens af	Op diens	Van diens af	Op diens	Van diens af	Op diens	Van diens af	Op diens	Van diens af

Datum waarop verwyder

Handtekening van werkgever of gemagtigde persoon

THE ONDERSTEPSPOORT JOURNAL OF VETERINARY RESEARCH

The Onderstepoort Journal of Veterinary Research is printed by the Government Printer, Pretoria, and is obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria, 0001. to whom all communications should be addressed.

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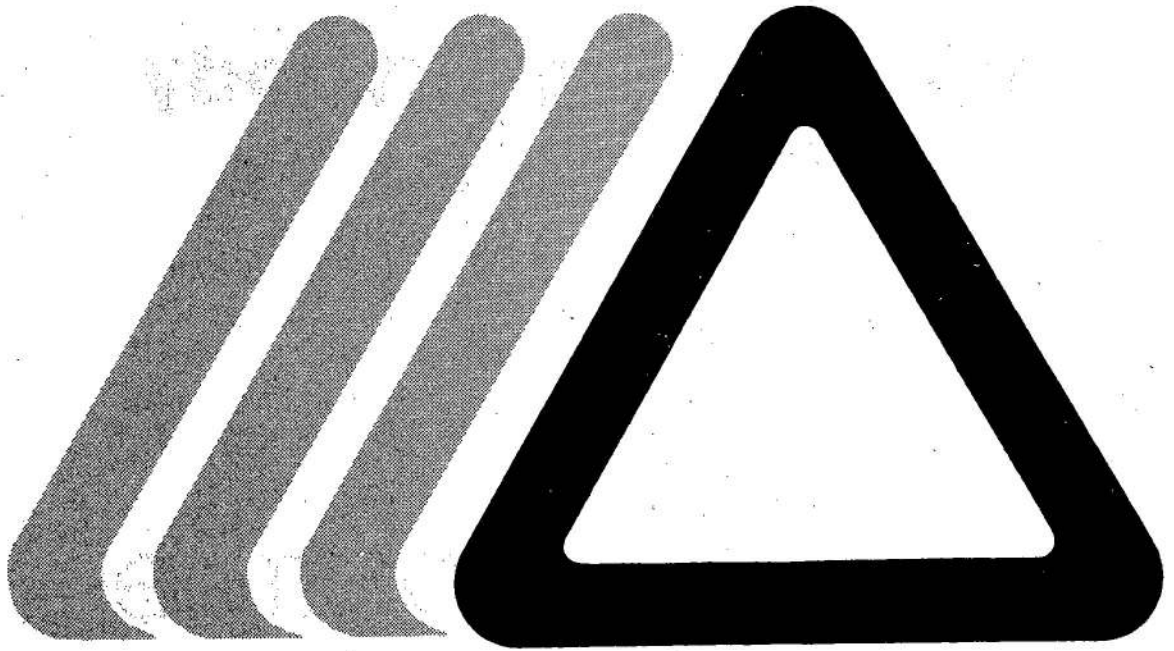
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**Drinking and driving is a criminal
offence**



**Drink en bestuur is 'n kriminele
oortreding**

Use it.

Don't abuse  it.

water is for everybody

Werk mooi daarmee.

Ons leef  daarvan.

water is kosbaar

CONTENTS			INHOUD		
No.		Page No.	No.		Bladsy No. Staats- koerant No.
GOVERNMENT NOTICE			GOEWERMENSKENNISGEWING		
Manpower, Department of			Mannekrag, Departement van		
<i>Government Notice</i>			<i>Goewermenskennisgewing</i>		
R. 397	Labour Relations Act (28/1956): Tearoom, Restaurant and Catering Trade, Witwaters- rand: Main Agreement	1 9604	R. 397	Wet op Arbeidsverhoudinge (28/1956): Tee- kamer, Restaurant- en Spyseniersbedryf, Witwatersrand: Hoofdooreenkoms.....	1 9604