

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

*Regulation Gazette*

No. 6724

*Regulasiekoerant*

Vol. 416

PRETORIA, 4 FEBRUARY 2000  
FEBRUARIE

No. 20840

**We all have the power to prevent AIDS**

AIDS  
affects  
us all



A  
new  
struggle

Prevention is the cure

**AIDS  
HELPLINE**

**0800 012 322**

DEPARTMENT OF HEALTH



**CONTENTS**

No.	Page No.	Gazette No.
<b>GOVERNMENT NOTICES</b>		
<b>Agriculture, Department of</b>		
<i>Government Notices</i>		
R. 91 Agricultural Product Standards Act (119/1990): Standards and requirements regarding control of the export of avocados: Amendment .....	3	20840
R. 92 do.: Standards and requirements regarding control of the export of canned mushrooms .....	4	20840
<b>Finance, Department of</b>		
<i>Government Notice</i>		
R. 75 Exchange Control Regulations: Change of name of an authorised dealer in foreign exchange.....	4	20840
<b>Labour, Department of</b>		
<i>Government Notices</i>		
R. 77 Labour Relations Act (66/1995): Cancellation of Government Notice: Restaurant, Catering and Allied Trades: Main Collective Agreement .....	5	20840
R. 78 do.: Restaurant, Catering and Allied Trades: Extension of Re-enactment and Amendment of Main Collective Agreement to Non-parties .....	5	20840
R. 79 do.: Cancellation of Government Notice: Liquor, Catering and Accommodation Trades, South Coast, Natal: Provident Fund Collective Agreement.....	17	20840
R. 80 do.: Liquor, Catering and Accommodation Trades, South Coast, Natal: Extension of Provident Fund Collective Re-enacting and Amending Agreement to Non-parties.....	17	20840
R. 81 do.: do.: Extension of Main Collective Re-enacting and Amending Agreement to Non-parties.....	21	20840

**INHOUD**

No.	Bladsy No.	Koerant No.
<b>GOEWERMENSKENNISGEWINGS</b>		
<b>Arbeid, Departement van</b>		
<i>Goewermenskennisgewings</i>		
R. 77 Wet op Arbeidsverhoudinge (66/1995): Intrekking van Goewermenskennisgewing: Restourant-, Spyseniers-, en Verwante Bedrywe: Hoof Kollektiewe Ooreenkoms.....	5	20840
R. 78 do.: Restourant-, Spyseniers-, en Verwante Bedrywe: Uitbreiding van Herbekragtiging en Wysiging van Hoof Kollektiewe Ooreenkoms na Nie-partye..	6	20840
R. 79 Labour Relations Act (66/1995): Cancellation of Government Notice: Liquor, Catering and Accommodation Trades, South Coast, Natal: Provident Fund Collective Agreement.....	17	20840
R. 80 do.: Liquor, Catering and Accommodation Trades, South Coast, Natal: Extension of Provident Fund Collective Re-enacting and Amending Agreement to Non-parties.....	17	20840
R. 81 do.: do.: Extension of Main Collective Re-enacting and Amending Agreement to Non-parites.....	21	20840
<b>Finansies, Departement van</b>		
<i>Goewermenskennisgewing</i>		
R. 75 Deviesebeheerregulasies: Verandering van naam van gemagtigde handelaar in buitelandse valuta .....	5	20840
<b>Landbou, Departement van</b>		
<i>Goewermenskennisgewings</i>		
R. 91 Wet op Landbouprodukstandaarde (119/1990): Standaarde en vereistes betreffende beheer oor die uitvoer van avokados: Wysiging .....	3	20840
R. 92 do.: Standaarde en vereistes betreffende beheer oor die uitvoer van ingemaakte sampioene.....	4	20840

## GOVERNMENT NOTICES GOEWERMENSKENNISGEWINGS

### DEPARTMENT OF AGRICULTURE DEPARTEMENT VAN LANDBOU

**No. R. 91****4 February 2000**

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

**STANDARDS AND REQUIREMENTS REGARDING CONTROL OF THE EXPORT OF AVOCADOS: AMENDMENT**

I, Ebenhaezer Rademeyer, appointed as Executive Officer in terms of section 2 (1) of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), hereby give notice under section 4 (3) (c) of the said Act, that—

- (a) the standards and requirements regarding control of the export of avocados as stipulated by Government Notice No. R. 1983 of 23 August 1991, promulgated by Government Notice No. 186 of 10 February 1998 and as amended by Government Notice No. 530 of 9 April 1999, are hereby further amended; and
- (b) the amendments mentioned in paragraph (a)—
  - (i) shall be available for inspection at the office of the Executive Officer: Agricultural Product Standards, Dirk Uys Building, 30 Hamilton Street, Arcadia, Pretoria;
  - (ii) may be obtained from the Executive Officer: Agricultural Product Standards, Department of Agriculture, Private Bag X258, Pretoria, 0001. Tel. (012) 319-6020 or fax (012) 319-6055, on payment of the prescribed fees; and
  - (iii) shall come into operation seven days after publication of this notice.

**E. RADEMEYER****Executive Officer: Agricultural Product Standards.****No. R. 91****4 Februarie 2000**

WET OP LANDBOUPRODUKSTANDAARDE, 1990 (WET No. 119 VAN 1990)

**STANDAARDE EN VEREISTES BETREFFENDE BEHEER OOR DIE UITVOER VAN AVOKADO'S: WYSIGING**

Ek, Ebenhaezer Rademeyer, ingevolge artikel 2 (1) van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990), as Uitvoerende Beampte aangewys, gee hiermee kragtens artikel 4 (3) (c) van die vermelde Wet, kennis dat—

- (a) die standaarde en vereistes betreffende beheer oor die uitvoer van, avokado's, soos vasgestel deur Goewermentskennisgewing No. R. 1983 van 23 Augustus 1991, afgekondig in Goewermentskennisgewing No. 186 van 10 Februarie 1998 en soos gewysig deur Goewermentskennisgewing No. 530 van 9 April 1999, hiermee verder gewysig word; en
- (b) die wysigings in paragraaf (a) vermeld—
  - (i) ter insae beskikbaar is by die kantoor van die Uitvoerende Beampte: Landbouprodukstandaarde, Dirk Uysgebou, Hamiltonstraat 30, Arcadia, Pretoria;
  - (ii) teen betaling van die voorgeskrewe bedrag vanaf die Uitvoerende Beampte: Landbouprodukstandaarde, Departement van Landbou, Privaatsak X258, Pretoria, 0001. Tel. (012) 319-6020 of faks (012) 319-6055, verkrygbaar is; en
  - (iii) sewe dae na publikasie van hierdie kennisgewing in werking tree.

**E. RADEMEYER****Uitvoerende Beampte: Landbouprodukstandaarde**



**No. R. 92****4 February 2000****NATIONAL DEPARTMENT OF AGRICULTURE**

AGRICULTURAL PRODUCT STANDARDS ACT, 1990 (ACT No. 119 OF 1990)

**STANDARDS AND REQUIREMENTS REGARDING CONTROL OF THE EXPORT OF CANNED MUSHROOMS**

I, Ebenhaezer Rademeyer, appointed as Executive Officer in terms of section 2 (1) of the Agricultural Product Standards Act, 1990 (Act No. 119 of 1990), hereby give notice under section 4 (3) (c) of the said Act that—

- (a) standards regarding control of the export of canned mushrooms have been promulgated by me; and
- (b) the said standards and requirements—
  - (i) shall be available for inspection at the office of the Executive Officer: Agricultural Product Standards, Dirk Uys Building, 30 Hamilton Street, Arcadia, Pretoria.
  - (ii) shall be obtained from the Executive Officer: Agricultural Product Standards, Department of Agriculture, Private Bag X258, Pretoria, 0001, on payment of the prescribed fees; and
  - (iii) shall come into operation seven days after the publication of this notice.

**E. RADEMEYER****Executive Officer: Agricultural Product Standards****No. R. 92****4 Februarie 2000****NASIONALE DEPARTEMENT VAN LANDBOU**

WET OP LANDBOUPRODUKSTANDAARDE, 1990 (WET No. 119 VAN 1990)

**STANDAARDE EN VEREISTES BETREFFENDE BEHEER OOR DIE UITVOER VAN INGEMAAKTE SAMPIOENE**

Ek, Ebenhaezer Rademeyer, ingevolge artikel 2 (1) van die Wet op Landbouprodukstandaarde, 1990 (Wet No. 119 van 1990), as Uitvoerende Beampte aangewys, gee hiermee kragtens artikel 4 (3) (c) van die vermelde wet kennis dat—

- (a) standaarde betreffende die beheer oor die uitvoer van ingemaakte sampioene deur my vasgestel is; en
- (b) die genoemde standaarde en vereistes—
  - (i) ter insae beskikbaar is by die kantoor van die Uitvoerende Beampte: Landbouprodukstandaarde, Dirk Uysgebou, Hamiltonstraat 30, Arcadia, Pretoria;
  - (ii) teen betaling van die voorgeskrewe bedrag vanaf die Uitvoerende Beampte: Landbouprodukstandaarde, Departement van Landbou, Privaatsak X258, Pretoria, 0001, verkrygbaar is; en
  - (iii) sewe dae na publikasie van hierdie kennisgewing in werking tree.

