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## GOVERNMENT NOTICE

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### DEPARTMENT OF LABOUR

No. R. 587

27 July 2012

### LABOUR RELATIONS ACT, 1995

#### BARGAINING COUNCIL FOR THE FISHING INDUSTRY :

#### EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, **NELISIWE MILDRED OLIPHANT**, 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 Fishing Industry** 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.....*6 August 2012*..... and for the period ending 30 June 2013.

*M. N. OLIPHANT*  
**MINISTER OF LABOUR**

No. R. 587

27 July 2012

**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI  
NABASEBENZI BEMBONI YOKUDOBA: UKWELULELWA  
KWESIVUMELWANO SABAQASHI NABASEBENZI ESICHIBIYELAYO  
SELULELWA KULABO ABANGEYONA INGXENYE YASO**

Mina, NELISIWE MILDRED OLIPHANT, uNgqongqoshe WezabaSebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yokudoba**, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela mhlaka.....6.....*Ku-Ncwaba.....2012*..kuze kube ngu 30 kuNhlangulana 2013.

*M. N. OLIPHANT*  
**UNGQONGQOSHE WEZABASEBENZI**

# BARGAINING COUNCIL FOR THE FISHING INDUSTRY

## MAIN AGREEMENT

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## SCHEDULE

### SECTION I: GENERAL

#### PART A: INTRODUCTION

##### 1. PARTIES TO THE AGREEMENT

In accordance with the provision of The Act, this agreement is made and entered into by and between  
**THE SOUTH AFRICAN FISHING INDUSTRY EMPLOYERS ORGANISATION**  
(Herein after referred to as "the employer") of the one part  
and  
**TRAWLER& LINE FISHERMEN'S UNION (TALFU),  
NATIONAL CERTIFICATED FISHING AND ALLIED WORKERS UNION (NCFAWU);  
FOOD AND THE ALLIED WORKERS UNION (FAWU),**  
(Herein after referred to as "the employee"), of the other part,  
being the parties to this Main Agreement of the Bargaining Council for the Fishing Industry (hereinafter referred to as "the Council").

##### 2. PURPOSE OF THE AGREEMENT

This agreement aims to advance economic development and social justice by fulfilling the primary objects by giving effect to, and regulate the right to, fair labour practices conferred by section 23 of the Constitution of the Republic of South Africa 1996, by establishing and enforcing basic conditions of employment in the scope of the Council for Employees employed on vessels at sea, excluded from the Basic Conditions of Employment Act.

#### PART B: APPLICATION

##### 3. SCOPE OF APPLICATION

- 3.1. This agreement applies to all employers and/or employees within the Republic of South Africa, who are members of any of the parties to this agreement and who are employed in the:-
- 3.1.1. Hake Deep-sea Bottom Trawl Sector;
  - 3.1.2. Hake Inshore Bottom Trawl Sector; and
  - 3.1.3. Horse Mackerel Mid-Water Trawl Sector.
- 3.2. On extension of this agreement to non-parties by the Minister, any employer may apply to the Bargaining Council's Executive Committee for exemption from the terms of this collective agreement in terms of clause 37.

##### 4. PERIOD OF OPERATION

The terms and conditions set out herein shall come into operation:

- 4.1. In respect of the parties as agreed and shall remain in force until cancelled by the parties to this Agreement; and
- 4.2. In respect of non-parties to the Agreement as from the date determined by the Minister until cancelled by the Minister.

##### 5. PRESUMPTION AS TO WHO IS AN EMPLOYEE:

- 5.1. A person who works for, or provides services to, another person is presumed to be an employee if-
- 5.1.1. his manner or hours of work are subject to control or direction;
  - 5.1.2. he forms part of the business structure of the employer;
  - 5.1.3. he has worked for the other person for at least four (4) days per month;
  - 5.1.4. he is economically dependent on the other person;
  - 5.1.5. he is provided with his or her tools or work equipment; or
  - 5.1.6. he only works for, or renders service to, one person.

- 5.2. If one of these factors is present, the person is presumed to be an employee until the employer proves that he is not.
- 5.3. For the purpose of this agreement, a person whose services have been procured for, or provided by a Temporary Employment Service as regulated in terms of section 198 of The Act.

## PART C: DEFINITIONS

### 6. INTERPRETATION

- 6.1. Headings of paragraphs shall be deemed to have been included for purposes of convenience only and shall not affect the interpretation of this agreement.
- 6.2. Unless the context indicates otherwise any word or expression that is defined in The Act shall have the same meaning as in The Act.
- 6.3. Unless inconsistent with the context words relating to: Any gender shall include the other gender, and vice versa; the singular shall include the plural, and vice versa; and a natural person shall include association of persons having corporate status by statute or common law.
- 6.4. The Council may issue guidelines to employers and employees regarding the implementation and/or interpretation of the wording of this agreement from time to time, as it deems appropriate.

### 7. GENERAL DEFINITIONS

Unless otherwise indicated the word-

- 7.1. **THE ACT** shall mean the Labour Relations Act 66 of 1995 as amended.
- 7.2. **BASIC DAILY RATE** shall mean the Basic Daily Rate of pay for the rank in which the employee is signed on the vessel as per individual existing plant level agreements.
- 7.3. **CALENDAR DAY** shall mean any day of the week including Saturdays and Sundays starting at midnight each Day.
- 7.4. **COMMISSION** shall mean the amount payable to the employee for fish landed multiplied by the Unit Ton, where applicable, and the Commission rate for the rank in which the employee is signed on the vessel. The Commission rates are as per the rates in existing individual plant level agreements.
- 7.5. **DAY** shall mean a period of twenty-four (24) hours measured from when an employee starts work.
- 7.6. **EMPLOYEE** shall mean the same as defined in The Act, as read with clause 5 above, despite the period or manner of employment.
- 7.7. **FISH** shall mean any form of marine life used as food for human consumption, landed in acceptable condition and quality as laid down by the employer's standard quality control regulations.
- 7.8. **FISHING INDUSTRY** shall for the purpose of this agreement hold the same meaning as defined in the Bargaining Council's Constitution as follows:

**"Fishing Industry"** means the Industry in which employers and employees are associated for the purposes of legally exploiting in respect of the Marine Living Resources Act, No 18 of 1998, any form of marine living resource by searching, catching, taking or harvesting, farming, growing, the procuring and processing of fish, for financial gain, by Deep-Sea Bottom Trawling, In-shore Bottom Trawling and Mid-Water Trawling.

**"Deep-Sea Bottom Trawling"** means the fishing operations at sea in which the employers and their employees are associated for the purpose of Deep-Sea Bottom Trawling by way of a net for fin fish species outside a five nautical mile perimeter west of twenty degrees east longitude and outside the hundred- and-ten meters isobaths east of twenty degrees east longitude.

**"In-Shore Bottom Trawling"** means the fishing operations at sea in which the employers and their employees are associated for the purpose of Bottom Trawling within the hundred-and-ten meters isobaths.

**"Mid-Water Trawling"** means fishing for Horse Mackerel with any net which can be dragged by a fishing vessel along any depth between the bed and the surface of the sea without continuously touching the bottom.

**"Processing of Fish"** for the purposes of this definition means the activities undertaken on any vehicle or vessel at sea, where any substance or article is produced from any form of marine living resources by any method, including but not limited to the work of cutting up, dismembering, separating parts of, cleaning and sorting, lining and preserving thereof or where any form of marine living resources are packed, dried, gutted, salted, iced, chilled, frozen or otherwise processed for sale.

- 7.9. **HOME PORT** shall mean any port of fishing harbour in the Republic of South Africa in which the employee was engaged.
- 7.10. **LAY-OFF** shall be when the employer cannot provide employees with work and they are temporarily placed on forced unpaid absence.
- 7.11. **PLACE OF WORK** shall mean the vessel on which the employee has signed the articles.
- 7.11A **PUBLIC HOLIDAY** shall mean all public holidays declared in terms of the Public Holidays Act no 36 of 1994 as amended from time to time, excluding the arrangement of public holiday that coincides with a Sunday.
- 7.12. **REMUNERATION** shall mean the sum of all monies received by the employee from the employer which includes but is not limited to –
- 7.12.1. Basic Daily Rate;
  - 7.12.2. Commission;
  - 7.12.3. Bonuses;
  - 7.12.4. Allowances; and/or
  - 7.12.5. Leave Pay.
- 7.13. **SAMSA** shall mean the South African Maritime Safety Authority.
- 7.14. **SERVE** shall for the purpose of this agreement hold the same meaning as "notice" and which is defined in the Bargaining Council's Constitution to mean where notice was given by –
- 7.14.1. effecting personal service of the notification on any representative of the party concerned;
  - 7.14.2. posting a registered letter containing the notification to the offices of the party concerned; or
  - 7.14.3. telefaxing the notification to the offices of the party concerned, provided that the telefax
  - 7.14.4. receipt shows that the notice has been transmitted to and received by the addressee; electronic mail where "read receipt" notifications are activated.

7.15. **SHORE LEAVE** shall mean the number of leave days due in terms of subclause 17.2 below.

7.15B. **TEMPORARY EMPLOYMENT SERVICE** shall mean a Labour Broker in layman terms and regulated in terms of section 198 of in The Act.

7.16. **TON** shall mean the metric tonne of a thousand (1000) kilograms.

7.17. **TRAWLER** shall mean a fishing vessel irrespective of size or method of propulsion, which is employed in the catching of fish by way of trawling.

7.18. **TRIP** shall mean the period between the times of sailing from and docking in a port.

