

**GOVERNMENT NOTICES
GOEWERMENTSKENNISGEWINGS**

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 849

15 August 2008

LABOUR RELATIONS ACT, 1995

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

I, **MEMBATHISI MPHUMZI SHEPHERD MDLADLANA**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the collective agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Restaurant, Catering and Allied Trades** and is binding in terms section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in those trades, with effect from **1 September 2008** and for the period ending 31 May 2011.

**M M S MDLADLANA
MINISTER OF LABOUR**

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

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

CATRA - The Restaurant and Food Services Association of South Africa

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

**The South African Commercial, Catering and Allied Workers' Union
Hotel, Liquor, Catering, Commercial and Allied Workers' Union of South Africa**

(HOTELICCA) -

and

Industrial Commercial & Allied Workers' Union (ICAWU) -

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

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Restaurant,
Catering and Allied Trades -

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

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs, Stilfontein and Westonaria.

(2) The terms of this Agreement shall not apply to non-parties in respect of clauses 1(1)(a), 2 and 3 of this Agreement.

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 on the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 31 May 2011.

3. SPECIAL PROVISIONS

The provisions contained in clauses 22(2) and 22(3) of the Collective Agreement published under Government Notice No. R. 707 of 22 May 1998, as re-enacted and amended by Government Notice No. R. 78 of 4 September 2000, as further re-enacted and amended by Government Notices R.170 of 23 February 2001, R. 520 of 26 April 2002, R. 177 of 7 February 2003 and R. 858 of 2 September 2005, (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

4. GENERAL PROVISIONS

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

5. CLAUSE 3: INDUSTRIAL ACTION

Substitute the following new clause 3(2) for the existing clause 3(2):

"(2) The forum for negotiation and conclusion of substantive agreements on wages, benefits and other conditions of employment between the members of the employers' organisation party to this Agreement, on the one hand, and employees and trade unions, on the other hand, shall be the Bargaining Council and not at shop-floor level."

6. CLAUSE 4: DEFINITIONS

(1) In clause (4), after the definition of "clerk/cashier" and before the definition of "cook", delete the existing definition of "contract waiter" and insert the following definition of "commission work":

"commission work" means work where an employer and employee have agreed in writing before the work commences that the employee will on a regular basis perform work on which a commission will be paid;"

(2) Substitute the following definition of "small employer" for the existing definition of "small employer":

"small employer" means an employer who does not employ more than ten (10) employees at any one time;"

7. CLAUSE 5: WAGES

Substitute the following new clause 5(1)(a) for the existing clause 5(1)(a):

"(a) Employees, other than part-time, casual, special function and commission worker(s) employed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp,

Randburg, Randfontein, Roodepoort, Springs, Stilfontein and Westonaria.

Minimum prescribed rate per hour in Rand for the period(s) -

Category/Class	Until 31/05/2009	1/06/2009 - 31/05/2010	1/06/2010 – and thereafter
	Hourly rate	Hourly rate	Hourly rate
Chef Manager	R18,74	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Assistant manager	R13,14	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Bartender Cashier Clerk Security guard Supervisor	R11,47	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Assistant bartender Assistant cashier	R9,86	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Head cook Head waiter Head wine steward Management trainee Receptionist	R9,60	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Kitchen supervisor	R8,75	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Counter assistant Part-time driver Waiter/wine steward	R8,54	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Employee not elsewhere specified	R8,47	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Motor vehicle driver(s) (a) Extra heavy	R11,57	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%

(b) Heavy	R10,03	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
(c) Medium	R9,73	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
(d) Light	R8,40	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Baker Cook	R8,55	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Catering assistant Delivery employee General assistant	R8,76	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%
Watchman	R8,76	Previous minimum wage + CPIX + 2,5%	Previous minimum wage + CPIX + 2,5%

(2) Substitute the following new clause 5(1)(c) for the existing clause 5(1)(c):

"(c) *Commission workers:*

(i) An employer and employee may agree in writing that the employee will perform commission work on a regular basis.

(ii) An employer shall pay an employee the rates applicable for commission work as agreed: Provided that irrespective of the commission earned, the employer shall pay such an employee not less than the prescribed minimum wage for the period worked.

(iii) An agreement to perform commission work in terms of this clause shall be concluded before the work commences and shall include -

- (aa) the employee's wage and rate;
- (ab) the basis for calculating commission;

- (ac) the period over which the payment is calculated, which period may not be longer than one month;
 - (ad) when the employer shall pay the commission to the employee, which commission may not be paid more than seven days after the end of the period in which the commission is earned; and
 - (ae) the type, description, number, quantity, margin, profit or orders (individual, weekly, monthly or otherwise) for which the employee is entitled to earn commission.
- (iv) The employer shall supply the employee with a copy of the agreement to perform commission work.
- (v) If, during any calculation period, the employee does not earn an amount equivalent to at least the prescribed minimum wage, excluding any gratuity or gift received from a customer for service rendered, because of any act or omission by or on behalf of the employer or because the employer has restricted the employee's ability to earn commission in terms of the agreement, the employer shall pay the employee at least the applicable minimum wage as prescribed.
- (vi) An employer who intends to cancel or amend the agreement in operation relating to commission work, or the rates applicable thereunder, shall give the affected employee not less than four weeks' notice of such intention."