**E. RADEMEYER****Uitvoerende Beampte: Landbouprodukstandaarde****DEPARTMENT OF FINANCE  
DEPARTEMENT VAN FINANSIES****No. R. 75****4 February 2000****EXCHANGE CONTROL REGULATIONS****CHANGE OF NAME OF AN AUTHORISED DEALER IN FOREIGN EXCHANGE**

Paragraph 3 (a) of Government Notice No. R. 1112 of 1 December 1961, as amended, is hereby further amended by the deletion with immediate effect of **Fulcrum Science and Technology Bank Limited** from the list of authorised dealers for the purpose of Exchange Control Regulations published under Government Notice No. R. 111 of 1 December 1961 and by the addition of **Corpcapital Bank Limited** with effect from the same date.

**No. R. 75****4 Februarie 2000****DEVIESEBEHEERREGULASIES****VERANDERING VAN NAAM VAN GEMAGTIGDE HANDELAAR IN BUITELANDSE VALUTA**

Paragraaf 3 (a) van Goewermentskennisgewing No. R. 1112 van 1 Desember 1961, soos gewysig, word verder gewysig deur die skruppings met onmiddellike effek van **Fulcrum Science and Technology Bank Limited** van die lys van gemagtigde handelaars vir die doeleindes van die Deviesebeheerregulasies gepubliseer in Goewermentskennisgewing No. R. 111 van 1 Desember 1961 en deur die toevoeging van **Corpcapital Bank Limited** met ingang van dieselfde datum.

**DEPARTMENT OF LABOUR  
DEPARTEMENT VAN ARBEID****No. R. 77****4 February 2000**

LABOUR RELATIONS ACT, 1995

**CANCELLATION OF GOVERNMENT NOTICE****RESTAURANT, CATERING AND ALLIED TRADES: MAIN COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 707 of 22 May 1998, with effect from 14 February 2000.

**M. M. S. MDLADLANA****Minister of Labour****No. R. 77****4 Februarie 2000**

WET OP ARBEIDSVERHOUDINGE, 1995

**INTREKKING VAN GOEWERMENTSKENNISGEWING****RESTAURANT-, SPYSENIERS- EN VERWANTE BEDRYWE: HOOF KOLLEKTIEWE OOREENKOMS**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 707 van 22 Mei 1998 in, met ingang van 14 Februarie 2000.

**M. M. S. MDLADLANA****Minister van Arbeid****No. R. 78****4 February 2000**

LABOUR RELATIONS ACT, 1995

**RESTAURANT, CATERING AND ALLIED TRADES: EXTENSION OF RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Restaurant, Catering and Allied Trades and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in those Trades, with effect from 14 February 2000 and for the period ending 28 February 2001.

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



No. R. 78

4 Februarie 2000

WET OP ARBEIDSVERHOUDINGE, 1995

**RESTOURANT-, SPYSENIERS- EN VERWANTE BEDRYWE: UITBREIDING VAN HERBEKRAKTIGING EN WYSIGING  
VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Bedingingsraad vir die Restaurant-, Spyseniers- en Verwante Bedrywe aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedrywe, met ingang van 14 Februarie 2000, en vir die tydperk wat op 28 Februarie 2001 eindig.

**M. M. S. MDLADLANA****Minister van Arbeid****SCHEDULE**

**BARGAINING COUNCIL FOR THE RESTAURANT, CATERING AND ALLIED TRADES  
COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between

**CATRA, The Restaurant and Food Services Association of South Africa**

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

**Catering Employees' Union**

**Hotel and Allied Restaurant Workers' Union of South Africa**

**Distributive, Catering, Hotels and Allied Workers' Union of South Africa**

**South Africa Commercial, Catering and Allied Workers' Union**

and

**Hotel, Accommodation, Restaurant, Commercial, Catering and Allied Workers' Union**

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

being the parties to the Bargaining Council for the Restaurant Catering and Allied Trades.

**1. SCOPE OF APPLICATION**

- (1) The terms of this Agreement shall be observed in the Tearoom, Restaurant and Catering Trades—
  - (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
  - (b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs and Westonaria.
- (2) The terms of this Agreement shall not apply to non-parties in respect of clauses 1 (1) (a), 2 and 3.

**2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 28 February 2001.

**3. SPECIAL PROVISIONS**

The provisions contained in clauses 22 (2) (a) and 22 (3) of the Collective Agreement published under Government Notice No. R.707 of 22 May 1998 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

**4. GENERAL PROVISIONS**

The provisions contained in clauses 3 to 21, 22 (1), 22 (2) (b), 22 (4) and 23 up to and including 29 of the Former Agreement shall apply to employers and employees.

**5. CLAUSE 4. DEFINITIONS:**

- (1) Inset the following definitions before the definition of "Act".

**"Agent"** means any person employed by the Council and appointed in terms of its Constitution and who collects contributions on behalf of the Council or a third party and who may be delegated to investigate a complaint or carry out any other task which may be allocated to such person;



**"Agreement"** means this Agreement and "Collective Agreement" has a corresponding meaning.

(2) Insert the following definitions after the definition of "Act":

**"Actual wage"** means the wage rate per hour which an employer actually pays an employee in respect of the ordinary hours of work and "Wage" and "Prescribed Wage" have a corresponding meaning.

(3) Insert the following definition after the definition of "chef":

**"Child"**, means a person who is under 18 years of age.

(4) Substitute the existing definition of "contract waiter" for the following:

**"Contract waiter"**, means an independent person who performs the duties of a waiter in an establishment, and who agrees in writing with the owner to work odd shifts in accordance with a previously drawn up timetable, on a contractual basis, and is self directing, self reliant, and shall not be entitled to a status of an employee.

(5) Insert the following definitions after the definition of "delivery employee":

**"Designated agent"** means any person appointed by the Minister in terms of section 33 of the Act;

**"dispute"**, includes an alleged dispute.

(6) Insert the following definitions after the definition of "emergency work":

**"Employee"**, means any person who, excluding an independent contractor or person and contract waiter, works for another person and who receives, or is entitled to receive, any remuneration and any other person who in any manner assists in carrying on conducting the business of an employer; and further includes an employee who is employed by a labour broker or temporary employment service in the Sector, as defined;

**"employer"** means any person whomsoever who employs or provides work for any person or who permits such person whomsoever in any manner to assist him in the carrying on or conducting of a business in the Sector, as defined, and who remunerates or expressly or tacitly undertakes to remunerate such person; and "employ" or "employment" have corresponding meanings.

(7) Insert the following definition after the definition of "extra-heavy motor vehicle":

**"Fixed-term contract"** means a contract in writing which stipulates the period of the employment contract and termination date and does not raise future expectations of continued or further employment.

(8) Insert the following definition after the definition of "management trainee":

**"Medical practitioner"**, means a person entitled to practise as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), as amended, from time to time.

(9) Insert the following definition after the definition of "medium motor vehicle":

**"Midwife"**, means a person registered or enrolled to practise as a midwife in terms of section 16 of the Nursing Act, 1978 (Act No. 50 of 1978), as amended, from time to time.

(10) Insert the following definition after the definition of "minister":

**"Month"**, means a calendar month.

(11) Insert the following definition after the definition of "new employer":

**"Night work"**, means work performed after 18:00 and before 06:00 the next day.

(12) Substitute the existing definition of "overtime" for the following:

**"Overtime"**, means the time that an employee works during a day or a week in excess of ordinary hours of work.

(13) Insert the following definitions after the definition of "registered scope":

**"Remuneration"**, means any payment in money or in kind, or both in money and in kind, made or owing to any person in return for that person working for any other person, and "Remunerate", has a corresponding meaning.

(14) Insert the following definition after the definition of "sandwich":

**"Secretary"** means the Secretary of the Council and includes any official nominated or delegated by the Council to act on behalf of or perform the duties of the Secretary.

(15) Insert the following definition after the definition of "sector":

**"Serve"**, means to send by registered post, telegram, telex, telefax or deliver by hand.

(16) Insert the following definitions after the definition of "supervisor":

**"Trade union representative"**, means a trade union representative who is entitled to exercise the rights contemplated in section 14 of the Labour Relations Act, 1995.



**6. CLAUSE 5: WAGES**

- (1) Substitute clause 5 (1) (c) with the following:

"(c) **Contract waiter:** The owner shall pay a contract waiter not less than 2% of the value of orders executed (excluding VAT) and shall have no claim on any moneys received by the contract waiter in the form of tips as previously agreed to in writing. All moneys shall be paid at the end of each shift unless the contract waiter requests otherwise in writing. Both parties shall keep and maintain a record of such moneys received."

- (2) Insert the following new subclause (7) after subclause (6):

"(7) **Night work:** An employer who requires a full time employee, other than a contract waiter, a casual employee, a special function casual employee and employees mentioned in clause 9 (8) to perform nightwork shall pay such an employee an amount of 50 cents per hour or 5% of the ordinary wage (which ever is greater) as a shift allowance in addition to the employee's salary for the hours worked between 18:00 and 06:00 or grant the employee at least 10 minutes time off on full pay for every hour worked at the end of each week."

**7. CLAUSE 6: PAYMENT OF REMUNERATION**

Add the following new sub-clause "11" after 6 (10):

"(11) **Penalty for underpayment of minimum prescribed wages or unpaid arrear remuneration:**

- (1) Whenever any amount payable to the Council or an employee in terms of this Agreement is not paid in full and/or on the due date, a penalty of 10% shall be payable on such amount or any such lesser amount as may remain unpaid.
- (2) The Council, in its sole discretion, may waive the right to impose the penalty referred to above."