7.19. **UNIT TON** shall mean the tonnes of fish as per landing report converted by the factors for each size, species as defined by the employer and agreed to by the representative trade union, where applicable.

7.20. **VOYAGE** shall mean the number of days at sea plus the number of days Shore Leave related to one or more Trips with short turnarounds, where a turnaround shall refer a situation where the a vessel docks and/or offloads and goes to sea again without a delay on another trip.

7.21. **WORKING DAY** shall mean any of or combination of the following: -

- 7.21.1. Working on board a fishing vessel;
- 7.21.2. Shore Leave accumulated as contemplated in subclause 17.2. below;
- 7.21.3. Standby awaiting a vessel;
- 7.21.4. Working ashore awaiting a vessel; or
- 7.21.5. Any form of sanctioned paid leave.

## 8. **JOB DESCRIPTIONS:**

8.1. **ABLE SEAMAN:** Means an employee employed as a deckhand on a freezer or fresh Fish Trawler who is in possession of an Able Seaman Certificate qualifying him proficient in Survival Craft and efficient at Deck Rating and who is knowledgeable about net mending, splicing and familiar with all types of rigging and running gear. Takes watch as lookout or helmsman, should this so be required by the Skipper.

8.2. **BOSUN:** Means an employee who is in possession of the required SAMSA Certificate and forms part of the Deckhand complement on a vessel. The employee is responsible to co-ordinate the deck and Fish-hold activities of the Spare Hands and Deckhands and who takes a watch when necessary.

8.3. **CHARGE HAND:** Means an employee on board a Trawler who actively works and supervises a team of Factory-/Spare-/Fish-hold Hands in the proper handling, gutting, cleaning, packing and stowage of the catch, and who reports to the Factory Supervisor/Assistant Factory supervisor in charge. The employee shall also perform other duties such as the preparation of production requirements (packaging, processing area, etc.) before sailing times, cleaning and painting of production areas as the employee shall be required to do so from time to time and assisting on deck as required by the Skipper. This should be read with the definitions of Able Seaman defined in 8.1 above and Lifeboat man defined in subclause 8.25 below.

8.4. **COOK:** Means an employee who is in possession of a Certificate of Efficient Cook or exempted by SAMSA, and who is responsible for the preparing of orders for victuals and for the preparation and cooking



of food for a crew complement of not more than 30. The employee shall account for the galley and mess-room utensils, supplies of victuals, and is responsible for the cleanliness of the galley, mess-room and provision storage areas.

- 8.5. **COOK – FIRST:** Means an employee who is in possession of a Certificate of Efficient Cook or exempted by SAMSA, and who is responsible for the preparing of orders for victuals and for the preparation and cooking of food for a crew complement of more than 30. The employee shall account for the galley and mess-room utensils, supplies of victuals, and is responsible for the cleanliness of the galley, mess-room and provision storage areas.
- 8.6. **COOK – SECOND:** Means an employee on a Trawler, with a complement of more than 40 people, who assists the cook in the performance of the employee's duties and who is in possession of a Certificate for Efficient Cook or exempted by SAMSA.
- 8.7. **COOK– THIRD:** Means an employee on a Trawler, who reports directly to the Chief Cook who is in possession of an Efficient Cook Certificate. Prepares and cooks food aboard trawler vessel and cleans, cuts, and cooks meat, fish, and poultry as directed by Chief Cook apportions food for servings and cleans pots, pans, ranges, and other cooking equipment.
- 8.8. **COOK – RELIEF:** Means an employee on a Trawler, with a complement of more than 40 people, who assists the cook in the performance of the employee's duties and who is in possession of a Certificate for Efficient Cook or exempted by SAMSA, in the absence of the Second Cook.
- 8.9. **DECKHAND** - Means an employee employed in catching, handling of fishing gear, repairing of nets cleaning and washing of decks, assists in the processing in the factory/stowage of the catch. And who takes a watch as lookout or helmsman should it so be required by the Skipper, assists in keeping the ship clean and paints up to arm's length as required. This should be read with the definitions of Able Seaman defined in 8.1 above and Lifeboat man defined in subclause 8.25 below.
- 8.10. **DRIVER:** Means an employee holding a certificate of competency as a Marine Motorman Grade 3, equivalent or higher, appointed to a Trawler not less than 350 KW, who is responsible for the running of the engine and the upkeep and maintenance of all ancillary equipment and who also assist in the handling of the catch.
- 8.11. **FACTORY HAND:** Holds a similar definition as Spare Hand defined in subclause 8.35 below.
- 8.12. **FACTORY MANAGER:** Means an employee, who is responsible to the Skipper, or the employee's designate for the proper handling, for the stowage and quality control (HACCP) of the catch on a Trawler and who is also responsible for ensuring that factory personnel carry out their duties in an efficient manner.
- 8.13. **FACTORY MANAGER - ASSISTING:** Means an employee who assists the Factory Manager in the performance of the employee's duties.
- 8.14. **FACTORY SUPERVISOR:** Holds a similar definition as Factory Manager defined in subclause 8.12 above.
- 8.15. **FACTORY SUPERVISOR - ASSISTING:** Holds a similar definition as Factory Manager - Assisting defined in 8.13 above

- 8.16. **FISH-HOLD HAND:** Holds a similar definition as Spare Hand defined in subclause 8.35 below.
- 8.17. **FISH-HOLD HAND – SENIOR:** Holds a similar definition as Spare Hand defined in subclause 8.35 below but reports directly to the Factory Manager
- 8.18. **FISHMEAL OPERATOR:** Means an employee employed in the production of fish-meal and who cleans and paints fish-meal plant spaces and fish-meal storage areas as required, and fulfils other production functions as required.
- 8.19. **GREASER:** Means an employee who takes an engine room watch together with a Certificated Marine Engineer, who assists in oiling and greasing of machinery in engine room and on deck, as well as cleans and paints engine room spaces.
- 8.20. **GREASER – M3:** Means an employee who is in possession of an M3 Efficient Certificate and who takes an engine room watch together with a certificated marine engineer and who assists in oiling and greasing machinery in the engine room and on deck and who cleans and paints engine-room spaces.
- 8.21. **GREASER – M4:** Means an employee who is in possession of an M4 Efficient Certificate and who takes an engine room watch together with a certificated marine engineer and who assists in oiling and greasing machinery in the engine room and on deck and who cleans and paints engine-room spaces.
- 8.22. **GREASER - TRAINEE:** Means an employee who report directly to the Greaser and is responsible for the oils and greases moving parts, such as gears, shafts, and bearings, of engines and auxiliary equipment used to propel maritime vessels. This employee is also responsible for examining machinery for specified pressure and flow of lubricants. As well as filling the oil cups on machinery with grease and lubricating oil, according to machinery lubrication instructions and also to read pressure and temperature gauges and records data in engineering log.
- 8.23. **HOUSEKEEPING – GALLEYHAND:** Means an employee who keeps the galley, alley ways, toilets & officers' cabins clean, who assists the Cook in the employee's duties and keeps all eating utensils clean, and at the skipper's discretion assists in the handling of fish on deck and/or factory at times when fishing is heavy.
- 8.24. **HOUSEKEEPING - LAUNDRESS:** Means an employee who reports directly to the Chief Mate and is responsible for the washes and irons of crew sheets, blankets, and other linens used by crew on board. The employee uses equipment usually found in household and supplying crew with sheets, blankets, towels and other linens.
- 8.25. **LIFEBOATSMAN (PISC):** Means an employee employed as a deckhand on a freezer or fresh Fish Trawler who is in possession of a Lifeboats man Certificate qualifying him Proficient in Survival Craft and who is knowledgeable about net mending, splicing and familiar with all types of rigging and running gear. Takes watch as lookout or helmsman, should it so be required by the Skipper.
- 8.26. **HOUSEKEEPING – CHIEF STEWARD/ESS:** Means an employee who reports directly to the Chief Mate and is responsible for comfort of the officers and also for the cleaning of the Captain's Cabin and changes

the linens and towels and makes up the beds and also serve the food and drinks to the officers in the mess room.

- 8.27. **MARINE ENGINEER - CHIEF:** Means an employee holding a certificate of competency as required by SAMSA regulations for the vessel size the employee serves on, who is responsible for all technical aspects of the Trawler. He is also a watch-keeping officer is appointed to a Trawler as required by the current Manning Regulations Government Gazette No 15304, 1st December 1993.
- 8.28. **MARINE ENGINEER - ASSISTING:** Means an employee holding a certificate of competency as required by SAMSA regulations for the vessel size the employee serves on under a Chief Marine Engineer, and who as a watch-keeping officer is appointed to a Trawler as required by the current Manning Regulations Government Gazette No 15304, 1st December 1993.
- 8.29. **MARINE ENGINEER – MECHANIC:** Means an employee who is responsible for the upkeep of the machinery and other equipment to be in good working order. Also responsible to prevent breakdowns by checking, cleaning and oiling machine parts regularly and to fix machines when they break down.
- 8.30. **MATE:** Means an employee holding a certificate of competency as a Fisherman Grade 7 or higher or equivalent, who is appointed to a Trawler of 100 or more gross registered tons, as a watch-keeping officer and who is responsible to the Skipper for handing of the catch, assembly of fishing gear, supervision of deck personnel and may be the appointed safety officer or representative.
- 8.31. **PRODUCTION MANAGER:** Holds a similar definition as Factory Manager defined in subclause 8.12 above.
- 8.32. **PRODUCTION MANAGER - ASSISTING:** Holds a similar definition as Factory Manager - Assistant defined in subclause 8.13 above.
- 8.33. **SKIPPER:** Means an employee holding a certificate of competency as a Fisherman Grade 4 or higher or equivalent who also is responsible for the safety, navigation, housekeeping, all operations of the Trawler of 100 or more gross registered tons, the crew complement and who directs fishing operations. The Skipper is appointed safety officer in terms of the Maritime Occupational and Safety Regulations, 1994.
- 8.34. **SECOND ENGINEER:** Holds a similar definition as Marine Engineer – Assisting as defined in subclause 8.28 above.
- 8.35. **SPARE HAND:** Means an employee on a Trawler who actively participates in the handling and processing of Fish. Reports in the execution of the employee's duties to the Charge hand and shall perform any duties as the employee may be required to do by management of the company or the master of the vessel. The employee may also be appointed to assist the Cook with the employee's functions. The employee may further be instructed by the Skipper to assist in cleaning functions, i.e. galley, alleyways and toilets. This should be read with the definitions of Able Seaman defined in subclause 8.1 above and Lifeboat man as defined in subclause 8.25 above.

