GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF EMPLOYMENT AND LABOUR

NOTICE 4196 OF 2026

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT

I, **NOMAKHOSAZANA METH**, 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 Fast Food, 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 effect from the second Monday after the date of publication of this Notice and for the period ending on 31 August 2028.

.....

MS N METH, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 6 October 2026

SCHEDULE

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

MAIN COLLECTIVE AGREEMENT

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

CATRA

AND

GUARDIAN EMPLOYERS' ORGANISATION (GEO)

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

AND

FOOD AND ALLIED WORKERS UNION (FAWU)

AND

FEDERAL COUNCIL OF RETAIL AND ALLIED WORKERS (FEDCRAW)

AND

FUTURE OF SOUTH AFRICAN WORKERS UNION (FOSAWU)

AND

HOSPITALITY, INDUSTRIAL, CATERING, RETAIL AND ALLIED WORKERS UNION (HICRAWU)

AND

HOTEL, LIQUOR, CATERING, COMMERCIAL AND ALLIED WORKERS UNION (HOTELICCA)

AND

JUSTICE FOR ALL WORKERS OF SOUTH AFRICA (JAWSA)

AND

NATIONAL UNION OF METAL WORKERS OF SOUTH AFRICA (NUMSA)

AND

SOUTH AFRICAN COMMERCIAL CATERING AND ALLIED WORKERS UNION (SACCAWU)

AND

UNIVERSITY AND ALLIED WORKERS UNION (UAWU)

1. SCOPE OF APPLICATION

(1) The terms of this agreement (as further extended, renewed and amended from time to time), shall be observed in the registered scope and sector of the Fast Food, Restaurant, Catering and Allied Trades as set out in Annexure "1" attached to this agreement -

(a) By all employers who are members of the employers' organisations and their employees and by all employees who are members of the trade unions

(b) In all the areas defined in Annexure "1" attached to this agreement.

2. PERIOD OF OPERATION OF AGREEMENT

(1) This agreement shall apply to non- parties on a date fixed by the Minister of Employment and Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties and the Agreement shall remain in force for the period ending 31st August 2028.

(2) This Agreement shall come into operation for parties on the date of signature, and the Agreement shall remain in force for the period ending 31st August 2028.

2(A) PROHIBITION OF FURTHER NEGOTIATION

(1) The contents of this Agreement are actual and not minimum standards for the industry. No employer(s), employer(s) organisation(s), employee(s), or trade union(s) may engage in a strike/work stoppage or lockout in pursuance of an improvement or improvements to any terms and conditions of this Agreement during the currency of this Agreement.

(2) The provisions contained in this Agreement (as further extended, renewed and amended from time to time), shall apply to all employers who are members of the employers' organisations and their employees and by all employees who are members of the trade unions party to this agreement.

3. INDUSTRIAL ACTION

(1) No person bound by the provisions of this Agreement entered into by the parties shall engage in or participate in a strike or lock-out or any conduct in the furtherance of a strike or a lock-out in respect of any matter regulated by this Agreement for its duration.

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

(3) No trade union or employers' organisation may attempt to induce or compel or be induced or compelled by any natural or juristic person or other organisation, by any form of strike or lock-out, to negotiate the issues referred to in paragraph 1 above, at any level other than this Council

(4) Any inconsistent provisions of collective procedural agreements between employers and trade unions and their members shall be regarded by such parties as amended to accommodate the

provisions of paragraph 2, and 3 above and shall not be binding on the parties to the extent that the provisions of such agreements conflict with those of paragraph 2 and 3 above.

4. DEFINITIONS

Unless the context otherwise indicates, any expression which is used in this agreement, and which is defined in the Act shall have the same meaning as in the Act and for the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged: furthermore, unless inconsistent with the context –

"adoption order" means an adoption order as envisaged in the Children's Act, 2005 (Act No 38 of 2005);

"adoptive parent" has the meaning assigned to it in section 1 of the Children's Act, 2005(Act No 38 of 2005);

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

"agreement" means this Agreement, and "Collective Agreement" has a corresponding meaning;

"act" means the Labour Relations Act, 1995 (Act No 66 of 1995) as amended from time to time;

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

"assistant bartender" means an employee who, under the supervision of a bartender, does the work of a bartender, but who is not responsible for stock in a bar;

"assistant clerk/cashier" means an employee who, under the supervision of a clerk/cashier, does the work of a clerk/cashier, and has less than one year's experience;

"assistant manager" means an employee who is specifically charged by his employer to assist the manager in his duties and who may act on behalf of the manager in his absence;

"baker" means an employee who prepares, makes and bakes wheaten products, confectionary and who is responsible for the control of stock;

"bartender" means an employee who is engaged in supplying liquor to customers over a counter and receiving payment for it, and who is responsible for the balancing of the liquor stock and cash receipts for the liquor sales;

"bread" without limiting the ordinary meaning of the term, includes buns, rolls, or any similar wheaten, rye or maize products;

"Basic Conditions of Employment Act" means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997) as amended;

"café" without limiting the ordinary meaning of the term, means a business licensed or required to be licensed, under item 20 "cafe keeper" of the Transvaal License Ordinance, 1974 (Ordinance No 19 of 1974 as amended from time to time);

"cashier" see clerk

"casual employee" means an employee, other than a special function casual employee, who is employed by the same employer on not more than three days in any week: provided that such casual employee may be employed on not more than four days in any week in which a paid public holiday falls, and may also be employed during any one or more of the following periods:

a) 6 December to 15 January
b) Shows and exhibitions
c) The Easter weekend.