**8. CLAUSE 9. HOURS OF WORK**

- (1) Substitute subclause 9 (1) with the following:

"(1) **Ordinary hours of work:** As from the date of coming into operation of this Agreement, an employer may not require or permit an employee to work more ordinary hours than, in the case of—

(a) a watchman—

- (i) 50 hours in any week; and
- (ii) subject to paragraph (i) hereof, 10 hours on any day;

(b) all other employees—

- (i) 45 hours in any week; and
- (ii) nine hours in any day;
- (iii) by an agreement the employees ordinary hours of work may be extended up to 15 minutes in a day but not more than 60 minutes in a week;

(c) a casual employee, eight hours on any day;

(d) a special function casual employee 15 hours on any day."

- (2) Substitute the following for subclause 9 (4), (5), (6), (7) and (8):

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

- (a) a casual employee, three hours on any day;
- (b) a special function casual employee, four hours on any day;
- (c) all other employees, four hours on any day and 16 hours in any week;

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

(i) during unforeseen circumstances; and

(ii) during—

- (aa) the period 6 December to 15 January;
- (ab) shows and exhibitions;
- (ac) the Easter weekend.

- (5) 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, and such overtime shall not exceed four hours per day and sixteen hours per week.



**(6) Payment of overtime:**

- (a) An employer shall pay an employee who works overtime at a rate of not less than one and a half times his ordinary wage in respect of the total period so worked on any day or during any week.
  - (b) Where an employee agrees to work on his day of rest owing to unforeseen circumstances, he shall be granted two full working days off, or he shall be paid not less than double his hourly rate of pay.
  - (c) By agreement an employer may pay an employee not less than the employee's ordinary wage for overtime worked and grant the employee at least 30 minutes time off on full pay for every hour of overtime worked; or
  - (d) Grant an employee at least 90 minutes paid time off for each hour of overtime worked.
  - (e) An employer must grant paid time off within three months of the employee becoming entitled to it.
- (7) Save as provided for in sub-clause (3), all hours of work of an employee on any day shall be consecutive.
- (8) **Savings:** (a) The provisions of this clause shall not apply to an employee if and for so long as such employee is in receipt of a regular wage at a rate of not less than R45 000,00 per annum."

**9. CLAUSE 10. PROHIBITION OF EMPLOYMENT**

Insert the following new subclause "10 (d)" after "10 (c)":

**"(d) A child in employment—**

- (i) that is inappropriate for a person of that age;
- (ii) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development."

**10. CLAUSE 12: CONTRACT OF EMPLOYMENT**

Substitute the preamble to subclause 12 (1) with the following:

- "(1) Every employer shall in accordance with the Basic Conditions of Employment Act, No. 75/1997, provide each employee with a letter of employment or enter into an agreement showing at least the following:"

**11. CLAUSE 13: NOTICE OF TERMINATION OF EMPLOYMENT**

- (1) Substitute subclause 13 (1) (a), (b), (b) (i) and (b) (ii) with the following:

- (1) An employer or his employee, other than a casual employee, a special function casual employee or a contract waiter, who desires to terminate the contract of employment, shall give—
- (a) during the first month of employment, not less than one working day's notice;
  - (b) during the second, third and fourth months of employment, one week's notice, and
  - (c) thereafter, two weeks notice, of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of notice, in the case of—
    - (i) a working day's notice, the wage the employee is receiving at the time of such termination;
    - (ii) a week's notice, the weekly wage the employee is receiving at the time of such termination;
    - (iii) two weeks' notice, two weeks' wage the employee is receiving at the time of such termination.

- (2) Insert the following new sub-clause "(7)" after subclause (6) (j):

"(7) Guidelines for dismissal procedure for operational requirements (retrenchment procedure):

**(a) Notification of intention to retrench—**

- (i) should it become necessary and an employer contemplates retrenchment, he shall, in respect of unionised employees inform the relevant trade union(s) or, in the case of non-unionised employees, of this fact;
- (ii) a meeting shall be convened between the relevant parties by mutual agreement, following the trade union(s) or employees having received the notification of the necessity and intention to retrench;
- (iii) the notification of the envisaged retrenchment must be accompanied by at least but not limited to the following information:
  - (aa) The reason(s) for retrenchment;
  - (ab) the number of employees involved in the proposed retrenchment;
  - (ac) the proposed date of implementation of retrenchment which date shall not be sooner than four weeks after the date of notification of the envisaged retrenchment.



**(b) Consultation:**

- (i) The employer and trade union(s) or non-unionised employees shall meet as contemplated in subclause (a) above to consider the following alternatives:
  - (aa) Reduction of overtime;
  - (ab) transfers to other departments or operations (if possible);
  - (ac) working on a short time basis and/or work sharing;
  - (ad) reduction of employment of casual workers;
  - (ae) the granting of unpaid leave beyond normal annual leave provisions;
  - (af) acceptance of voluntary resignations and/or early retirement;
  - (ag) any other appropriate alternative.
- (ii) If retrenchment is unavoidable, the parties should apply the following guidelines in selecting employees for retrenchment:
  - (aa) Employees who have reached or exceeded the normal retirement age according to the terms and conditions of employment of the employer;
  - (ab) early retirement at the request of the employee or employer;
  - (ac) "Lifo"—last in, first out subject to skills and organisational criteria.

**(c) Notification to individual employees:**

After consultation as contemplated in subclause 2 above, individual employees selected for retrenchment shall be informed of this fact in writing by the employer. Employers shall, where possible, in order to alleviate hardship, consider the possibility of granting additional notice of termination of service due to operational requirements.

**(d) Severance pay:**

The employee shall be entitled to one week's severance pay for each completed year of continuous service with that employer subject to section 41 (2) of the Basic Conditions of Employment Act, 1997."

**12. CLAUSE 15: MATERNITY LEAVE**

Substitute the entire Clause 15 with the following:

- "(1) An employee is entitled to at least four consecutive months unpaid maternity leave.
- (2) An employee may commence maternity leave—
  - (a) at any time from four weeks before the expected date of the birth, unless otherwise agreed; or
  - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third trimester of pregnancy or bears a still born child is entitled to maternity leave for six weeks after the miscarriage or still birth whether or not the employee had commenced maternity leave at the time of the miscarriage or still birth.
- (5) An employee shall notify an employer in writing, unless the employee is unable to do so verbally, of the date on which the employee intends to—
  - (a) commence maternity leave; and
  - (b) return to work after maternity leave.
- (6) Notification in terms of subclause (5) must be given—
  - (a) at least four weeks before the employee intends to commence maternity leave; or
  - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable, but not less than two weeks before the commencement of maternity leave.
- (7) While an employee is on maternity leave the employer shall be entitled to employ in her stead a temporary employee in terms of clause 12, which temporary employee shall not be entitled to the status of a permanent employee (unless expressly agreed to in writing by both parties), nor will such employment be construed as to create the expectation of employment beyond such period.
- (8) **Protection of employees before and after birth of a child:**
  - (a) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her child.



- (b) During an employee's pregnancy, and for a period of six months after the birth of her child, her employer must offer her suitable, alternative employment on terms and conditions that are no less favourable than her ordinary terms and conditions of employment, if—
  - (i) the employee is required to perform night work that poses a danger to her health or safety or that of her child; and
  - (ii) it is practicable for the employer to do so.”.

### 13. CLAUSE 16: ANNUAL LEAVE

Insert the following new clause: “16A: Family Responsibility Leave” after subclause 16 (9) (e):

#### “16A. Family responsibility leave:

- (1) An employee who has been in employment with the same employer for longer than twelve months, and works for at least five days a week for that employer, at the request of the employee shall be entitled to three days paid leave during each annual leave cycle which may be taken—
  - (a) when the employee's child is born;
  - (b) when the employee's child or adopted child is sick;
  - (c) in the event of the death of the employee's spouse, life partner, parent, adopted parent, grand parent, adopted child, grandchild or sibling.
- (2) Before paying an employee for leave in terms of this clause, an employee shall submit proof of an event contemplated in subclause (1) for which the leave was taken.
- (3) An employee's unused entitlement to leave in terms of this clause shall expire at the end of the leave cycle in which it accrues.”.

### 14. CLAUSE 17: MEALS AND TRANSPORT

Amend the heading of clause 17 to read: Meals, Transport and Late night work.

Substitute “R50,00” with: “R60,00” in subclause (2) (b)—[night allowance].

Insert the following subclauses “(3)” and “(4)” after subclause (2) (b):

- “(3) **Late night work:** An employer who requires an employee to perform work in an environment with hazardous substances on a regular basis after 23:00 and before 06:00 the next day must—
  - (a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee reasonable understands—
    - (i) of any health and safety hazards associated with the work that the employee is required to perform; and
    - (ii) of the employee's right to undergo a medical examination in terms of paragraph (b);
  - (b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards—
    - (i) before the employee starts, or within a reasonable period of the employee starting, such work; and
    - (ii) at appropriate intervals while the employee continues to perform such work; and
  - (c) transfer the employee to suitable day work within a reasonable time if—
    - (i) the employee suffers from a health condition associated with the performance of night work; and
    - (ii) it is practicable for the employer to do so.
- (4) For the purposes of subclause (3), an employee works on a regular basis if the employee works for a period of longer than one hour after 23:00 and before 06:00 at least five times per month or 50 times per year.”.

### 15. CLAUSE 19: REGISTRATION OF EMPLOYERS

Substitute the preamble to clause 19 (1), viz. “Every employer shall—” with the following:

- (1) Every employer who has not already done so in pursuance of a previous agreement of the Council and every new employer who enters the Sector in the Council's registered scope of registration, shall—.....