## SECTION II: CORE RIGHTS

### PART D: REMUNERATION

#### 9. MINIMUM REMUNERATION

- 9.1. It is agreed by the parties that actual remuneration rates be increased by the percentage indicated in the respective chamber agreements as well as the minimum remuneration rates, as reflected in the new minimum rates scheduled attached:
- 9.1.1. Annexure "A" – Hake Deep-sea Bottom Trawl Sector
  - 9.1.2. Annexure "B" – Hake Inshore Bottom Trawl Sector
  - 9.1.3. Annexure "C" – Horse Mackerel Mid-Water Trawl Sector
- 9.2. No employee shall be paid less than the minimum remuneration prescribed in the respective chamber agreements attached for any employee's relevant rank after incorporation of the increase referred to in subclause 9.1 above.
- 9.3. Subject to subclause 9.2 above, some ranks are excluded from having a prescribed minimum remuneration and marked "Unprescribed", as the rate of remuneration for such rank normally exceeds an annual income level of one hundred forty nine thousand seven hundred and thirty six rand (R 149 736-00).
- 9.4. The prescribed minimum remuneration schedule per chamber setting out the minimum rates of pay per Working Day for each rank that shall be effective from the date that this agreement comes into force.
- 9.5. Should the employer require an employee to work for five (5) days or more in a rank which has a higher remuneration as prescribed for the rank that the employee holds, the employer shall pay that employee at the higher remuneration for the full period the employee worked in the higher rank: Provided such change in rank is authorised by the Skipper and logged as such.
- 9.6. A temporary employee shall be paid at the rate for the rank the employee holds contained in the remuneration schedule for the specific sector in which the employee is employed.

#### 10. PAYMENT OF REMUNERATION

- 10.1. An employee shall be paid, calculated over a period of a month, the greater remuneration of:
- 10.1.1. the actual amount earned paid in terms of any other agreement; or
  - 10.1.2. the amount equal to the number of Working Days entitled to in the month in question multiplied by the minimum remunerations rate for the employee's rank, as set out for the specific sector in which the employee is employed.
- 10.2. For the purpose of calculating the number of Working Days as contemplated in subclause 10.1.2, any Day that has been declared a Public Holiday, shall be calculated as two (2) Working Days when such a Public Holiday coincides with any Working Day.
- 10.3. The employer shall pay the employee all the remuneration due to him in terms of subclause 10.1 above at least once every 30 days.
- 10.4. Payment shall be made –
- 10.4.1. in cash;
  - 10.4.2. by bank transfer;
  - 10.4.3. by bank deposit; or

10.4.4. by cheque.

10.5. Payments in cash shall be made in an envelope during a Working Day.

10.6. Payment shall be accompanied by a pay slip with the following details:

- 10.6.1. The name of the employer;
- 10.6.2. The name, identity number, clock number and/or payroll number of the employee;
- 10.6.3. Employee's date of engagement;
- 10.6.4. The rank of the employee;
- 10.6.5. The total number of Working Days;
- 10.6.6. The rate(s) of remuneration;
- 10.6.7. Any other payment due to the employee in accordance with this agreement;
- 10.6.8. Any other payment due to the employee in accordance with the employee's individual contract of employment;
- 10.6.9. Deductions made;
- 10.6.10. Remuneration due; and
- 10.6.11. The period in respect of which payment is made.

## 11. DEDUCTIONS

- 11.1. The employer may not fine or levy an employee or charge the employee a fee.
- 11.2. The employer may not make any deduction from an employee's remuneration unless –
  - 11.2.1. subject to subclauses 11.3 to 11.5 below, the employee in writing agrees to the deduction in respect of a debt specified in their agreement; or
  - 11.2.2. the deduction is required in terms of a law, collective agreement, court order or arbitration award.
- 11.3. A deduction in terms of subclause 11.2.1 above may be made to reimburse the employer for loss or damage only should –
  - 11.3.1. the loss or damage occurred in the course of employment and was due to the fault of the employee;
  - 11.3.2. the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deduction should not be made; and
  - 11.3.3. the total amount of the debt does not exceed the actual amount of the loss or damage.
- 11.4. Should the employer have a representative trade union claiming organisational rights in terms of The Act, then it may enter into an agreement with the trade union in terms of which union levies may be deducted from employees' remuneration and paid over in terms of such legislation read with the individual trade union's constitution.
- 11.5. The employer shall be authorised to make any deduction from an employee's remuneration as contemplated by the Merchant Shipping Act: Provided the employee is advised in writing of the section and terms of the deduction together with the payslip reflecting such deduction.

## PART E: BENEFITS

### 12. PROTECTIVE CLOTHING

- 12.1. The employer shall either provide the employee with protective clothing free of charge or alternatively reimburse an employee for the use of his own protective clothing at per working day at sea, of not less than that set out in the respective agreements attached hereto.
- 12.2. It is the employer's prerogative to elect to operate any of the alternatives in subclause 12.1 above: Provided any change in his election shall be negotiated with the affected employees or the representative trade union.

**13. TOWAGE ALLOWANCE**

- 13.1. In the event of a vessel being called upon to tow another vessel of the employer to port, the crew of the towing vessel shall be compensated for the loss of Commission.
- 13.2. The towage allowance shall be calculated at the average daily Commission per day of the previous Voyage for that vessel, multiplied by the number of days Commission lost whilst towing.

**14. DEATH AND DISABILITY**

- 14.1. The employer shall provide all its employees with accidental death and disability insurance to a minimum value as prescribed by the Merchant Shipping Act Chapter 4 read with the Merchant Shipping Seafarer Accidental and Insurance Regulations issued by SAMSA from time to time.
- 14.2. Should the employer have an operative existing Provident or Retirement fund that covers its employees to this extent stipulated in subclause 14.1 above, no additional cover is required.
- 14.3. The benefit referred to in subclause 14.1 above shall be limited to incidents occurring whilst on duty.

**15. MEDICAL AID**

- 15.1. Each employee employed with the employer in excess of twelve (12) months continuously shall have the right to be enrolled with the Fishermen's Medical Aid Fund on the primary option whereby the employee and employer shall equally pay the contribution towards such benefit.
- 15.2. Each employee shall have the right to nominate beneficiaries to his benefit in terms of subclause 15.1 above at his own cost unless agreement is reached with the employer with regard to the sharing of this additional cost.

**PART F: HOURS OF WORK****16. HOURS OF WORK**

- 16.1. The employer may not require or permit an employee to work in excess of a maximum of fourteen (14) hours per day.
- 16.2. The employer may not require or permit an employee to work more than five (5) hours continuously without a rest interval of at least thirty (30) minutes.

**17. REST PERIODS**

- 17.1. The employer shall provide an employee with hours of rest per day as prescribed in the applicable Occupational Health and Safety legislation and SAMSA regulations.
- 17.2. The employer shall grant at the end of every Voyage, an employee four (4) hours paid Shore Leave for every twenty-four (24) hours that the employee was at sea.
- 17.3. Shore Leave may commence upon actual arrival after the employee is granted permission to leave the ship.
- 17.4. Shore leave may be taken at the conclusion of a trip or a voyage at the discretion of the employer: provided in the event of shore leave being granted away from the employees homeport then the employer shall be responsible for the transport to his homeport.

- 17.5. Notwithstanding paragraph 4 above, the employer and employee may enter into any alternative written agreement in order to address shore leave.

#### 18. PERIODS OF LAY-OFF

- 18.1. The employer shall notify all affected employees in writing of and discuss its intention to Lay-Off employees for operational reasons, at least forty-eight (48) hours before such Lay-Off: Provided such Lay-Off is expected to exceed a total of seven (7) Calendar Days.
- 18.2. The employer shall permit the affected employees the option to utilise their accumulated annual leave for the purposes of payment during such period of Lay-Off.
- 18.3. The employer shall furthermore notify the Council and recognised trade union, where applicable, at least forty-eight (48) hours where possible before the start of any anticipated Lay-Off period.
- 18.4. The employer shall provide the trade union and the Council with the total number of employees affected and the reason(s) for the Lay-Off.
- 18.5. The employer undertakes to endeavour, where possible, to deploy or redeploy any affect employee during a period of Lay-Off in terms of 18.1 above.

