

GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID

No. R. 903

29 November 2013

LABOUR RELATIONS ACT, 1995

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

I, MILDRED NELISIWE 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 conclude in the **Bargaining Council for the Food Retail, Restaurant, Catering and Allied Trades** and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that industry, with effective from 9 December 2013 and for the period ending 31 December 2016

M.N. OLIPHANT
MINISTER OF LABOUR

UMNYANGO WEZABASEBENZI**No. R. 903****Usuku: 29-11-2013**

**UMKHANDLU WOKUXOXISANA KWABAQASHI NABASEBENZI
BEZOKUTHENGISWA KOKUDLA, BEZINDAWO ZOKUTHENGISA
UKUDLA, BEZOKUHLINZEKA NGOKUDLA KANYE NEMISEBENZI
EHLOBENE NALOKHO: UKWELULWA KWESIVUMELWANO PHAKATHI
KWABAQASHI NABASEBENZI ESAKHA KABUSHA FUTHI
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXEYENYE
YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, onguNgqongqoshe Wezabasebenzi ngokwesigaba 32(2) soMthetho Wobudlelwano Kwezabasebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kuSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Bezokuthengiswa Kokudla, Bezindawo Zokuthengisa Ukudla Kanye Nemisebenzi Ehlobene Nalokho**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, kusukela mhlaka 9 kuZibandlela 2013 .kuze kube mhlaka 31 kuZibandlela 2016.

M N OLIPHANT**UNGQONGQOSHE WEZABASEBENZI**

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)

and the

Hospitality, Industrial, Catering, Retails and Allied Workers Union

(HICRAWU)

(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), (2) and 2A. 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 December 2016.

2A. SPECIAL PROVISIONS

The provisions of clauses 3(5), 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, R. 908 of 29 August 2008, R.576 of 27 July 2012 and R.628 of 17 August 2012 (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 23 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: REMUNERATION: WAGES

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

"(a) Employees that are paid below R37 500, calculated on monthly basic salary, per annum shall be entitled to a minimum increase of-

(i) 9% with effect from the date of coming into operation of this agreement to 31 December 2014.

(ii) 6% for the period 1 January 2015 to 31 December 2015

(iii) CPI + 2% for the period 1 January 2016 to 31 December 2016 and thereafter. CPI to be utilised is the CPI (excluding Owners' Equivalent Rent) as made available by Statistics South Africa determined on an average over the three months immediately prior to the implementation date.

-
- (b) Employees that are paid above R37 500, calculated on basic monthly salary, per annum shall be entitled to a minimum increase of-
- (i) 6% with effect from the date of coming into operation of this agreement to 31 December 2014.
 - (ii) 6% for the period 1 January 2015 to 31 December 2015
 - (iii) CPI or 5% whichever is the greater for the period 1 January 2016 to 31 December 2016 and thereafter. CPI to be utilised is the CPI (excluding Owners' Equivalent Rent) as made available by Statistics South Africa determined on an average over the three months immediately prior to the implementation date.
- (c) small employer – may reduce the increase as specified in subclause (a) and (b) by 10%.
- (d) a once off ex-gratia amount of R375.00 will be paid to all employees who have not received an increase as from 1 August 2013 to the date of coming into operation of this agreement. The ex-gratia amount will be paid during the first month of coming into operation of this agreement.”
- (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 December 2014				1 January 2015 until 31 December 2015				1 January 2016 until 31 December 2016 and thereafter			
	Monthly	Weekly	Hourly	Hourly	Monthly	Weekly	Hourly	Hourly	Monthly	Weekly	Hourly	Hourly
Assistant Manager												
Area A	4 562.79	1 053.76	23.42	23.42	4 836.56	1 116.99	24.82	24.82	Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	4 396.12	1 015.27	22.56	22.56	4 659.89	1 076.19	23.92	23.92				
Baker/Confectionery caterer/Cook												
Area A	2 591.41	598.48	13.30	13.30	2 746.89	634.39	14.10	14.10	Previous minimum wage + CPI* + 2%			
Area B	2 496.78	576.62	12.81	12.81	2 646.59	611.22	13.58	13.58				
Barman												
Area A	3 226.93	745.25	16.56	16.56	3 420.55	789.97	17.55	17.55	Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	3 109.05	718.03	15.96	15.96	3 295.59	761.11	16.91	16.91				
Blockman												
Area A	3 354.95	774.82	17.22	17.22	3 556.25	821.30	18.25	18.25	Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	3 323.89	767.64	17.06	17.06	3 523.32	813.70	18.08	18.08				
Cashier/Clerk/Storeman/Packer												
Area A	2 927.00	675.98	15.02	15.02	3 102.62	716.54	15.92	15.92	Previous minimum wage + CPI* + 2%			
Area B	2 820.09	651.29	14.47	14.47	2 989.30	690.37	15.34	15.34				
Catering Assistant												
Area A	2 735.19	631.68	14.04	14.04	2 899.30	669.58	14.88	14.88	Previous minimum wage + CPI* + 2%			
Area B	2 635.29	608.61	13.52	13.52	2 793.41	645.13	14.34	14.34				
Chef												
Area A	4 361.42	1 007.26	22.38	22.38	4 623.11	1 067.69	23.73	23.73	Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	4 202.11	970.46	21.57	21.57	4 454.24	1 028.69	22.86	22.86				