### 16. CLAUSE 21: EXPENSES OF THE COUNCIL

- (1) Amend the heading of clause 21 to read: “INCOME AND EXPENSES OF THE COUNCIL:”

- (2) Insert the following new subclauses “(4)” and “(5)” after subclause (3):

- “(4) The amounts owing should either be forwarded to: P.O. Box 30822, Braamfontein, 2017, or delivered to the offices of the Council at 87 Juta Street, Braamfontein.



- (5) Notwithstanding anything to the contrary contained in this Agreement, the Council shall be entitled to a 5% collection fee on all funds administered by the Council or collected on behalf of any third party or fund, which said amount shall accrue to the general funds of the Council.

The Council, in its sole discretion, may waive the right to such entitlement.”.

17. Insert the following new clause “21A” after clause 21 (5):

**“21A. DEFAULT PAYMENTS**

**(1) Dishonoured cheques:**

When ever an employer pays any sum of money that is due to the Council in terms of this Agreement, in any manner other than in cash, and such payment is dishonoured for any reason whatsoever, then and in such event, a penalty shall be imposed on the employer, which penalty shall be equal to 10% or R100 whichever is the greater, of the amount due. Any penalty plus the full amount originally due, shall be payable in cash on demand.

**(2) Legal costs:**

Whenever it becomes necessary or expedient for the Council to institute legal action in a court of law for the recovery of any amounts of money due to either the Council, an employee or an employer in terms of subclause (1) but not paid over to the Council after having been requested to do so, then and in such event, the debtor shall be liable for all legal costs incurred by the Council in the recovery of the amount due, including costs on an attorney and client scale in the event of a legal practitioner, an arbitrator or a collections agency having been instructed by the Council to collect the amount.

**(3) Forfeiture of claimed amounts to Council:**

- (a) Whenever the Council has claimed an amount owing to an employee or an ex-employee in terms of this Agreement and the amount was paid over to the Council but the employee or ex-employee failed to collect such amount from the Council within a period of three years (36 months), such amount will accrue to the general funds of the Council. It will then be accepted that the employee or ex-employee have waived all its rights to such amount.
- (b) The employee or ex-employee will have no further- or alternate claim for the same amounts in terms of the Agreement against the employer.

**(4) Indemnity clause:**

The members of the Council, their alternates, the Executive Committee or their alternates and the Council officials shall not be liable for any debts and/or liabilities of the Council or any of its banking accounts or funds and they are hereby indemnified against all losses and/or expenses incurred or which may be incurred by them in the bona fide lawful execution or discharge of their duties.”.

**18. CLAUSE 23. DESIGNATED AGENTS AND AGENTS**

Substitute the following for clause 23:

**“23. ADMINISTRATION OF AGREEMENT, AGENTS AND DESIGNATED AGENTS**

- (1) The Council is responsible for the administration and enforcement of this Agreement.
- (2) The Council may issue guidelines or instructions to employers and employees regarding the implementation of this Agreement.
- (3) The Bargaining Council may request the Minister in terms of section 33 (1) of the Act to appoint a person as a designated agent.
- (4) The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.
- (5) In terms of section 33 (3) read with Section 142 of the Labour Relations Act, 1995, a designated agent may enter any establishment and question any employer or employee during the course of such inspection and inspect the record of wages paid, time worked and payments made for overtime, and it shall be the duty of every employer and employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for the purpose of ascertaining whether the terms of this Agreement are being observed.

It is an offence to—

- (a) obstruct or attempt to improperly influence an agent, designated agent or other person who is performing a function in terms of this Agreement;



- (b) present or submit a false or forged document;
- (c) pretend to be an agent or designated agent of this Council performing a function in terms of this Agreement;
- (d) refuse or fail to answer fully any lawful question put by an agent, designated agent or other person in the performance of his duties in terms of this Agreement;
- (e) refuse or fail to comply with any lawful request of, or lawful order by an agent, designated agent or person in the performance of his duties in terms of this Agreement;
- (f) hinder or obstruct an agent, designated agent or any other person performing a function in terms of this Agreement.

Upon conviction of an employer, an employee or other person of any of the offences mentioned in 6.1 above, a penalty similar to that prescribed in section 92 and 93 of the Basic Conditions of Employment Act, No. 75 of 1997, as amended, may be imposed.

#### **19. CLAUSE 25: RIGHTS AND OBLIGATIONS OF THE TRADE UNIONS**

Insert the following new subclause 25 (4) (f) after subclause 25 (4) (e):

- “(f) If an employer has the facilities of a photocopier and fax machines, the employer may permit Union representatives the reasonable use of such facilities under the supervision of management provided that permission has been obtained from management prior to the use of such facilities.”.

#### **20. CLAUSE 28: DISPUTE RESOLUTION FUNCTIONS OF THE COUNCIL**

Substitute the entire clause 28 with the following:

##### **“28. DISPUTE RESOLUTION FUNCTIONS OF THE COUNCIL**

- (1) The Council shall attempt to resolve all disputes referred to it, through conciliation and arbitration in accordance with its Constitution and the Act, except the undermentioned:
  - (a) Section 24 (6), (7) and 26 (11)—Agency Shop and Closed Shop Agreements;
  - (b) section 45—disputes about determinations made by the Minister in respect of proposals made by a statutory council;
  - (c) section 61 (5) to (8)—cancellation of Bargaining Council registration;
  - (d) section 62—disputes about demarcation or sectors and areas of councils;
  - (e) section 94—workplace forums.
- (2) A dispute must be referred to the Secretary of the Council for resolution in terms of this Agreement and the Labour Relations Act.
- (3) In any proceedings in terms of this Agreement or the Act—
  - (a) concerning any dispute or alleged contravention of this Agreement or the Act, the referring party must establish the existence of such dispute or alleged contravention;
  - (b) if the existence of such dispute or alleged contravention is established, the party against whom the allegation is made, must prove that such dispute or alleged contravention was fair or did not infringe any provision of this Agreement or the Act.

##### **A. CONCILIATIONS**

##### **(1) Disputes pertaining to contraventions of the Agreement:**

- (a) Disputes pertaining to contraventions of the Agreement must be filed with the Council by lodging a complaint in person or via a trade union/employer or employers' organisation in the form of a sworn statement.
- (b) The Secretary of the Council or a designated official may require an agent or official to investigate the dispute and/or may request further information, facts or data from either the referring party or the respondent.
- (c) The agent or official shall submit a written report to the Secretary or a designated official on the investigation and steps taken to ensure compliance of the requirements of the Agreement as well as a recommendation for finalisation of the complaint.
- (d) The time limit (30 days) for submission of referrals regarding dismissal disputes to the Council, as contemplated in terms of section 191 of the Act, shall be adhered to.



- (e) The referring party must serve a copy of the referral on all the parties to the dispute by means of—
  - (i) Fax-transmission;
  - (ii) Registered post; or
  - (iii) delivery by hand,and shall also submit the referral to the Council and at the same time furnish proof to the satisfaction of the Council or its designated official(s) that a copy of the referral has been served on all the parties to the dispute.
- (f) If the referral does not comply with the requirements of the Act, the Council must inform the parties accordingly in writing.
- (g) If the referral complies with the requirements of the Act, the Council must schedule a dispute/conciliation meeting and inform the parties accordingly. The conciliator shall attempt to resolve the dispute within 30 days from the date of receipt of the referral.
- (h) The parties may agree to extend the 30-day period provided good cause is shown, the request for extension is not motivated by delaying tactics, the request is made in writing, timeously and there is no prejudice to the other party/parties to the dispute. Parties that seek extension must obtain written consent from the other party/parties and submit a copy of such agreement to the Council.
- (i) Whenever a matter in dispute is referred to the Council after the 30 days contemplated in subclause 4, application for condonation for the late referral of the matter in dispute must be made. Particulars explaining the full reason(s) for the late referral, the degree of lateness, the prevailing circumstances beyond the control of the referring party, reasonableness of the explanation for the late referral, prejudice to the other party should condonation be approved or refused, prospects of success, etc. should be submitted to the Council.
- (j) If condonation is granted, the Council should convene a dispute/conciliation meeting as soon as possible but preferably within 30 days from the date of approval of the condonation.

**(2) Process of conciliations:**

The conciliator shall determine the process to attempt to resolve the dispute—

- (a) in any conciliation proceedings that may be conducted, a party shall appear in person unless circumstances dictate otherwise and may only be represented/assisted by—
  - (i) a director or an employee of that party; or
  - (ii) any member, office bearer or official of that party's registered trade union or registered employer's organisation and may not be represented or assisted by a labour consultant or a legal practitioner;
- (b) if the referring party/applicant fails to attend the scheduled meeting and the respondent party attends, the conciliator may, by agreement, postpone the proceedings or dismiss the referral;
- (c) if the respondent party fails to attend the scheduled meeting, the conciliator may, by agreement, postpone the proceedings or issue a certificate stating whether or not the dispute has been resolved. The original of that certificate shall be filed with the Council;
- (d) when all the parties to the dispute fail to attend the scheduled meeting, the conciliator may dismiss the referral;
- (e) should the referring party/applicant wishes to pursue the matter in dispute, it may re-refer the matter to the Council. If as a result, the new referral is outside the 30 days time limit contemplated in the Act, an application for condonation must accompany such new referral.