### PART G: LEAVE

#### 19. ANNUAL LEAVE

- 19.1. An employee shall be entitled to at least twenty-one (21) Calendar Days paid annual leave in his annual leave cycle, which shall refer to the period of twelve (12) months with the same employer, calculated immediately following:
- 19.1.1. the employee's commencement of employment; or
  - 19.1.2. the completion of that employee's prior leave cycle.
- 19.2. An employee is entitled to take any leave accumulated in an annual leave cycle in terms of 19.1 above, on consecutive Calendar Days.
- 19.3. The employer must grant annual leave no later than four (4) months after the end of the annual leave cycle as defined in 19.1 above.
- 19.4. The employer may not require or permit an employee to take annual leave during –
- 19.4.1. any other period of leave to which the Employee is entitled in terms of this agreement; or
  - 19.4.2. any period of notice of termination of employment.
- 19.5. Despite subclause 19.4 above, the employer may permit an employee, at the employee's written request, to take leave during a period of unpaid absence.
- 19.6. The employer may reduce an employee's entitlement to annual leave by the number of Calendar Days of paid occasional leave granted to the employee as contemplated in 19.5 above.
- 19.7. The employer shall grant an employee an additional Calendar Day of paid annual leave should a Public Holiday fall on a Calendar Day during an employee's period of annual leave.
- 19.8. The employer may not require or permit an employee to work for the employer during any period of annual leave.

- 19.9. Annual leave must be taken
- 19.9.1. in accordance with an agreement between the employer and employee; or
  - 19.9.2. if there is no agreement in terms of subclause 19.9.1, at a time determined by the employer in accordance with this clause.
- 19.10. Annual leave must be paid in accordance with subclause 9.2 read with subclause 10.1 above as well as the applicable chamber minimum remuneration schedule.

## 20. SICK LEAVE

- 20.1. An employee shall be entitled to at least forty-two (42) Calendar Days paid sick leave in his sick leave cycle. 'Sick leave cycle' means the period of thirty-six (36) months employment immediately following:
- 20.1.1. the employee's commencement of employment; or
  - 20.1.2. the completion of that employee's prior sick leave cycle.
- 20.2. Despite sub-clause 20.1 above, the employee shall only be entitled to one (1) day sick leave for every twenty-six (26) days worked during his first twelve (12) months of employment.
- 20.3. During an employee's first sick leave cycle, the employer may reduce the employee's entitlement to sick leave in terms of subclause 20.1 by the number of Calendar Day leave taken in terms of subclause 20.2.
- 20.4. Sick leave must be paid in terms of subclause 9.2 read with subclause 10.1 above as well as the applicable chamber minimum remuneration schedule.
- 20.5. The employer is not required to pay sick leave to an employee in terms of subclauses 20.1 or 20.2 above, should the employer and employee by written agreement contribute to a fund or organisation that guarantees payment to the employee in lieu of any part of his remuneration during times of incapacity.
- 20.6. Sick leave shall only be paid on presentation of a certificate issued and signed by a medical practitioner entitled to practice in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act.
- 20.7. Any employee who utilises sick leave shall only be paid for the period specified in the medical certificate required in subclause 20.6 above and shall not be paid for any additional period until he re-joins his vessel, unless the employee make use of his annual leave as contemplated in sub-clause 20.5 above.
- 20.8. This clause does not apply to an inability to work caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries and Diseases Act, except in respect of any period during which no compensation is payable in terms of this Act.

## 21. MATERNITY LEAVE

- 21.1. An employee shall be entitled to unpaid maternity leave of at least seventeen (17) weeks.
- 21.2. An employee may commence maternity leave:
- 21.2.1. at any time from four (4) weeks before the expected date of birth, unless otherwise agreed; or
  - 21.2.2. 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.
- 21.3. No employer may require or permit a pregnant employee to perform work that is hazardous to her health or to the health of her child and may therefore consult the employee regarding the commencement of her maternity leave to be taken.



- 21.4. An employee who has a miscarriage or bears a stillborn child during her third trimester of pregnancy, is entitled to maternity leave of six (6) weeks thereafter, irrespective of whether or not the employee had started maternity leave at the time of the miscarriage or stillbirth.
- 21.5. An employee shall notify the employer in writing, unless the employee is unable to do so, of the date on which the employee intends to:
- 21.5.1. start maternity leave; and
  - 21.5.2. return to work after maternity leave.
- 21.6. Notification in terms of subclause 21.5 above shall be given at least four (4) weeks before the employee intends to start maternity leave.
- 21.7. The payment of maternity benefits shall be determined by the Minister of Labour subject to the provisions of the Unemployment Insurance Act.
- 21.8. During the period of maternity leave all terms and conditions of employment contract shall be suspended.
- 21.9. At the end of the period of maternity leave the employee shall be entitled to resume work with the employer in a position at least identical or similar to, but not less favourable than, the position she held at the start of her maternity leave.
- 21.10. No employee may resume work within six (6) weeks after the birth of her child, unless a medical practitioner or midwife certified that she is fit to do so.
- 21.11. No employer may require or permit an employee who is nursing her child to perform work that is hazardous to her health or to the health of her child and may therefore consult the employee regarding the extension of her maternity leave taken:
- 21.11.1. in accordance with an agreement between the employer and employee; or
  - 21.11.2. if there is no agreement in terms of subclause 21.11.1, at a time determined by the employer in accordance with this clause.

## 22. FAMILY RESPONSIBILITY LEAVE

- 22.1. This clause applies to an employee -:
- 22.1.1. who has been in employment with the employer for longer than hundred-and-twenty (120) Calendar Days; and
  - 22.1.2. who has had at least seventy (70) Working Days in that period.
- 22.2. At the employers' discretion an employee may be granted at his request, a maximum of five (5) Calendar Days paid family responsibility leave during each annual leave cycle, defined in subclause 22.1 above,
- 22.3. Family responsibility leave may be utilised by the employee in the event:
- 22.3.1. when the employee's child is born;
  - 22.3.2. when the employee's child is sick; or
  - 22.3.3. of death in the immediate family of the employee, which shall refer to the employee's parents, adoptive parent, spouse, child, adopted child and siblings.
- 22.4. Before paying an employee for family responsibility leave in terms of this paragraph, the employer may require reasonable proof of an event contemplated in subclause 22.3 above, for which the leave was required.
- 22.5. Subject to subclause 22.4 above, the employer must pay the employee for the family responsibility leave in terms of subclause 9.2 above read with subclause 10.1 above as well as the applicable chamber minimum remuneration schedule.

- 22.6. An employee may not take family responsibility leave in respect of a part of a Day.
- 22.7. Utilising family responsibility leave as contemplated in terms of subclause 22.3.1 above shall only be considered where the employee makes prior arrangement with the employer, which implies that no employer is obliged to ensure that the employee is returned to be present for the birth of his child.
- 22.8. Any employee who utilises family responsibility leave shall do so for the period specified in sub-clause 22.2 above and shall not be paid for any additional period until he re-joins his vessel, unless the employee makes use of his annual leave as contemplated in sub-clause 19.5 above.
- 22.9. An employee's unused entitlement to family responsibility leave in terms of this paragraph lapses at the end of the annual cycle.

## **PART H: EMPLOYMENT**

### **23. APPOINTMENTS**

- 23.1. Subject to the provisions of this clause, no employer shall engage a new employee unless a valid certificate is delivered to the employer, satisfying him that the applicant:
- 23.1.1. has completed satisfactory pre-sea training as required in terms of the Standard Training and Certification or Watch-keeping Fishing;
  - 23.1.2. is in possession of the required qualification for the position to be occupied; and
  - 23.1.3. is in possession of a Seaman's Book.
- 23.2. The certificate required in terms of subclause 23.1.1 must be issued by an accredited training institution as regulated.
- 23.3. No employer shall engage an employee without a valid identity document or passport and a work permit.

### **24. PROHIBITION OF EMPLOYMENT OF CHILDREN**

- 24.1. No person may engage a child on board a fishing vessel –
- 24.1.1. who is under eighteen (18) years of age unless indentured as an apprentice or
  - 24.1.2. cadet for whom sixteen (16) years of age would be the minimum age allowed.
- 24.2. No person may engage a child in employment –
- 24.2.1. that is inappropriate for a person of that age; or
  - 24.2.2. that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.
- 24.3. Subject to sub-clause 24.2 above, the Minister of Transport may make regulation to:
- 24.3.1. prohibit or place conditions on the employment of children on board a fishing vessel who are at least eighteen (18) years of age and no longer subject to compulsory schooling in terms of any law; and
  - 24.3.2. regulate the conducting of medical examinations of children in employment in addition to that required in terms of sub-clause 25 below.

**24.4.** In any proceedings in terms of this Act, if the age of an employee is a relevant factor for which insufficient evidence is available, it is for the party who alleges that the engagement complied with the provisions of this Chapter to prove that it was reasonable for that party to believe, after an investigation, that the person was not below the permitted age in terms of sub-clauses 24.1 to 24.3.

**24.5.** It is an offence for an employer to:

- 24.5.1. employ a child in contravention of sub-clauses 24.1 to 24.3; or
- 24.5.2. assist an employer to employ a child in contravention of the clause; or
- 24.5.3. discriminate against a person who refuses to permit a child to be employed in contravention of this clause.

## **25. MEDICAL EXAMINATIONS**

**25.1.** SAMSA requires that employees to be in good health when sent to work at sea due to the nature of the Fishing Industry, the employer may therefore require an employee to undergo and pass an annual medical examination at the expense of the employer, by a medical practitioner elected by the employer from the accredited SAMSA list of medical practitioners, before being employed on a vessel.

**25.2.** An employee accepting the conditions in subclause 25.1 above gives his irrevocable consent to the medical practitioner to make the results of the medical examination available to the employer.