(3) Insert the following new subclause (7) after subclause (6):

"(7) **Night work:** An employer who requires a full-time employee, other than a commission worker, a casual employee, a special function casual employee and employees referred to in clause 9(8) to perform night work, shall pay such an employee an amount of R0,88 per hour, as a shift allowance, in addition to the employee's salary for the hours worked between 18:00 and 06:00 or grant the employee at least 10 minutes' time off on full pay, for every hour worked at the end

of each week."

(4) Insert the following new subclause (8)(A) after the existing subclause (8):

"(8)(A) **Additional bonus:** After 1 June 2009, all employees, other than part-time, casual, special function and commission workers, who have been employed by the same employer for a minimum period of 24 consecutive months, shall receive one week's wages as an additional bonus to be paid by the employer, at the month end of the employee's anniversary date."

(5) Insert the following new subclause (10) after the existing subclause (9):

"(10) **Work on Sunday:** An employer, other than a small employer, shall pay an employee, other than a commission worker, a casual employee or a special function casual employee, who ordinarily works on a Sunday, at one and a half times the employee's wage for each hour worked as from 1 January 2009: Provided that an employer may 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 a Sunday and the pay that the employee is entitled to in terms subclause (1)."

8. CLAUSE 8: UNIFORMS, OVERALLS AND PROTECTIVE CLOTHING

Substitute the following new clause 8(3) for the existing clause 8(3):

"An employer may agree with an employee that the employee shall clean his or her wearing apparel in his or her own time, for which the employer shall pay the employee R12,50 per week for the year ending 2009, R15,00 per week for the year ending 2010 and R17,50 per week for the year ending 2011. This amount shall not be payable when the employee is off work."

9. CLAUSE 16 (A): FAMILY RESPONSIBILITY LEAVE

Substitute the following new clause 16(A) for the existing clause 16(A):

"16(A) ***Family responsibility leave:***

(1) An employee who has been in employment with the same employer for longer than twelve months, and who works for at least five days a week for that employer, at the request of the employee shall be entitled to four (4) days' paid leave, and four (4) days' unpaid leave during each annual leave cycle which may be taken -

- (a) when the employee's child is born;
- (b) when the employee's child or adopted child is sick;
- (c) in the event of the death of the employee's spouse, life partner, parent, adopted parent, grandparent, child, adopted child, grandchild or sibling.

Before an employee may be paid for leave in terms of this clause, the employee shall submit proof of an event contemplated in subclause (1) for which the leave was taken. An employee's unused entitlement to leave in terms of this clause shall expire at the end of the leave cycle in which it accrues."

10. CLAUSE 17: MEALS, TRANSPORT AND LATE-NIGHT WORK

(1) Substitute the following new clause 17(1)(v) for the existing clause 17(1)(v):

"(v) The meals shall be adequate as regards the quantities of food supplied, and reasonable in respect of content and quality."

(2) Substitute the following new clause 17(2)(b) for the existing clause 17(2)(b):

"(b) In the event that an employee, other than a special-function casual employee, a casual employee or a commission worker, works after 22:30, and has been authorised so to work, the employer shall pay such employee R115,00 per month for the year ending 2009, R120,00 per month for the year ending 2010 and R125,00 per month for the year ending 2011 as "late-night allowance": Provided that

if an employer daily provides free transport home for late-night workers, the employer shall not be required to pay such an allowance to those employees."

11. CLAUSE 21: INCOME AND EXPENSES OF THE COUNCIL

Delete subclause 21(6).

12. CLAUSE 25: RIGHTS AND OBLIGATIONS OF THE TRADE UNIONS

Substitute the following new clause 25(6)(a) for the existing clause 25(6)(a):

"(6) ***Leave for trade union activities:*** (a) Trade union representatives of a party to the Council may be granted five (5) days' paid and five (5) days' unpaid training leave per annum by the employer to undergo training or to attend a conference on any subject relevant to the performance of the functions of a trade union representative: Provided that no days' training or conference leave shall be permitted to be taken on Fridays, Saturdays, Sundays or public holidays."

13. Delete the word "contract waiter" wherever it occurs in clauses 5, 6, 13, 14, 16 and 17, and the entire Annexure "J".

Signed in Johannesburg this 30th day of May 2008.

MR D. DAKILE
CHAIRPERSON

MR N. LEONTSINIS
VICE-CHAIRPERSON

MR B. MAGQAZA
SECRETARY