**(3) Arbitrations:**

- (a) If a dispute remains unresolved after the conciliation, the Council shall arrange for arbitration of the dispute if—
  - (i) the Constitution, Agreement or Act requires arbitration and any party to the dispute has requested in writing that it be resolved through arbitration;
  - (ii) a conciliator has issued a certificate stating the dispute remains unresolved; and
  - (iii) the written request referred to in sub-clause "(a)" above is within the time limits specified in the Act (90 days).



- (b) The referring party must serve a copy of the request for arbitration on all the parties to the dispute by means of—
- (i) fax-transmission;
  - (ii) registered post; or
  - (iii) delivery by hand,
- and shall also submit the above-mentioned request to the Council and at the same time furnish proof to the satisfaction of the of the Council or its designated official(s) that a copy of the request has been served on all the parties to the dispute.
- (c) If a request for arbitration is made after the 90-days time limit, the Council on good cause shown, may condone the non-observance of that time frame and allow the arbitration hearing to proceed.
- (d) If the request does not comply with the requirements of the Act, the Council must inform the parties accordingly in writing.
- (e) If the request complies with the requirements of the Act, the Council must schedule an arbitration hearing and inform the parties accordingly.
- (f) The Council shall appoint an arbitrator from its arbitration panel. The arbitrator shall determine the arbitration process and conduct the arbitration in a manner that he considers appropriate in order to determine the dispute fairly and quickly, but shall deal with the substantial merits of the dispute with the minimum of legal formalities.
- (g) In any arbitration proceedings, a party to the dispute shall appear in person and may be represented only by—
- (i) a legal practitioner;
  - (ii) director or an employee of that party; or
  - (iii) any member, office bearer or official of the party's registered trade union or registered employers' organisation.
- (h) If a party to the dispute fails to appear in person or to be represented at the arbitration proceedings, and that party—
- (i) had referred the dispute to the Council, the arbitrator may dismiss the matter;
  - (ii) had not referred the dispute to the Council, the arbitrator may—
  - (aa) continue with the arbitration proceedings in the absence of that party; or
  - (ab) adjourn the arbitration proceedings to a later date.
- (i) The arbitrator shall within 14 days of the conclusion of the arbitration proceedings, issue a duly signed arbitration award. The arbitrator may make any appropriate award in terms of the Act, including, but not limited to an award that:
- (i) gives effect to the provisions and primary objects of the Act;
  - (ii) gives effect to the Collective Agreement, as amended; and
  - (iii) includes or is in the form of a declaratory order.
- (j) The arbitrator may include an order for costs in the arbitration award if a party or the person representing that party in the arbitration proceedings, acted in frivolous and/or vexatious manner, by—
- (i) means of its conduct during the arbitration proceedings; or
  - (ii) by failing to attend the arbitration proceedings without good cause and/or neglect to
  - (iii) inform the Council timeously.
- (k) The arbitrator shall serve a copy of the award on each party to the dispute or its representatives and file the original of that award with the Council.
- (l) The Secretary of the Council may apply to the Labour Court under section 158 (1) of the Labour Relations Act to make the arbitration award an order of Court.”.

## 21. CLAUSE 29. EXEMPTIONS

Substitute the entire clause 29 with the following:

### “ 29. EXEMPTIONS

- (1) (a) The Council hereby confirms the status of an Exemptions Committee to consider applications for exemption from any of the provisions of this Agreement.



- (b) Any party may lodge an appeal to the Independent Exemptions Board—established by the Council in terms of Section 32 of the Act—against the decision(s) taken by the Exemptions Committee, or the withdrawal of such an exemption.
- (2) All applications for exemption shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Exemptions Committee appointed by the Council.
- (3) All applications for exemption shall be fully motivated and substantiated, and such application shall include the following details:
- (a) the period for which the exemption is required;
  - (b) the Agreement, clause(s) or subclause(s) of the Agreement from which exemption is required;
  - (c) proof that the exemption applied for, has been discussed with the employer, the employee(s) and their respective representatives. The responses resulting from such consultation(s), either in support of or against the application, are to be included with the application.
- (4) The Secretary of the Council shall place the applications for exemption for discussion and comment on the agenda at the next meeting of the Executive Committee following the date of such application.
- (5) The Secretary of the Council shall provide the Exemptions Committee with details of all the applications for exemption together with the comments by the Executive Committee.
- (6) The Exemptions Committee shall consider and decide on all written applications and, when requested by the applicant(s) or objector(s) to do so, may interview applicant(s) or objector(s) at its following meeting:

*Provided that the Exemptions Committee may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.*

- (7) Once the Exemptions Committee has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.
- (8) When the Exemptions Committee decided against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.
- (9) **Exemptions Criteria:** The Exemptions Committee and the Independent Exemptions Board, shall consider all applicants for exemption with reference to the following criteria:
- (a) The written and verbal substantiation provided by the applicant;
  - (b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
  - (c) the scope of the exemption required;
  - (d) the infringement of basic conditions of employment rights;
  - (e) the fact that a competitive advantage is not created by the exemption;
  - (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability;
  - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Tearoom, Restaurant and Catering Trades;
  - (h) any existing special economic or other circumstances which warrant the granting of the exemption;
  - (i) cognisance of the recommendations contained in the *Report of the Presidential Commission to investigate Labour Market Policy*.

Signed at Braamfontein on behalf of the parties, this 28th day of May 1999.

**J. MICHAELIDES.**

Catra

**T. PRINGLE.**

Unions

**M. H. VENTER.**

Secretary



**No. R. 79****4 February 2000**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

**LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL:  
PROVIDENT FUND COLLECTIVE AGREEMENT**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 912 of 31 July 1999, with effect from 14 February 2000.

**M. M. S. MDLADLANA**

Minister of Labour

**UMNYANGO WEZEMISEBENZI****No. R. 79****4 February 2000**

UMTHETHO WEZEMISEBENZI KA 1995

UKUKHANSELWA KWESAZISO SIKAHULUMENI

**UHWEDO LWEZOPHUZO OLUDAKAYO, IZINDAWO ZOKUDLA NOKULALA, OGWINI OLUSENINGIZIMU NE NATAL:  
ISIVUMELWANO SIKA WONKEWOKE SESIKHWAMA SOMKHUSU OZALAYO**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe womnyango wezemiSebenzi, ngokwesigaba 32 (7) somthetho wobuDiekwano kwezemiSebenzi ka 1995 (Labour Relations Act, 1995), ngikhansela iSaziso sikaHulumeni esinguNombolo R. 912 sika 31 July 1999, kusukela mhla ziwu 14 February 2000.

**M. M. S. MDLADLANA**

UNgqongqoshe wezemiSebenzi

**No. R. 80****4 February 2000**

LABOUR RELATIONS ACT, 1995

**LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL: EXTENSION OF PROVIDENT FUND  
COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 14 February 2000 and for the period ending 31 December 2003.

**M. M. S. MDLADLANA**

Minister of Labour

**No. R. 80****4 February 2000**

UMTHETHO WEZEMISEBENZI KA, 1995

**UHWEDO LWEZOPHUZO OLUDAKAYO, IZINDAWO ZOKUDLA NOKULALA, OGWINI OLUSENINGIZIMU NE NATAL:  
UKWELULWA KWESIVUMELWANO ESIPHINDA UKUMISWA NESICIBIYELAYO SIKA WONKEWONKE SESIKHWAMA  
SOMKHUSU OZALAYO KULABO ABANGEWONA AMALUNGU**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe womnyango wezemiSebenzi, ngokwesigaba 32 (2) somthetho wezemiSebenzi, ka 1995, (Labour Relations Act, 1995), ngiyamemezela ukuthi iSivumelwano esibuthela ndawonye abasezinhlanganweni esivela kwiSheduli yesiNgisi exhunywe lapha, esenziwa emkhandlwini obuthelandawonye



abasezinhlanganweni zabasebenzi Uhwebo Lwezophuzo Oludakayo, izindawo zokudla nokulala, Ogwini Oluseningizimu ne Natal (Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal) fithi siyisibopho ngokwesigaba 31 soMthetho WezemiSebenzi ka 1995 (Labour Relations Act, 1995), kulawo maqembu enza isivumelwano esichibiyelayo leso, siyababopha nabanye abaqashi nabaqashwa kulowo mkhakha wezimboni, kusukela ngomhlaka 14 February 2000, Kuze kube mhla ziwu 31 December 2003.

**M. M. S. MDLADLANA**

**UNgqogqoshe wezemiSebenzi**

**Gaphela:** Amakhophi esiZulu alesivumelwano angatholakala kumkhandlu wokuvumelana ophethe Uhwebo Lwezophuzo Oludakayo, Izindawo Zokudla Nokulala, Ogwini Oluseningizimu ne Natal.

## **SCHEDULE**

### **BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL**

#### **PROVIDENT FUND COLLECTIVE AGREEMENT**

The parties to this Agreement are Natal South Coast Accommodation Association, and Natal Liquor and Catering Trades Employees' Union.

This Agreement incorporates two different sectors, being—

1. the Private Hotel and Boarding House Trade, consisting of the Natal South Coast Accommodation Association representing the employers, and Natal Liquor and Catering Trades Employees' Union representing the employees; and
2. the Liquor and Catering Trade, consisting of the Natal South Coast Accommodation Association representing the employers and Hospitality Industries and Allied Workers' Union (HIAWU) representing the employees.