## **26. PROHIBITION OF FORCED LABOUR**

**26.1.** Subject to the Constitution of the RSA, all forced labour is prohibited.

**26.2.** No person may for his or her own benefit or for the benefit of someone else, cause, demand or impose forced labour in contravention of subclause 26.1.

**26.3.** A person who contravenes subclauses 26.1 or 26.2 commits an offence.

## **27. CONDITIONS OF EMPLOYMENT**

**27.1.** The basic conditions of employment in terms of this agreement, takes precedence over any other contract of employment except to the extent that:

- 27.1.1. any other law provides terms which are more favourable to the employee; and
- 27.1.2. the basic conditions of employment has been replaced, varied, or excluded in accordance with the provisions of this agreement; or
- 27.1.3. the terms of the contract of employment are more favourable to the Employee than the terms of this agreement.

**27.2.** Every employer shall display this agreement in the Place Of Work where employees can read it.

**27.3.** The parties acknowledge and recognise that this agreement or anything done under it takes precedence over any agreement, whether entered into before or after the commencement of this agreement subject to subclauses 27.4 and 27.5 below.

**27.4.** The parties acknowledge and recognise that all previously concluded agreements, whose contents are not specifically dealt with in this Agreement, shall continue to be binding on the parties to such agreements.

**27.5.** All current conditions applicable to the various participating employers and employees shall, where they are more favourable than those concluded in this Agreement, remain in full force and effect.

## **28. PARTICULARS OF EMPLOYMENT**

- 28.1.** The employer must supply an employee, when the employee commences employment, with the following particulars in writing:
- 28.1.1. The full name and address of the employer;
  - 28.1.2. The occupation of the employee, plus a brief description of the work for which the employee is employed as defined in clause 8 above;
  - 28.1.3. The date on which his employment begins;
  - 28.1.4. The manner in which the employee shall be informed of the times at which the employee is to be on board or to begin work;
  - 28.1.5. The basis for the rest periods as stipulated in clause 17 above;
  - 28.1.6. The leave to which the employee is entitled in terms of Part G hereof;
  - 28.1.7. The currency of payment of the employee's remuneration;
  - 28.1.8. The employee's remuneration or the rate and method of calculating remuneration;
  - 28.1.9. Any other cash payments that the employee is entitled to;
  - 28.1.10. Any payment in kind that the employee is entitled to and the value of the payment;
  - 28.1.11. How frequently remuneration is paid;
  - 28.1.12. Any deductions to be made from the employee's remuneration;
  - 28.1.13. The period of notice to terminate employment or if employment is for a specified period, the date when employment is to terminate;
  - 28.1.14. A description of the Bargaining Council that covers the employer and employee; and
  - 28.1.15. A list of any other documents that form part of the contract of employment indicating a place that is reasonably accessible to the employee where a copy of each may be obtained.
- 28.2.** A contract of employment for any employee employed should consist of at least the written details in terms of subclause 28.1 above but must be signed by the employer prior to the employee signing it.
- 28.3.** If an employee is not able to understand the written particulars the employer shall ensure that they are explained to the employee in a language and in a manner that the employee understands.
- 28.4.** If the employee is under the age of eighteen (18), his guardian's written consent must be obtained for his to enter into employment for service at sea, as any agreement entered into without such consent shall be voidable by his guardian.
- 28.5.** When an employee is first employed the details required in terms of subclause 28.1 above, shall be signed in duplicate and one copy is to be given to the employee whilst the employer keeps the other copy.
- 28.6.** When any matter listed in subclause 28.2 above changes then:
- 28.6.1. the written contract must be revised to reflect the change; and
  - 28.6.2. the employee must be supplied with a copy of the document reflecting the change.

## **29. KEEPING OF RECORDS**

- 29.1.** The employer shall keep a record containing at least the following information:
- 29.1.1. The employee's name and occupation;
  - 29.1.2. Vessels sailed on, in what capacity for what period;
  - 29.1.3. The remuneration paid to each employee;
  - 29.1.4. The date of birth of any employee under the age of eighteen (18),
  - 29.1.5. Any other information required in terms of the Merchant Shipping Act;
  - 29.1.6. Name and contact details of next of kin;
  - 29.1.7. The identity document of any employee that is a South African Citizen; and
  - 29.1.8. The work permit and passport of any employee that is not a South African Citizen.
- 29.2.** The employer shall keep a record in terms of subclause 29.1 above, for a period of three (3) years from the date of the last entry in the record.

- 29.3. An employer who keeps a record in terms of this paragraph is not required to keep any records of time worked and remuneration paid as required by any other employment law.

## **PART I: TERMINATION OF CONTRACT OF EMPLOYMENT**

### **30. TERMINATION**

- 30.1. Subject to subclauses 30.6 and 30.7, employment may only be terminated at the instance of a party to the employment agreement on notice to the other party of not less than:
- 30.1.1. seven (7) days, if the employee has been in employment for twenty-eight (28) consecutive days or less;
  - 30.1.2. fourteen (14) days, if the employee has been in employment for longer than twenty-eight (28) consecutive days but shorter than a year; and
  - 30.1.3. twenty-eight (28) days, if the employee has been employed for longer than a year.
- 30.2. Despite subclause 30.1 the last day of the notice period shall coincide with a docking day.
- 30.3. Failure to comply with the minimum notice-period set out in subclause 30.1 above will result in monetary re-imbursement to the party not receiving the required notice: Provided that such re-imbursement shall only be proportioned to the shortfall in compliance with subclause 30.1 above.
- 30.4. Notice of termination of a contract of employment must be given in writing, however the notice must be explained orally in an official language that the employee reasonably understands, where –
- 30.4.1. the employee is illiterate and is not able to read the termination notice, and
  - 30.4.2. the employee is not able to understand the language in which the notice is given.
- 30.5. Notice of termination of a contract of employment given by the employer –
- 30.5.1. must not be during any period of leave to which the employee is entitled in terms of Part G above, and
  - 30.5.2. not run concurrent with any period of leave to which the employee is entitled in terms of Part G, except sick leave.
- 30.6. Nothing in this clause affects the right –
- 30.6.1. of an dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of The Act or any other law; and
  - 30.6.2. of the employer or an employee to terminate a contract of employment without notice for any cause recognised by law.
- 30.7. Instead of giving an employee notice in terms of subclause 30.1 above, the employer may pay the employee the remuneration the employee would have received, calculated in accordance with subclause 9.2 above, as if the employee had worked during the notice period.
- 30.8. If an employee gives notice of termination of employment and the employer waives any part of the notice, then the Employer must pay the remuneration referred to in subclause 30.7 above, unless the employer and employee agrees otherwise.
- 30.9. Section 144 of the Merchant Shipping Act is hereby incorporated to read that when the service of an employee terminates without his consent at a place other than his HOME PORT, and before the expiration of the period for which the employee was engaged, the employer shall make adequate provision for the maintenance of the employee and for his return to HOME Port at the employer's expense.

- 30.10. Further to subclause 30.9 above the employee shall be responsible for the cost of his maintenance and return to his HOME PORT where the employee deserts or fails to join his vessel in a port other than his HOME PORT.

### 31. PAYMENT ON TERMINATION

- 31.1. On termination of employment, the employer must pay an employee:
- 31.1.1. for any paid time off that the employee is entitled to in terms of clause 16 above that the employee has not taken or been paid for;
  - 31.1.2. remuneration calculated in accordance with clause 19 above for any period of annual leave due that the employee has not taken;
  - 31.1.3. notice as contemplated in sub-clause 30.1 above read with subclauses 30.7 and 30.8, calculated in accordance with subclause 31.2 below;
  - 31.1.4. any remuneration due to the employee for work performed, calculated in accordance with subclauses 5.4. above or 31.2 below whichever is the greater; and
  - 31.1.5. severance pay, where applicable in terms of clause 32 below.
- 31.2. The value of any re-imbursement in terms of subclause 30.3 for non-compliance with the required notice periods shall be based on the average remuneration received by the employee for the completed trips in the three (3) month period preceding the date of termination.
- 31.3. On termination of employment an employee is entitled to a certificate of service stating:
- 31.3.1. the employee's full name;
  - 31.3.2. the name and address of the employer;
  - 31.3.3. the description of the Bargaining Council;
  - 31.3.4. the title of the job as defined in clause 8 above;
  - 31.3.5. the date of termination of his employment; and
  - 31.3.6. if the employment so requests, the reason for termination of employment.

### 32. SEVERANCE PAY

- 32.1. On termination of employment for reasons based on the employer's operational requirements, as contemplated in section 189 and 189A of the Labour Relations Act, the employer must pay an employee severance pay equal to at least seven (7) days remuneration for each completed year of continuous service with the employer, calculated in accordance with subclause 31.2 above.
- 32.2. An employee, who unreasonably refuses to accept the employer's offer of alternative employment with the employer or any other employment, is not entitled to severance pay in terms of subclause 32.1 above.
- 32.3. The payment of severance pay in accordance with this section does not affect an employee's right to any other amount payable according to sub-clause 31.1 above or any other law.
- 32.4. Any dispute regarding the entitlement to severance pay only in terms of subclauses 32.1 and 32.2 above, the employee may refer the dispute in the prescribed written format to the Council for conciliation and if the dispute remains unresolved, the employee may refer it to arbitration.
- 32.5. The employee, who refers the dispute to the Council in terms of subclause 32.4 above, must satisfy it that a copy of the referral(s) has been served on all the other parties to the dispute.
- 32.6. Where the Labour Court adjudicates a dispute about a dismissal based on the employer's operational requirements, then the Labour Court may inquire into and determine the amount of any severance pay to which the dismissed employee may be entitled and the Labour Court may make an order directing the employer to pay such amount.