Chef "unqualified"												Previous minimum wage + 5% or CPI* whichever is the greater
Area A	3 925.29	906.53	20.15	4 160.81	960.93	21.35						
Area B	3 781.90	873.42	19.41	4 008.81	925.82	20.57						
Driver												
Area A	2 605.47	601.73	13.37	2 761.80	637.83	14.17						
Area B	2 510.29	579.74	12.88	2 660.91	614.53	13.66						Previous minimum wage + CPI* + 2%
General Assistant												
Area A	2 489.73	575.00	12.78	2 639.11	609.49	13.54						
Area B	2 395.06	553.13	12.29	2 538.76	586.32	13.03						Previous minimum wage + CPI* + 2%
Manager												
Area A	5 115.23	1 181.35	26.25	5 422.14	1 252.23	27.83						
Area B	4 928.40	1 138.20	25.29	5 224.10	1 206.49	26.81						Previous minimum wage + 5% or CPI* whichever is the greater
Supervisor												
Area A	3 751.17	866.32	19.25	3 976.24	918.30	20.41						
Area B	3 613.73	834.58	18.55	3 830.55	884.65	19.66						Previous minimum wage + 5% or CPI* whichever is the greater
Waiter												
Area A	2 454.67	566.90	12.60	2 601.95	600.91	13.35						
Area B	2 365.02	546.19	12.14	2 506.92	578.97	12.87						Previous minimum wage + CPI* + 2%
Watchman												
Area A	2 454.67	566.90	12.60	2 601.95	600.91	13.35						
Area B	2 365.02	546.19	12.14	2 506.92	578.97	12.87						Previous minimum wage + CPI* + 2%
* CPI to be utilised is the CPI (excluding Owners' Equivalent Rent) as made available by Statistics South Africa determined												

on an average over the three months immediately prior to the implementation date.

4. CLAUSE 6. PAYMENT OF REMUNERATION

(1) 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;

- (i) R175.00 per month with effect from the date of coming into operation of this agreement to 31 December 2014
- (ii) R190.00 per month with effect from 1 January 2015 to 31 December 2015
- (iii) R210.00 per month with effect from 1 January 2016 to 31 December 2016 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 (10):

“(10) Pay for work on Sunday:*

With effect from 1 January 2016;

- (1) An employer must pay an employee who works on a Sunday at double the employee's wage for each hour worked, unless the employee ordinarily works on a Sunday, in which case the employer

- must pay the employee at one and one-half times the employee's wage for each hour worked.
- (2) If an employee works less than the employee's ordinary shift on a Sunday and the payment that the employee is entitled to in terms of subclause (1) is less than the employee's ordinary daily wage, the employer must pay the employee the employee's ordinary daily wage.
 - (3) Despite sub-clauses (1) and (2), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of subclauses (1) and (2).
 - (4) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating an employee's ordinary hours of work in terms of clause 7(2), but is taken into account in calculating the overtime worked by the employee in terms of clause 7(5).
 - (5) If a shift worked by an employee falls on a Sunday and another day, the whole shift is deemed to have been worked on the Sunday, unless the greater portion of the shift was worked on the other day, in which case the whole shift is deemed to have been worked on the other day.
 - (6) (a) An employer must grant paid time off in terms of sub-clause (3)

within one month of the employee becoming entitled to it.

- (b) An agreement in writing may increase the period contemplated by paragraph (a) to 12 months.”

*all employees earning in excess of the threshold as stipulated in the BCEA 75 of 1997 and amended from time to time shall be excluded from this clause.

6. CLAUSE 15. PROHIBITION OF EMPLOYMENT

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

“(c) a non South African Citizen without a work permit; should the council be notified that an employer is found to be in contravention of this sub-clause, the council must refer the matter to the relevant authorities. and”

7. CLAUSE 29. FAMILY RESPONSIBILITY LEAVE

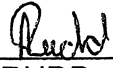
- (1) Substitute the following for sub-clauses (1) and (2):

“(1) Full time employees are entitled to six days paid family responsibility leave per year, on request, when the employees’ child is born or sick, or in the event of the death of the employees’ spouse or life partner. Or the employees’ parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

- (2) This leave may not be accumulated and an employer may require reasonable proof.”

Signed at Pretoria this 17TH day of SEPTEMBER 2013.

EMPLOYERS' ORGANISATIONS

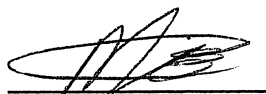

A. RUDD
PCA


D.F.J. COETZEE
CATRA

TRADE UNIONS


R.S. MATJILA
SACCAWU



I. MOSWEU
CCRAWUSA


N.M. MODISE
HICRAWU

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


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CHAIRMAN


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VICE-CHAIRMAN


M. BASILIO
SECRETARY