In accordance with the provisions of the Labour Relations Act, 1995, this Agreement is entered into between the Natal South Coast Accommodation Association, representing the employers in the Private Hotel and Boarding House Trade (hereinafter referred to as "the employers" or the "employers' organisation") and the Natal Liquor and Catering Trades Employees' Union, representing the employees in the Private Hotel and Boarding House Trade (hereinafter referred to as the "employees" or the "trade union") of the first part; and of the second part the Natal South Coast Accommodation Association, representing the employers in the Liquor and Catering Trade (hereinafter referred to as "the employers" or the "employers' organisation") and the Natal Liquor and Catering Trades Employees' Union, representing the employees in the Liquor and Catering Trade (hereinafter referred to as "the employees" or the "trade unions") being the parties to the Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal, to amend the Agreement published under Government Notice No. R. 912 of 31 July 1999.

#### **1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Liquor Trade, the Catering Trade and the Private Hotel and Boarding House Trade—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
- (b) in the Magisterial Districts of Port Shepstone, Umzinto and Durban (excluding the area within a radius of 16 kilometres from the General Post Office, Durban).

(2) Clauses 1 (1) (a) and (2) of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

#### **2. PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 December 2003.

#### **3. SPECIAL PROVISIONS**

The provisions contained in the Agreement published under Government Notice No. R. 912 of 31 July 1999 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

#### **4. GENERAL PROVISIONS**

The provisions contained in clauses 3 to 15 of the Former Agreement (as further amended from time to time), shall apply to employers and employees.

#### **5. ANNEXURE A**

Substitute the following Annexures A and A1 for the existing Annexure A.



## ANNEXURE A

## SCALE OF CONTRIBUTIONS IN THE LIQUOR AND CATERING TRADE WITH EFFECT FROM THE DATE OF COMING INTO OPERATION OF THIS AGREEMENT

Contribution wage	Monthly member 5%	Monthly employer 5%
R 400 to R 499,99 inclusive .....	22,50	22,50
R 500 to R 599,99 inclusive .....	27,50	27,50
R 600 to R 699,99 inclusive .....	32,50	32,50
R 700 to R 799,99 inclusive .....	37,50	37,50
R 800 to R 899,99 inclusive .....	42,50	42,50
R 900 to R 999,99 inclusive .....	47,50	47,50
R1 000 to R1 099,99 inclusive .....	52,50	52,50
R1 100 to R1 199,99 inclusive .....	57,50	57,50
R1 200 to R1 299,99 inclusive .....	62,50	62,50
R1 300 to R1 399,99 inclusive .....	67,50	67,50
R1 400 to R1 499,99 inclusive .....	72,50	72,50
R1 500 to R1 599,99 inclusive .....	77,50	77,50
R1 600 to R1 699,99 inclusive .....	82,50	82,50
R1 700 to R1 799,99 inclusive .....	87,50	87,50
R1 800 to R1 899,99 inclusive .....	92,50	92,50
R1 900 to R1 999,99 inclusive .....	97,50	97,50
R2 000 to R2 099,99 inclusive .....	102,50	102,50
R2 100 to R2 199,99 inclusive .....	107,50	107,50
R2 200 to R2 299,99 inclusive .....	112,50	112,50
R2 300 to R2 399,99 inclusive .....	117,50	117,50
R2 400 to R2 499,99 inclusive .....	122,50	122,50
R2 500 to R2 599,99 inclusive .....	127,50	127,50
R2 600 to R2 699,99 inclusive .....	132,50	132,50
R2 700 to R2 799,99 inclusive .....	137,50	137,50
R2 800 to R2 899,99 inclusive .....	142,50	142,50
R2 900 to R2 999,99 inclusive .....	147,50	147,50
R3 000 to R3 099,99 inclusive .....	152,50	152,50
R3 100 to R3 199,99 inclusive .....	157,50	157,50
R3 200 to R3 299,99 inclusive .....	162,50	162,50
R3 300 to R3 399,99 inclusive .....	167,50	167,50
R3 400 to R3 499,99 inclusive .....	172,50	172,50
R3 500 to R3 599,99 inclusive .....	177,50	177,50
R3 600 to R3 699,99 inclusive .....	182,50	182,50
R3 700 to R3 799,99 inclusive .....	187,50	187,50
R3 800 to R3 899,99 inclusive .....	192,50	192,50
R3 900 to R3 999,99 inclusive .....	197,50	197,50
R4 000 to R4 099,99 inclusive .....	202,50	202,50
R4 100 to R4 199,99 inclusive .....	207,50	207,50
R4 200 to R4 299,99 inclusive .....	212,50	212,50
R4 300 to R4 399,99 inclusive .....	217,50	217,50
R4 400 to R4 499,99 inclusive .....	222,50	222,50
R4 500 to R4 599,99 inclusive .....	227,50	227,50
R4 600 to R4 699,99 inclusive .....	232,50	232,50
R4 700 to R4 799,99 inclusive .....	237,50	237,50
R4 800 to R4 899,99 inclusive .....	242,50	242,50
R4 900 to R4 999,99 inclusive .....	247,50	247,50
R5 000 to R5 099,99 inclusive .....	252,50	252,50



**ANNEXURE A1****SCALE OF CONTRIBUTIONS IN THE LIQUOR AND CATERING TRADE WITH EFFECT FROM 1 SEPTEMBER 2000**

Contribution wage	Monthly member 6%	Monthly employer 6%
R 400 to R 499,99 inclusive .....	27,00	27,00
R 500 to R 599,99 inclusive .....	33,00	33,00
R 600 to R 699,99 inclusive .....	39,00	39,00
R 700 to R 799,99 inclusive .....	45,00	45,00
R 800 to R 899,99 inclusive .....	51,00	51,00
R 900 to R 999,99 inclusive .....	57,00	57,00
R1 000 to R1 099,99 inclusive .....	63,00	63,00
R1 100 to R1 199,99 inclusive .....	69,00	69,00
R1 200 to R1 299,99 inclusive .....	75,00	75,00
R1 300 to R1 399,99 inclusive .....	81,00	81,00
R1 400 to R1 499,99 inclusive .....	87,00	87,00
R1 500 to R1 599,99 inclusive .....	93,00	93,00
R1 600 to R1 699,99 inclusive .....	99,00	99,00
R1 700 to R1 799,99 inclusive .....	105,00	105,00
R1 800 to R1 899,99 inclusive .....	111,00	111,00
R1 900 to R1 999,99 inclusive .....	117,00	117,00
R2 000 to R2 099,99 inclusive .....	123,00	123,00
R2 100 to R2 199,99 inclusive .....	129,00	129,00
R2 200 to R2 299,99 inclusive .....	135,00	135,00
R2 300 to R2 399,99 inclusive .....	141,00	141,00
R2 400 to R2 499,99 inclusive .....	147,00	147,00
R2 500 to R2 599,99 inclusive .....	153,00	153,00
R2 600 to R2 699,99 inclusive .....	159,00	159,00
R2 700 to R2 799,99 inclusive .....	165,00	165,00
R2 800 to R2 899,99 inclusive .....	171,00	171,00
R2 900 to R2 999,99 inclusive .....	177,00	177,00
R3 000 to R3 099,99 inclusive .....	183,00	183,00
R3 100 to R3 199,99 inclusive .....	189,00	189,00
R3 200 to R3 299,99 inclusive .....	195,00	195,00
R3 300 to R3 399,99 inclusive .....	201,00	201,00
R3 400 to R3 499,99 inclusive .....	207,00	207,00
R3 500 to R3 599,99 inclusive .....	213,00	213,00
R3 600 to R3 699,99 inclusive .....	219,00	219,00
R3 700 to R3 799,99 inclusive .....	225,00	225,00
R3 800 to R3 899,99 inclusive .....	231,00	231,00
R3 900 to R3 999,99 inclusive .....	237,00	237,00
R4 000 to R4 099,99 inclusive .....	243,00	243,00
R4 100 to R4 199,99 inclusive .....	249,00	249,00
R4 200 to R4 299,99 inclusive .....	255,00	255,00
R4 300 to R4 399,99 inclusive .....	261,00	261,00
R4 400 to R4 499,99 inclusive .....	267,00	267,00



Contribution wage	Monthly member 6%	Monthly employer 6%
R4 500 to R4 599,99 inclusive .....	273,00	273,00
R4 600 to R4 699,99 inclusive .....	279,00	279,00
R4 700 to R4 799,99 inclusive .....	285,00	285,00
R4 800 to R4 899,99 inclusive .....	291,00	291,00
R4 900 to R4 999,99 inclusive .....	297,00	297,00
R5 000 to R5 099,99 inclusive .....	303,00	303,00

Signed at Port Shepstone, on behalf of the parties, this 1st day of November 1999.

**D. G. COMINOS**

Chairperson of the Council

**L. REDDY**

Vice-Chairperson of the Council

**PAUL VAN GORKOM**

Secretary of the Council

**No. R. 81**

**4 February 2000**

LABOUR RELATIONS ACT, 1995

**LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL: EXTENSION OF MAIN COLLECTIVE RE-ENACTING AND AMENDING AGREEMENT TO NON-PARTIES**

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 14 February 2000 and for the period ending 31 December 2003.