## **PART J: GENERAL**

### **33. THE LIMITATION ON THE RIGHT TO STRIKE**

- 33.1.** No employee shall participate in or support any strike in respect of any dispute about the interpretation or application, including enforcement of this agreement whilst this agreement is in force.
- 33.2.** Participation in or support of a strike described in clause 33 above, shall be in breach of this agreement and shall be considered to be unprotected industrial action in terms of The Act.
- 33.3.** No employee shall participate in or support any form of strike, which may endanger the passage of the vessel or the lives of the crew on board that vessel.
- 33.4.** Employees not complying with subclause 33.3 above may be subjected to disciplinary action by the employer of which the sanction may be dismissal irrespective whether the strike was protected in terms of The Act or not.

### **34. RIGHTS OF EMPLOYEES**

- 34.1.** All employees shall be protected against discrimination similarly as contemplated in sections 78 and 79 of the Basic Conditions of the Employment Act of 1997 as amended read with the necessary changes within the context of the scope of the Council and this Agreement.
- 34.2.** If there is a dispute about the interpretation or application of clause 34, any party to the dispute may refer the dispute in writing as prescribed in the applicable legislation.
- 34.3.** The party referring the dispute in terms of subclause 34.2.above must supply the Secretary of the Council with a copy of the referral that has been served on all the other parties to the dispute.

### **35. CODES OF GOOD PRACTICE**

- 35.1.** Any party to the Council may submit a code of good practice issued by the Minister of Labour in terms of the Basic Conditions of Employment Act of 1997 as amended, to the Secretary for consideration by the Executive Committee of the Council.
- 35.2.** The Executive Committee of the Council shall consult with the respective chambers within its structure before –
  - 35.2.1.** endorsing the code of good practice issued by the Minister of Labour for the fishing industry; or
  - 35.2.2.** change any code of good practice issued by the Minister of Labour due to the requirements of the fishing industry; or
  - 35.2.3.** replace any code of good practice issued by the Minister of Labour due to the requirements of the fishing industry.
- 35.3.** Any code of good fishing industry practice shall be annexed hereto and form part of this agreement, once issued by the Council's Executive.
- 35.4.** Any person interpreting or applying this agreement must take into account relevant code of good fishing industry practice.
- 35.5.** A code of good fishing industry practice may provide that the code in question must be taken into account in applying or interpreting any employment law.

**35A ORGANISATIONAL RIGHTS**

- 35A.1** Any registered trade union that are a party to this Council shall automatically enjoy the rights contemplated in subclauses 35A.2 and 35A.3 below in respect of all Place of Work within the registered scope of the Council regardless of their representativeness in any particular Place of Work.
- 35A.2** Any registered trade union shall have the right to access to a Place of Work within the registered scope of the Council, as set out in section 12 of the Act.
- 35A.3** Any registered trade union shall be entitled to have trade union subscription or levies deducted from any Employee authorising same who is employed within a Place of Work within the registered scope of the Council, as set out in section 13 of the Act.
- 35A.4** The parties endorse the principle of a registered trade union exercising the organisational rights in terms of section 21 of the Act when read with section 14 to 16 of the Act, when dealing with organisational rights such as trade union representatives, leave for trade union activities and disclosure of information.

**SECTION III: REGULATION OF AGREEMENT****PART K: MONITOR AND ENFORCEMENT****36. ADMINISTRATION**

- 36.1.** Each employer shall deduct an amount of twelve rand (R 12 - 00) per month from the remuneration of each employee as agreed by the Council and as determined by the Minister in terms of subclause 4.2 for the non-parties.
- 36.2.** Each employer shall pay to the Council an amount equivalent to that deducted from all its employees and make payment of these amounts to the Council before the 7<sup>th</sup> Day of the next month with a schedule of the names of the employees from whom monies have been levied.
- 36.3.** The Secretary shall keep a register of all employers employed in the Fishing Industry.
- 36.4.** Should any amount that is payable to the Council in terms of this agreement is not paid by the stipulated date interest at a rate of twenty percent (20%) per month or any part thereof, shall accrue on that amount from the stipulated date of payment.
- 36.5.** The Council shall refer such non-compliance in terms of subclause 36.4 above to arbitration in terms of subclauses 41.4 and 41.5 below.
- 36.6.** The employer shall become liable for any legal costs incurred by the Council for recovery of the amount due.

**37. EXEMPTION AND APPEAL CRITERIA**

- 37.1.** Any employer falling within the scope of the Council may apply in writing to the Secretary of the Council in the applicable format provided, for the Executive Committee to consider exemption from collective agreements concerning subject matters herein.
- 37.2.** The Executive Committee whom shall consider such application and make a decision to: -
- 37.2.1.** Grant the exemption unconditionally;
  - 37.2.2.** Grant the exemption on any such conditions as they deem appropriate, where necessary;
  - 37.2.3.** Refuse the exemption;



- 37.2.4. Request further information and/or representations from the applicant or any other interested person or party in the matter: Provided that the applicant shall be granted an opportunity to deal with any information or representations made, before a decision is made in terms of subclauses 37.2.1 to 37.2.3 above.
- 37.3. The Executive Committee may determine its own procedures for conducting its affairs in terms of this Council's Constitution.
- 37.4. The Council furthermore established an Independent Appeals Board to consider all appeal applications regarding exemption applications from collective agreements concerning subject matters herein that were dealt with by the Executive Committee in terms of subclause 37.2.2.above.
- 37.5. The Independent Appeals Board must determine its own procedures for –
- 37.5.1. conducting its business except that its functions may not be delegated; and
  - 37.5.2. considering applications for exemptions, which must include a procedure for:-
    - 37.5.2.1. enabling it to obtain representations from interested parties;
    - 37.5.2.2. ensuring that all applications for exemptions are preceded by consultations between employers and employees at which the merits and terms of the exemptions have been considered; and there has been full disclosure to each other on all information relevant to the consideration of the exemption;
    - 37.5.2.3. informing the applicants and the Executive Committee of its decisions;  
and
    - 37.5.2.4. in the event of a refusal to grant any exemptions providing the reasons therefore.
- 37.6. When considering an appeal application to an exemption, the application to the Independent Appeals Board shall have regard to the following:-
- 37.6.1. whether the executive committee refused to grant the requested exemption will result in undue financial hardship to the party making the application;
  - 37.6.2. the nature and size of the business in respect of which the exemption is made;
  - 37.6.3. any representations made by the employees likely to be affected by the exemption;
  - 37.6.4. the circumstances prevailing in the fishing industry as a whole or Chamber likely to be affected by the application; and
  - 37.6.5. whether the granting of the exemption will prejudice the objectives of the Council.
- 37.7. Although the decision of the Independent Appeals Board reached will be final and binding, the decision is nonetheless still subject to review by the Labour Court in terms of The Act.
- 38. NON-COMPLIANCE**
- 38.1. The Secretary may at any time require a designated agent to monitor compliance with the provisions of the agreement.
- 38.2. A dispute about the interpretation, application or enforcement of this agreement may be filed with or referred to the Secretary by any person covered by the scope of this agreement, for resolution in terms of this agreement.
- 38.3. The Secretary may require a designated agent to investigate the dispute where the designated agent shall investigate the facts surrounding the dispute and should the agent have reason to believe that the terms of this collective agreement have been breached; the agent may endeavour to secure compliance with the agreement through consent of the employer involved.
- 38.4. The designated agent shall submit within seven (7) days after consensus has been reached, a written report to the Secretary on the investigation, the steps taken to secure compliance and the agreed outcome at the investigation.

- 38.5. On receipt of the report from the designated agent, the Secretary may –
- 38.5.1. require the designated agent to make further investigations;
  - 38.5.2. should conciliation be indicated by the designated agent, appoint a conciliator from the Council's panel of conciliators;
  - 38.5.3. refer the dispute for conciliation and appoint a conciliator from the Council's panel of conciliators;
  - 38.5.4. issue a compliance order; or
  - 38.5.5. refer the dispute to arbitration in terms of this agreement.
- 38.6. Should the Secretary appoint a conciliator or refer the dispute as contemplated in subclauses 38.5.2 and 38.5.3 above, the Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the parties to the dispute.
- 38.7. Should the Secretary issue a compliance order as contemplate in subclause 38.5.4 above, that order shall be served on the party allegedly in breach of this agreement as set out in clause 40 below.
- 38.8. The Secretary may apply for the compliance order to be made an award by referring it to arbitration: Provided the Employer has not complied with the compliance order and has not filed –
- 38.8.1. an objection in terms of subclause 40.8 below; or
  - 38.8.2. an appeal against the compliance order in terms of subclause 40.13 below; or
  - 38.8.3. a review against the compliance order in terms of clause 40 below.
- 38.9. The provisions of these enforcement procedures are supplementary to any other legal remedy through which the Council may enforce a collective agreement in terms of section 33A of The Act.

