

No. R. 577

27 July 2012

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE FOOD RETAIL, RESTAURANT,
CATERING AND ALLIED TRADES**

CANCELLATION OF GOVERNMENT NOTICE

I, **NELISIWE MILDRED OLIPHANT**, Minister of Labour, hereby in terms of section 32(7) of the Labour Relations Act, 1995, cancel Government Notice No. R.41Cof / June 2012 from the date of coming into operation of the agreement.

MINISTER OF LABOUR

SCHEDULE**BARGAINING COUNCIL FOR THE FOOD RETAIL, RESTAURANT,
CATERING AND ALLIED TRADES****RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT**

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

Professional Caterers Association

and

CATRA

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

South African Commercial, Catering and Allied Workers' Union

(SACCAWU)

and the

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

(CCRAWUSA)

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the Bargaining Council for the Food Retail, Restaurant,
Catering and Allied Trades.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Food Retail, Restaurant,
Catering and Allied Trades –

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 July 2013.

2A. SPECIAL PROVISIONS

The provisions of clauses 3(5), 23, 24 and 35 of the Agreement published under Government Notice No. R.177 of 12 February 1999 as amended and enacted by Government Notices R.244 of 16 March 2001, R. 1105 of 9 November 2001, R. 1048 of 25 July 2003, R. 813 of 12 August 2005, R.768 of 24 August 2007 and R. 908 of 29 August 2008 (hereinafter referred to as the "Former Agreement"), as further extended, amended, renewed and re-enacted from time to time, shall apply to employers and employees.

2B. GENERAL PROVISIONS

The provisions contained in clause 3(1) to (4), 4 to 22 and 25 to 34 of the Former Agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees.

3. CLAUSE 5: REMUNERATIONS: WAGES

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

"Employees that are paid above the minimum wage as determined in this Agreement shall be entitled to a minimum increase of-

- (a) 7% across the board but managers earning over R55 000.00 per annum will be entitled to 5% increase with effect from the date of coming into operation of this agreement to 31 July 2013.
- (b) small employer – may reduce the increase as specified in subclause (a) by 10%."

- (2) Substitute the existing table for the attached wage table.

Job Description	With effect from the date of coming into operation of this agreement until 31 July 2013		
	Monthly	Weekly	Hourly
Assistant Manager			
Area A	4 304.52	994.11	22.09
Area B	4 147.28	957.80	21.28
Baker/Confectionery caterer/Cook			
Area A	2 377.44	549.06	12.20
Area B	2 290.62	529.01	11.75
Barman			
Area A	2 960.49	683.71	15.19
Area B	2 852.34	658.73	14.63
Blockman			
Area A	3 165.05	730.95	16.24
Area B	3 049.44	704.25	15.65
Cashier/Clerk/Storeman/Packer			
Area A	2 685.32	620.16	13.78
Area B	2 587.24	597.51	13.27
Catering Assistant			
Area A	2 509.35	579.52	12.87
Area B	2 417.70	558.36	12.40
Chef			
Area A	4 114.55	950.24	21.11
Area B	3 964.25	915.53	20.34
Chef "unqualified"			
Area A	3 703.10	855.21	19.00
Area B	3 567.83	823.97	18.31
Driver			
Area A	2 390.34	552.04	12.26
Area B	2 303.02	531.87	11.81
General Assistant			
Area A	2 284.16	527.51	11.72
Area B	2 197.30	507.45	11.27
Manager			
Area A	4 825.69	1 114.47	24.76
Area B	4 649.43	1 073.77	23.86
Supervisor			
Area A	3 538.84	817.28	18.16
Area B	3 409.18	787.33	17.49
Waiter			
Area A	2 251.99	520.09	11.55
Area B	2 169.74	501.09	11.13
Watchman			
Area A	2 251.99	520.09	11.55
Area B	2 169.74	501.09	11.13

4. CLAUSE 6. PAYMENT OF REMUNERATION

- (1) Substitute the following for sub-clause 4(a):

“(4) (a) **Meals:** Every employee, other than a nightwatchman, shall be entitled to receive free of charge those meals that fall within his working hours in addition to the wages prescribed for such employee. Where such meals are not provided, an employer shall pay him not less than the amounts as specified as follows:

Full time employees:

R95.00 per week with effect from the date of coming into operation of this agreement to 31 July 2013 and thereafter.

Casual, special function and part-time employees in lieu of meals not provided:

R13.00 per meal with effect from the date of coming into operation of this agreement to 31 July 2013 and thereafter.”

- (2) Substitute the following for sub-clause 6:

“(6) **Transport:** An employer shall provide transport for his employees working later than 20:00 on any day of the week or pay employees an amount of;

R165.00 per month with effect from the date of coming into operation of this agreement to 31 July 2013 and thereafter in lieu of transport.

An employer who has provided transport prior to this Agreement shall not change to the option of the payment of transport in order to avoid providing transport."

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

(1) Substitute the following for sub-clause 9:

"(9) Night shift allowance:

In the event that an employee, other than a special function casual employee, a casual employee or a contract waiter, that works after 20:00 and has been authorised so to work, the employer shall pay such employee:

- (a) R8.00 per shift for hours worked less than four hours.
- (b) R16.00 per shift for hours worked in excess of four hours."

6. CLAUSE 22. 13TH CHEQUE

(1) Substitute the following for sub-clause 22 (a):

"(a) An employer shall pay the employee the following amounts for completed years of service.

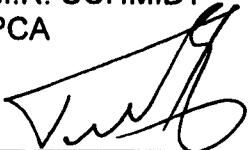
- (i) one weeks wage for one to two years completed service;
- (ii) two weeks wages for three to four years completed service;
- (iii) one month salary for five years and thereafter's completed service."

- (b) For the purpose of sub-clause (a), payment shall become due on the anniversary of employment and employees earning above R50 000.00 per annum shall not qualify for this payment.

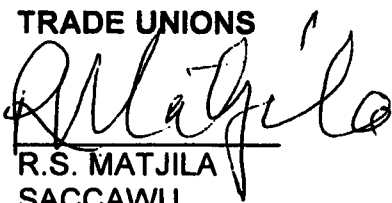
Signed at Pretoria this 10TH day of MAY 2012.

EMPLOYERS' ORGANISATIONS

M.R. SCHMIDT
PCA



D.F.J. COETZEE
CATRA

TRADE UNIONS

R.S. MATJILA
SACCAWU



I. MOSWEU
CCRAWUSA

**BARGAINING COUNCIL FOR THE FOOD RETAIL, RESTAURANT,
CATERING AND ALLIED TRADES**

M.R. SCHMIDT
CHAIRMAN



R.S. MATJILA
VICE-CHAIRMAN



M. BASILIO
SECRETARY