**M. M. S. MDLADLANA,**

Minister of Labour

**No. R. 81**

**4 February 2000**

UMTHETHO WEZEMISEBENZI KA, 1995

**UHWEDO LWEZOPHUZO OLUDAKAYO, IZINDAWO ZOKUDLA NOKULALA, OGWINI OLUSENINGIZIMU NE NATAL:**

**UKWELULWA KWESIVUMELWANO ESIPHINDA UKUMISWA SOKUCHIBIYELA ESIBUTHELA ABASEZINHLANGANWENI SELULLWA KULABO ABANGEWONA AMALUNGU**

Mina, Membathisi Mphumzi Shepherd Mdladlana, uNgqongqoshe womnyango wezemiSebenzi, ngokwesigaba 32 (2) somthetho wezemiSebenzi, ka 1995 (Labour Relations Act, 1995), ngiyamemezela ukuthi iSivumelwano esibuthela ndawonye abasezinhlanganweni esivela kwiSheduli yesiNgisi exhunywe lapha, esenziwa emkhandlwini obuthelandawonye abasezinhlanganweni zabasebenzi Uhwebo Lwezophuzo Oludakayo, izindawo zokudla nokulala, Ogwini Oluseningizimu ne Natal (Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal) futhi siyisibopho ngokwesigaba 31 soMthetho WezemiSebenzi ka 1995 (Labour Relations Act, 1995), kulawo maqembu enza isivumelwano esichibiyelayo leso, siyababopha nabanye abaqashi nabaqashwa kulowo mkhakha wezimboni, kusukela ngomhlaka 14 February 2000 Kuze kube mhla ziwu 31 December 2003.

**M. M. S. MDLADLANA,**

UNgqogqoshe wezemiSebenzi

**Gaphela:** Amakhophi esiZulu alesivumelwano angatholakala kumkhandlu wokuvumelana ophethe Uhwebo Lwezophuzo Oludakayo, Izindawo Zokudla Nokulala, Ogwini Oluseningizimu ne Natal.



**SCHEDULE****BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL  
MAIN COLLECTIVE AGREEMENT**

The parties to this Agreement are Natal South Coast Accommodation Association and Natal Liquor and Catering Trades Employees' Union.

This Agreement incorporates two different sectors, being—

- (1) the Private Hotel and Boarding House Trade consisting of the Natal South Coast Accommodation Association representing the employers and Natal Liquor and Catering Trades Employees' Union representing the employees; and
- (2) the Liquor and Catering Trade consisting of the Natal South Coast Accommodation Association representing the employers and Hospitality Industries and Allied Workers' Union (HIAWU) representing the employees.

In accordance with the provisions of the Labour Relations Act, No. 66 of 1995, this Agreement is entered into between the Natal South Coast Accommodation Association, representing the employers in the Private Hotel and Boarding House Trade (hereinafter referred to as "the employers" or the "employers' organisation") and Natal Liquor and Catering Trades Employees' Union representing the employees in the Private Hotel and Boarding House Trade (hereinafter referred to as the "employees" or the "trade union") of the first part; and on the second part Natal South Coast Accommodation Association, representing the employers in the Liquor and Catering Trade (hereinafter referred to as "the employers" or the "employers' organisation" and Natal Liquor and Catering Trades Employees' Union, representing the employees in the liquor and catering trade (hereinafter referred to as "the employees" or the "trade unions") of the second part, being parties of the Bargaining Council for the Liquor, Catering and Accommodation Trades, South Coast, Natal, to amend the Agreement published under Government Notice No. R. 194 of 19 February 1999, as amended by Government Notice No. R. 870 of 16 July 1999.

**1. SCOPE OF APPLICATION OF AGREEMENT**

(1) The terms of this Agreement shall be observed in the Liquor Trade, the Catering Trade and the Private Hotel and Boarding House Trade—

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade unions;
- (b) in the Magisterial Districts of Durban (excluding the area within a radius of 16 kilometres of the General Post Office, Durban), Port Shepstone and Umzinto.

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

(3) The terms of clauses 1 (1) (a), 2, 3 and 5 of this agreement shall not apply to employers and employees who are not members of the employers' organisation or the trade union.

**2. PERIOD OF OPERATION**

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 31 December 2003.

**3. SPECIAL PROVISIONS**

The provisions contained in clauses 15 (1), 18, 19, 20 and 22 (5) of the Agreement published under Government Notice No. R. 194 of 19 February 1999, as amended by Government Notice No. R. 870 of 16 July 1999, (hereinafter referred to as the "Former Agreement"), as further amended from time to time, shall apply to employers and employees.

**4. GENERAL PROVISIONS**

The provisions contained in clauses 3 to 14, 15 (2) to 17, 21 to 22 (4), 22 (6) to 62 of the Former Agreement (as further amended, extended and renewed from time to time), shall apply to employers and employees.

**5. CLAUSE 54: PAYMENT FOR WORK ON SUNDAYS**

Insert the following additional subclause 54 (4):

"An employer may by agreement with the trade union accrue sunday premium time over a period of no longer than 12 months and grant such accrued sunday premium time as additional paid time off."

**6. CLAUSE 51: REMUNERATION**

Substitute the following Schedules A and B for Schedule A:

**SCHEDULE A****BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL**

Scale of remuneration of the Liquor and Catering Trades with effect from 1 September 1999 in respect of the parties in respect of non-parties with effect from the date of coming into operation of the agreement to 29 February 2000;



	Monthly	Weekly	Daily	Hourly	Pro rata leave (up to 3 years' service)	Pro rata leave (over 3 years' service)
Assistant manager.....	1,017,00	234,87	42,70	5,22	14,38	19,57
Barman:						
First year of experience .....	877,00	202,54	36,83	4,50	12,40	16,88
Second year of experience .....	926,00	213,86	38,88	4,75	13,09	17,82
Third year of experience .....	1 003,00	231,64	42,12	5,15	14,18	19,30
Thereafter.....	1 066,00	246,19	44,71	5,47	15,07	20,52
Bookkeeper .....	1 113,00	257,04	46,73	5,71	15,74	21,42
Cashier .....	892,00	206,00	37,45	4,58	12,61	17,17
Clerical employee:						
First year of experience .....	808,00	186,61	33,93	4,15	11,43	15,55
Second year of experience .....	821,00	189,61	34,47	4,21	11,61	15,80
Thereafter.....	919,00	212,24	38,59	4,72	12,99	17,69
Cook:						
First year of experience .....	803,00	185,45	33,72	4,12	11,35	15,45
Second year of experience .....	821,00	189,61	34,47	4,21	11,61	15,80
Third year of experience .....	846,00	195,38	35,52	4,34	11,96	16,28
Thereafter.....	893,00	206,24	37,50	4,58	12,63	17,19
General service employers .....	774,00	178,75	32,50	3,97	10,94	14,90
Handyman .....	821,00	189,61	34,47	4,21	11,61	15,80
Head cook .....	1 044,00	241,11	43,84	5,36	14,76	20,09
Head waiter .....	948,00	218,94	39,81	4,89	13,40	18,24
Hotel trainee:						
First year of experience .....	794,00	183,37	33,34	4,07	11,23	15,28
Second year of experience .....	850,00	196,30	35,69	4,36	12,02	16,36
Thereafter.....	925,00	213,63	38,84	4,75	13,08	17,80
Housekeeper .....	850,00	196,30	35,69	4,36	12,02	16,36
Kitchen supervisor.....	863,00	199,31	36,24	4,43	12,20	16,61
Laundry supervisor.....	863,00	199,31	36,24	4,43	12,20	16,61
Manager .....	1 268,00	292,84	53,24	6,51	17,93	24,40
Motor vehicle driver.....	850,00	196,30	35,69	4,36	12,02	16,36
Night porter.....	863,00	199,31	36,24	4,43	12,20	16,61
Off-sales attendant:						
First year of experience .....	821,00	189,61	34,47	4,21	11,61	15,80
Second year of experience .....	863,00	199,31	36,24	4,43	12,20	16,61
Third year of experience .....	898,00	207,39	37,71	4,61	12,70	17,28
Thereafter.....	1 071,00	247,34	44,97	5,50	15,14	20,61
Off-sales manager .....	1 081,00	249,65	45,39	5,55	15,28	20,80
Porter.....	828,00	191,22	34,77	4,25	11,71	15,93
Receptionist.....	919,00	212,24	38,59	4,72	12,99	17,69
Restaurant manager.....	1 153,00	266,68	48,49	5,93	16,33	22,22
Telephone switchboard operator .....	808,00	186,61	33,93	4,15	11,43	15,55



	Monthly	Weekly	Daily	Hourly	Pro rata leave (up to 3 years' service)	Pro rata leave (over 3 years' service)
Waiter/wine steward:						
First year of experience .....	774,00	178,75	32,50	3,97	10,94	14,90
Second year of experience .....	783,00	180,83	32,88	4,02	11,07	15,07
Third year of experience .....	825,00	190,53	34,64	4,23	11,67	15,88
Thereafter .....	925,00	213,63	38,84	4,75	13,08	17,80
Watchman .....	780,00	180,14	32,75	3,60	11,03	15,01

N.B. Hours of work: Watchman—50 hours per week; others—45 hours per week.