### 39. DESIGNATED AGENT(S)

- 39.1. The Council is responsible for the administration and enforcement of this agreement and shall request the Minister of Labour to appoint a designated agent to do so as contemplated in section 33(1) of The Act.
- 39.2. Despite section 33A (3) of The Act, a designated agent appointed in terms of subclause 39.1 may promote, monitor and enforce compliance with this agreement under the auspices of the Secretary of the Council as prescribed in this agreement.
- 39.3. A designated agent shall fulfil his functions by –
- 39.3.1. advising employees and employers of their rights and obligations in terms of this agreement;
  - 39.3.2. conducting inspections on instruction of the Secretary of the Council as contemplated in subclause 38.1 above;
  - 39.3.3. conducting investigations on instruction of the Secretary of the Council as contemplated in subclause 38.3 above;
  - 39.3.4. endeavouring to secure compliance with this agreement by securing undertakings as contemplated in subclause 38.3 above;
  - 39.3.5. requesting the Secretary to issue a compliance order as contemplated in subclause 38.7 above; and
  - 39.3.6. performing any other prescribed function.
- 39.4. A designated agent may not perform any function in terms of this agreement in respect of an undertaking in respect of which the designated agent has, or may reasonably be perceived to have, any personal, financial or similar interest.
- 39.5. In order to monitor and enforce compliance with this agreement a designated agent is bestowed with powers within the Council's as prescribed in Schedule 10 of The Act: Provided item 12 is amended to refer to this agreement as section 3(3) of the Basic Conditions Of Employment Act of 1997 as amended, excludes the employees within the scope of the Council.
- 39.6. In any proceedings concerning a contravention of this agreement it is for the employer –

- 39.6.1. to prove that a record maintained by or for that employer is valid and accurate; and
- 39.6.2. who has failed to keep any record required by this agreement that it is relevant to those proceedings, to prove compliance with any term of this agreement.

#### 40. COMPLIANCE ORDER

- 40.1. Once the Secretary is satisfied by the designated agent that an employer has not complied with the terms of this agreement may issue a compliance order.
- 40.2. The compliance order must set out –
  - 40.2.1. the name of the employer and each workplace to which it applies;
  - 40.2.2. the clause number in this agreement that the employer has not complied with;
  - 40.2.3. the details of the conduct constituting non-compliance;
  - 40.2.4. the amount that the employer is required to pay to an employee, if applicable;
  - 40.2.5. the reference to the written undertaking given by the employer to a designated agent of the Council and the failure by the employer to comply therewith;
  - 40.2.6. the steps that the employer is required to take, including if necessary, the stopping of the contravention in question;
  - 40.2.7. the period within which the steps stipulated in subclause 40.2.6 above must be taken; and
  - 40.2.8. the maximum fine that may be imposed upon the employer in accordance with clause 42 below for a failure to comply with a provision of this agreement.
- 40.3. A designated agent shall serve a copy of the compliance order on the employer named in it, and each employee affected by it unless this is impractical and on a trade union representative of the employee(s).
- 40.4. The failure to serve a copy of a compliance order on any employee or representative trade union of the employee(s) in terms of subclause 40.3 does not invalidate the order.
- 40.5. The employer must display a copy of the compliance order prominently within the workplace named in the order that is accessible to the affected employee(s).
- 40.6. An Employer must comply with the compliance order within the time period stated in the order unless the Employer objects thereto in term of subclause 40.8 below.
- 40.7. The Secretary may not issue a compliance order in respect of any amount payable to an employee as a result of a failure to comply with the terms of this agreement if –
  - 40.7.1. the employee is employed in a category of employees mentioned in subclause 9.3 above;
  - 40.7.2. any proceedings have been instituted for the recovery of the amount in question;
  - 40.7.3. any proceedings have been instituted for the recovery of the amount in question and those proceedings have been withdrawn;
  - 40.7.4. the amount in question has been payable by the employer to the employee for longer than twelve (12) months before the date on which a complaint was made to the Council by or on behalf of the Employee; or
  - 40.7.5. the amount in question has been payable by the employer to the employee for longer than twelve (12) months before the date on which a designated agent first endeavoured to secure a written undertaking by the employer in terms of subclause 39.3.4 above.
- 40.8. An employer may object to a compliance order by making representations in writing to the Secretary of the Council within twenty-one (21) calendar days of receipt of the compliance order. However, if an employer shows good cause at any time, the Executive of the Council may permit an employer to object after the period of twenty-one (21) days has expired.
- 40.9. The executive shall appoint one of its members to consider information that includes –
  - 40.9.1. any evidence concerning the employer's compliance record;
  - 40.9.2. the likelihood that the employer was aware of the relevant term of the agreement; and

- 40.9.3. the steps taken by the employer to ensure compliance with the relevant term of the agreement.
- 40.10. After considering any representations by the employer and any other relevant information, the appointed Executive member in terms of subclause 40.9:-
- 40.10.1. may confirm, modify or cancel an order or any part of an order; and
- 40.10.2. must specify the period within which the employer must comply with any part of an order that is confirmed or modified.
- 40.11. The Executive member of the Council shall instruct the Secretary for a copy of the order to be served on the employer named in it, and each employee affected by it unless this is impractical and on a trade union representative of the employee(s).
- 40.12. If the appointed Executive member of the Council confirms or modifies the compliance order or any part of the compliance order, the employer must comply with that order within the time period specified in that compliance order.
- 40.13. An employer may appeal to the Secretary in writing against a compliance order issued by the Executive member of the Council within twenty-one (21) calendar days of receipt of the compliance order who shall refer the matter to arbitration in terms of clause 41 below. However, if an employer shows good cause at any time, the arbitrator may permit an employer to appeal after the period of twenty-one (21) days has expired.
- 40.14. The Arbitrator shall be bound by the process prescribed in subclauses 40.9 to 40.12 above, read with the necessary changes within the context of arbitration.

## PART L: LEGAL PROCEEDINGS

### 41. ARBITRATION

- 41.1. In addition to the regulations in respect of the monitoring and enforcement of this agreement the Council shall be bound by the process prescribed in section 33A (4) to (11) of The Act read with the necessary changes within the context of review of an arbitration award regarding a compliance order.
- 41.2. The Arbitrator may decide to consolidate arbitration proceedings where:
- 41.2.1. a dispute concerning the contravention of this agreement may be instituted as contemplated in clause 38 above, jointly with proceedings instituted by an employee in terms of clause 34 above;
- 41.2.2. a dispute concerning the contravention of this agreement may be instituted as contemplated in clause 38 above jointly with proceedings instituted by an employee over the entitlement to severance pay in terms of clause 32 above;
- 41.2.3. an dispute concerning the contravention of section 191 of The Act may be instituted jointly with proceedings instituted by an employee for an amount owing to the employee in terms of this agreement: Provided the amount had not been owing by the employer to the employee for longer than twelve (12) months prior to the dismissal or unfair labour practice and no compliance order has been made and no legal proceedings have been instituted to recover the amount.
- 41.3. The Council shall apply the same rules as that of the Commission for Conciliation Mediation and Arbitration in any dispute arbitrated under its jurisdiction.
- 41.4. The Council shall charge a fee for performing the function of arbitration where the parties fail to submit a written pre-arbitration conference for disputes referred to the Council for arbitration in terms of section 128 of The Act.

- 41.5. The Council may still charge a fee for performing the function of arbitration where the parties submit a written pre-arbitration conference that is not to the satisfaction of the Secretary for disputes referred to the Council for arbitration in terms of section 128 of The Act.
- 41.6. An employer may apply to the Labour Court for the review of the arbitration award in terms section 145 of The Act within twenty-one (21) days of receipt of the arbitration award. However, if an employer shows good cause at any time, the Labour Court may permit an employer to apply for review after the period of twenty-one (21) days has expired.
- 41.7. In addition to the regulations in respect of review applications The Labour Court shall be bound by the process prescribed in sections 77 and 77A of the Basic Conditions of Employment Act of 1997 as amended read with the necessary changes within the context of review of an arbitration award regarding a compliance order.
- 41.8. Any compliance order is suspended pending -
- 41.8.1. the confirmation or modification of the objection by the appointed Executive member in terms of subclause 40.9 above;
  - 41.8.2. the determination of the appeal by the arbitrator in terms of subclause 40.14 above; and/or
  - 41.8.3. the final review of the arbitration award by the Labour Court in terms of subclause 41.6 above.

## 42. FINES

- 42.1. In accordance with the notice promulgated by the Minister of Labour in terms of section 33A (13) of The Act, an arbitrator conducting an arbitration in terms of section 33A of The Act, may impose a fine in terms of this section subject to the maximum fines set out in subclauses 42.2 and 42.3 below.
- 42.2. The maximum permissible fine for non-compliance with the agreement that does not involve an underpayment is:
- 42.2.1. a hundred rand (R 100-00) per employee in respect of whom the failure to comply occurs where the employer has never previously failed to comply;
  - 42.2.2. two-hundred rand (R 200-00) per employee in respect of whom the failure to comply occurs where the employer has previously failed to comply with the same term of this agreement;
  - 42.2.3. three-hundred rand (R 300-00) per employee in respect of whom the failure to comply occurs where the employer has previously failed to comply with the same term of this agreement within the previous twelve (12) months;
  - 42.2.4. three-hundred rand (R 300-00) per employee in respect of whom the failure to comply occurs where the employer has previously failed on two (2) occasions to comply with the same term of this agreement within the previous thirty-six (36) months;
  - 42.2.5. four-hundred rand (R 400-00) per employee in respect of whom the failure to comply occurs where the employer has previously failed on three (3) occasions to comply with the same term of this agreement within the previous thirty-six (36) months; and
  - 42.2.6. five-hundred rand (R 500-00) per employee in respect of whom the failure to comply occurs where the employer has previously failed on four (4) or more occasions to comply with the same term of this agreement within the previous thirty-six (36) months.
- 42.3. The maximum permissible fine for non-compliance with the agreement that does involve an underpayment is:
- 42.3.1. twenty-five percent (25%) of the amount due, including any interest owing on the amount at the date of the order in respect of whom the failure to comply occurs where the employer has never previously failed to comply;
  - 42.3.2. fifty percent (50%) of the amount due, including any interest owing on the amount at the date of the order in respect of whom the failure to comply occurs where the employer has previously failed to comply with the same term of this agreement within the previous thirty-six (36) months;