### SCHEDULE B

#### BARGAINING COUNCIL FOR THE LIQUOR, CATERING AND ACCOMMODATION TRADES, SOUTH COAST, NATAL

Scale of remuneration of the Liquor and Catering Trades with effect from 1 March 2000 to 31 August 2000;

	Monthly	Weekly	Daily	Hourly	Pro rata leave (up to 3 years' service)	Pro rata leave (over 3 years' service)
Assistant manager .....	1 027,00	237,18	43,12	5,27	14,52	19,76
Barman:						
First year of experience .....	887,00	204,85	37,25	4,55	12,54	17,07
Second year of experience .....	936,00	216,17	39,30	4,80	13,23	18,01
Third year of experience .....	1 013,00	233,95	42,54	5,20	14,32	19,50
Thereafter .....	1 076,00	248,50	52,18	5,52	15,21	20,71
Bookkeeper .....	1 123,00	259,35	47,15	5,76	15,88	21,61
Cashier .....	902,00	208,31	37,87	4,63	12,75	17,36
Clerical employee:						
First year of experience .....	818,00	188,91	34,35	4,20	11,57	15,74
Second year of experience .....	831,00	191,92	34,89	4,26	11,75	15,99
Thereafter .....	929,00	214,55	39,01	4,77	13,14	17,88
Cook:						
First year of experience .....	813,00	187,76	34,14	4,17	11,50	15,65
Second year of experience .....	831,00	191,92	34,89	4,26	11,75	15,99
Third year of experience .....	856,00	197,69	35,94	4,39	12,10	16,47
Thereafter .....	903,00	208,55	37,92	4,63	12,77	17,38
General service employee .....	784,00	181,06	32,92	4,02	11,09	15,09
Handyman .....	831,00	191,92	34,89	4,26	11,75	15,99
Head cook .....	1 054,00	243,42	44,26	5,41	14,90	20,28
Head waiter .....	958,00	221,25	40,23	4,92	13,55	18,44
Hotel trainee:						
First year of experience .....	804,00	185,68	33,76	4,13	11,37	15,47
Second year of experience .....	860,00	198,61	36,00	4,41	12,16	16,55
Thereafter .....	935,00	215,94	39,26	4,80	13,22	17,99
Housekeeper .....	860,00	198,61	36,11	4,41	12,16	16,55
Kitchen supervisor .....	873,00	201,62	36,66	4,48	12,34	16,80



	Monthly	Weekly	Daily	Hourly	Pro rata leave (up to 3 years' service)	Pro rata leave (over 3 years' service)
Laundry supervisor .....	873,00	201,62	36,66	4,48	12,34	16,80
Manager .....	1 278,00	295,15	53,66	6,56	18,07	24,60
Motor vehicle driver .....	860,00	198,61	36,11	4,41	12,16	16,55
Night porter .....	873,00	201,62	36,66	4,48	12,34	16,80
Off-sales attendant:						
First year of experience .....	831,00	191,92	34,89	4,26	11,75	15,99
Second year of experience .....	873,00	201,62	36,66	4,48	12,34	16,80
Third year of experience .....	908,00	209,70	38,13	4,66	12,84	17,47
Thereafter .....	1 081,00	249,65	45,39	5,55	15,28	20,80
Off-sales manager .....	1 091,00	251,96	45,81	5,60	15,43	21,00
Porter .....	838,00	193,53	35,18	4,30	11,85	16,13
Receptionist .....	929,00	214,55	39,01	4,77	13,14	17,88
Restaurant manager .....	1 163,00	268,59	48,83	5,97	16,44	22,38
Telephone switchboard operator .....	818,00	188,91	34,35	4,20	11,57	15,74
Waiter/wine steward:						
First year of experience .....	784,00	181,06	32,92	4,02	11,09	15,09
Second year of experience .....	793,00	183,14	33,30	4,07	11,21	15,26
Third year of experience .....	835,00	192,84	35,06	4,29	11,81	16,07
Thereafter .....	935,00	215,94	39,26	4,80	13,22	17,99
Watchman .....	790,00	182,45	33,17	3,65	11,17	15,20

**N.B.** Hours of work: Watchman—50 hours per week; others—45 hours per week.

Signed at Port Shepstone on behalf of the parties, this 1st day of November 1999.

**D. G. COMINOS**

Chairperson of the Council

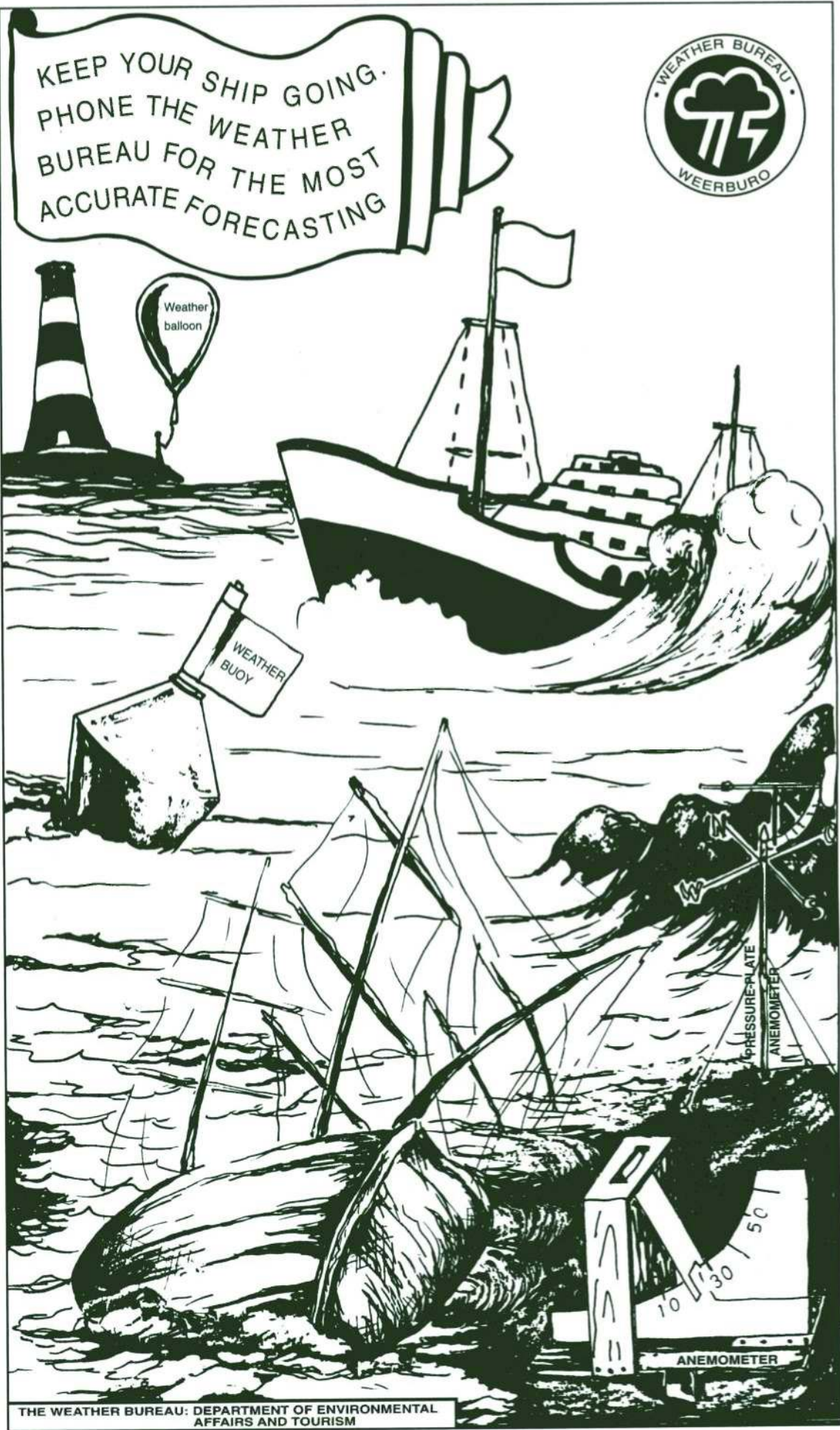
**L. REDDY**

Vice-Chairperson of the Council

**PAUL VAN GORKOM**

Secretary of the Council







# THE WEATHER BUREAU HELPS FARMERS TO PLAN THEIR CROP



THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM  
DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSAKE EN TOERISME



LIVE IN HARMONY WITH NATURE



THE WEATHER BUREAU: DEPARTMENT OF  
ENVIRONMENTAL AFFAIRS AND TOURISM



*Looking for back copies and out of print issues of  
the Government Gazette and Provincial Gazettes?*

## The State Library has them!

Let us make your day with the information you need ...

The State Library Reference and Information Service  
PO Box 397  
0001 PRETORIA  
Tel./Fax (012) 321-8931  
E-mail: [infodesk@statelib.pwv.gov.za](mailto:infodesk@statelib.pwv.gov.za)



*Soek u ou kopieë en uit druk uitgawes van die  
Staatskoerant en Provinsiale Koerante?*

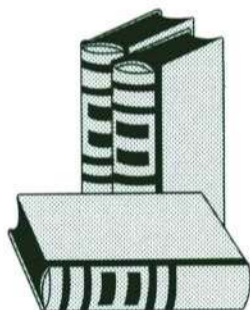
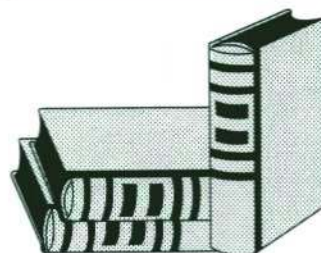
## Die Staatsbiblioteek het hulle!

Met ons hoef u nie te sukkel om inligting te bekom nie ...

Die Staatsbiblioteek Naslaan- en Inligtingdiens  
Posbus 397  
0001 PRETORIA  
Tel./Faks (012) 321-8931  
E-pos: [infodesk@statelib.pwv.gov.za](mailto:infodesk@statelib.pwv.gov.za)



*Where is the largest amount of meteorological information in the whole of South Africa available?*



*Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?*



Wetlands are wonderlands!



Department of Environmental Affairs and Tourism



Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001  
Publications: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510  
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504  
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737  
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001  
Publikasies: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510  
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504  
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737  
Kaapstad-tak: Tel: (021) 465-7531