- 42.3.3. seventy-five percent (75%) of the amount due, including any interest owing on the amount at the date of the order in respect of whom the failure to comply occurs where the employer has never previously failed to comply within the previous twelve (12) months;
  - 42.3.4. seventy-five percent (75%) of the amount due, including any interest owing on the amount at the date of the order in respect of whom the failure on two (2) occasions to comply occurs where the employer has never previously failed to comply within the previous thirty-six (36) months;
  - 42.3.5. one-hundred percent (100%) of the amount due, including any interest owing on the amount at the date of the order in respect of whom the failure on three (3) occasions to comply occurs where the employer has never previously failed to comply within the previous thirty-six (36) months; and
  - 42.3.6. two-hundred percent (200%) of the amount due, including any interest owing on the amount at the date of the order in respect of whom the failure on four (4) or more occasions to comply occurs where the employer has never previously failed to comply within the previous thirty-six (36) months.
- 42.4. An Employer must pay interest on any amount due and payable in terms of this agreement at the rate of interest prescribed in terms of section 1 of the Prescribed Rate of Interest Act of 1975 as amended, to any person to whom a payment should have been made.
- 42.5. Any obligation to pay a fine is suspended pending the outcome of the application where an employer upon whom a fine has been imposed in terms of clause 42, files either an objection or an appeal or a review application in terms of subclause 40.8 or 40.13 above.

## ANNEXURE A: DEEP-SEA BOTTOM TRAWL SECTOR CHAMBER

### A.1. MINIMUM DEEP-SEA REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven-and-a-half percent (7.5%) as from 1 July 2011 for the parties to the Agreement and as determined by the Minister in terms of clause 4.2 for non-parties.
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	DEEP-SEA BOTTOM TRAWL	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 ABOVE)	
Able Seaman	R 136.64	R1-95	8.1.	
Assistant Factory Manager	R 149.68	R1-95	8.13	Factory Manager - Assisting
Assistant Marine Engineer	R 140.19	R1-95	8.28	Marine Engineer-Assisting
Bosun	R 151.04	R1-95	8.2	
Charge Hand	R 126.86	R1-95	8.3	
Cook	R 181.58	R1-95	8.4	
Cook – First	R 213.98	R1-95	8.5	
Cook – Second	R 151.04	R1-95	8.6	
Deck Hand	R 126.86	R1-95	8.9	
Factory Manager	R 199.62	R1-95	8.12	
Fishmeal Operator	R 165.20	R1-95	8.18	
Galley Hand	R 115.11	R1-95	8.23	
Greaser	R 145.65	R1-95	8.19	
Greaser – M3	R 154.53	R1-95	8.20	
Greaser – M4	R 149.89	R1-95	8.21	
Lifeboat man (PISC)	R 126.86	R1-95	8.25	
Spare Hand	R 115.11	R1-95	8.35	

### A.2. MINIMUM DEEP-SEA REST PERIODS

The employer shall provide an employee with at least ten (10) hours of rest per Day of which at least six (6) hours of the ten (10) hours shall be continuous uninterrupted rest when the employee is employed in the Deep-sea Bottom Trawl Sector.

## ANNEXURE B: INSHORE BOTTOM TRAWL SECTOR CHAMBER

### B.1. MINIMUM INSHORE REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven-and-a-half percent (7.5%) as from 1 July 2011 for the parties to the Agreement and as determined by the Minister in terms of clause 4.2 for the non-parties.
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	INSHORE BOTTOM TRAWL	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 ABOVE)	
Able Seaman	R135.04	R1-95	8.1	
Assistant Marine Engineer	R149.30	R1-95	8.28	Marine Engineer-Assisting
Bosun	R131.70	R1-95	8.2	
Chief Engineer	R228.32	R1-95	8.27	
Cook	R113.99	R1-95	8.4	
Deck Hand	R131.70	R1-95	8.9	
Driver	R131.70	R1-95	8.10	
Spare Hand	R105.48	R1-95	8.35	

### B.2. MINIMUM INSHORE REST PERIODS –

The employer shall provide an employee with at least ten (10) hours of rest per Day.



## ANNEXURE C: MID-WATER TRAWL SECTOR CHAMBER

### C. MINIMUM MID-WATER REMUNERATION

1. Actual Remuneration rates shall be increased by at least eight-and-a-half percent (8.5%) as from 1 August 2011 for the parties to the Agreement and as determined by the Minister in terms of clause 4.2 for non-parties.
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MID- WATER TRAWL CHAMBER	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 ABOVE)	
Deck Category 2 Seaman	R 162.43	R1-95	8.1	Able Seaman
Factory Manager - Assisting	R 196.84	R1-95	8.13	
Marine Engineer Second	R1,405.00	R1-95	8.28	Marine Engineer-Assisting
Cook Chief	R 626.00	R1-95	8.4	Cook
Cook – Second	R 562.00	R1-95	8.6	
Cook- Relief Second Cook	R 197.00	R1-95	8.8	Cook-Relief
Cook – Third	R 147.47	R1-95	8.7	
Deck Cadet	R 197.00	R1-95	8.9	Deck Hand
Factory Production Supervisor	R 162.43	R1-95	8.3	Charge Hand
Housekeeping- Laundress	R 147.47	R1-95	8.24	
Catering Chief Stewardess	R 147.47	R1-95	8.26	Housekeeping- Chief Stewardess
Catering Steward	R 147.47	R1-95	8.23	Housekeeping-Galley Hand
Factory Hand	R 152.10	R1-95	8.11	
Factory Manager	R 249.55	R1-95	8.12	
Fishmeal Operator	R 197.00	R1-95	8.19	Greaser
Trainee Motorman	R 271.25	R1-95	8.22	Greaser-Trainee
Factory Motorman	R 383.18	R1-95	8.19	Greaser
Factory Holdman	R 153.71	R1-95	8.16	FishHold Hand
Factory Senior Holdman	R 139.41	R1-95	8.17	FishHold Hand-Senior
Engineer Factory Mechanic	R 203.73	R1-95	8.29	Marine Engineer-Mechanic
Trainee Factory Hand	R 117.47	R1-95	8.35	Spare Hand

**SECTION IV: CONSENSUS**

Through application of signature hereof the parties to the respective chambers of the Bargaining Council for the Fishing Industry (in alphabetical order), confirm their acceptance of the terms and conditions contained herein:

**43. DEEP- SEA TRAWL CHAMBER:**

SIGNED AND AGREED TO IN CAPE TOWN ON THIS <u>1</u> DAY OF <u>DEC</u> 2011.	
<u>Gert Sunnyboy CHRISTIE</u> DULY AUTHORISED THERETO FOR AND ON BEHALF OF TALFU (TRAWLER AND LINE FISHERMEN'S UNION)	<u>[Signature]</u> SIGNATURE:
WITNESS: .....	WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS ..... DAY OF ..... 2011.	
<u>ABRAHAM PAUL DANIELS</u> DULY AUTHORISED THERETO FOR AND ON BEHALF OF FAWU (FOOD AND ALLIED WORKERS UNION)	<u>[Signature]</u> SIGNATURE:
WITNESS: .....	WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS <u>1</u> DAY OF <u>DEC</u> 2011.	
<u>NDANELE TLELA</u> DULY AUTHORISED THERETO FOR AND ON BEHALF OF NCFWU (NATIONAL CERTIFICATED FISHING AND ALLIED WORKERS UNION)	<u>[Signature]</u> SIGNATURE:
WITNESS: .....	WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS ..... DAY OF ..... 2011.	
..... DULY AUTHORISED THERETO FOR AND ON BEHALF OF SAFIEO ( SOUTH AFRICAN FISHING INDUSTRY EMPLOYERS ORGANISATION)	..... SIGNATURE:
WITNESS: .....	WITNESS: .....

## 44. INSHORE BOTTOM TRAWL CHAMBER:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS ..... DAY OF DEC 2011.

GERT Sunnyboy CHRISTIE  
DULY AUTHORISED THERETO FOR AND SIGNATURE:  
ON BEHALF OF TALFU (TRAWLER AND LINE FISHERMEN'S UNION)

WITNESS: .....

WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS ..... DAY OF ..... 2011.

.....  
DULY AUTHORISED THERETO FOR AND SIGNATURE:  
ON BEHALF OF SAFIEO (SOUTH AFRICAN FISHING INDUSTRY EMPLOYERS ORGANISATION)

WITNESS: .....

WITNESS: .....

## 45. MID-WATER BOTTOM TRAWL CHAMBER:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 1..... DAY OF DEC..... 2011

NDANILE TLELA

DULY AUTHORISED THERETO FOR AND

ON BEHALF OF NCFWU (NATIONAL CERTIFICATED FISHING AND ALLIED WORKERS UNION)

D. ZERJA

SIGNATURE:

WITNESS: .....

WITNESS: .....

SIGNED AND AGREED TO IN CAPE TOWN ON THIS ..... DAY OF ..... 2011.

.....  
DULY AUTHORISED THERETO FOR AND

ON BEHALF OF SAFIO (SOUTH AFRICAN FISHING INDUSTRY EMPLOYERS ORGANISATION)

.....  
SIGNATURE:

WITNESS: .....

WITNESS: .....