"catering" means the provisions of meals, ready-made meals, wheaten products, confectionery and/or refreshments, alcoholic or non-alcoholic;

"catering assistant" means an employee who: -

(a) prepares food and any one or more of the following: Sandwiches (plain or toasted), fruit salads, salads, vegetables, hamburgers, hot dogs, waffles, pancakes, pizzas, pies, curry and rice, common pan foods, grills, popcorn, fish and chips, vetkoek and grilled chicken, and / or assists with the preparation of the menu of the establishment;

(b) execute orders, transmits orders and places such items of food mentioned in paragraph (a), and cold prepared foods, prepared salad dressings, stews, boiled meats and/or vegetables either on plates or in containers ready for conveyance to the customer, airlines or take away;

(c) operates an ice-cream dispenser and/or soda fountain and/or semi-automatic machine;

(d) receives verbal or written orders from customers, waiter, or a wine steward for the supply/handling over to him of bottles of alcoholic or non-alcoholic drinks;

"chef" means an employee in a managerial position who is in position of a chef's certificate and is in charge of the preparation, presentation and quality of food, training and supervision of kitchen employees and stock control;

"chef de partie" means an employee who under the supervision of a management and or sous chef is responsible to perform the duties of a sous chef allocated to him/her.

"child" means a person who is under 18 years of age;

"clerk/cashier" means an employee engaged in any one or more of the following duties:

a) clerical work, i.e. writing, typing, filing and payroll administrator;

b) operating office equipment, greeting and assisting customers to their tables, checking and controlling of dining rooms;

c) operating a cash register, and being responsible for balancing receipts and disbursements;

d) being in charge of stores and responsible for production control, receiving, storing, assembling, packing and/or unpacking goods in a store or warehouse, and for the delivery of such goods;

e) operating a telephone switchboard, but does not include any other class of employee elsewhere defined in this clause, notwithstanding the fact that clerical work as herein defined may form part of such employee's work;

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

"commission worker" means a person who agrees in writing with the owner of an establishment to work odd shifts when required by the owner on which a commission will be paid at the end of each shift, week/month. Provided that the commission worker shall not work more than 36 hours in any week;

"commissioning parent" has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act No 38 of 2005);

"cook" means an employee, who is engaged in preparing, cooking and the presentation of food in an establishment and who may be responsible for the organisation of the kitchen and the control of stock in a kitchen

"Council" means the Bargaining Council for the Fast Food, Restaurant, Catering and Allied Trades;

"counter assistant" means an employee who serves customers at a counter and takes orders verbally or telephonically who may receive payment for the goods sold, but excludes a bartender and assistant

bartender;
"day" means a period of 24 consecutive hours calculated from the time an employee commences work;
"delivery employee" means an employee who delivers or collects messages, letters, documents or goods;
"designated agent" means any person appointed by the Minister at the request of the Council in terms of section 33 of the Act to promote, monitor and enforce compliance with the Agreement;
"dispute" includes an alleged dispute;
"driver" means a person employed to drive a motor vehicle and includes any time spent on work connected to the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;
"emergency work" means-

(a) any work which, owing to unforeseen circumstances such as fire, storms, accident, epidemic, act of violence, civil unrest, theft or a breakdown of a plant, motor vehicles or machinery, must be done without delay;
(b) any work in connection with the loading or unloading of –
   i. trucks or vehicles of the South African Transport Services; or
   ii. a vehicle used by a cartage contractor in the fulfilment of his contract as such with the South African Transport Services; or
(c) any work in connection with the provisioning of aircraft;
(d) Any work in connection with the guarding of premises or property for security reasons during building operations or structural alterations;

"employee" means:

(a) any person excluding an independent contractor and a commission worker, who works for another person and who receives, or is entitled to receive any remuneration; and
(b) any other person who in any manner assists in carrying on or conducting the business of an employer, and further includes an employee who is employed by a labour broker or temporary employment service in the Sector, as defined and "employed" and "employment" have a meanings corresponding to that of an employee;

"employer" means any person whomsoever who employs or provides work for any person or who permits such person whomsoever in any manner to assist him/her in the carrying on or conducting of a business in the Sector, as defined, and who remunerates or expressly or tacitly undertakes to remunerate such person; and "employ" or
"employment" have corresponding meanings;
"establishment" means any place in or in connection with which one or more persons are employed in the Fast Food, Restaurant, Catering and Allied Trade sector and scope and includes clubs, caterers and or canteens operating for gain;
"exemptions committee" means a committee established to consider applications for exemption from the provisions of this Agreement;
"extra-heavy motor vehicle" means a motor vehicle, the gross vehicle mass or the gross combination mass of which exceeds 16 000kg;
"fixed-term contract" means a contract in writing which stipulates the period of the employment contract and termination date and does not raise future expectations of continued or further employment;
"food supervisor" means an employee who under the direction of the employer, manager or assistant manager supervises the work of the employees preparing food;

"functions supervisor" means an employee who is personally in charge of and responsible for the activities at a particular special function;

"general assistant" means an employee engaged in any one or more of the following duties:

a) making porridge and preparing meals for the exclusive consumption of the employees of the establishment;
b) packing or wrapping edibles for sale or delivery;
c) assisting with the checking of stores under supervision;
d) checking crockery, glassware, napery and other pantry requirements and checking dining equipment and tables;
e) cleaning premises, machinery, the workplace, scullery, clothing or any article;
f) cleaning, plucking or cutting raw poultry, raw fish or raw meat as part of the cleaning process, cleaning or peeling of fruit and vegetables, cutting of fruit and vegetables and cutting bread;
g) checking, stacking, moving goods, moving or setting tables, assisting with orders and with the serving of customers;
h) making or maintaining a fire and removing ashes and refuse;
i) vending, collecting and/or delivering orders off the premises and accepting payment therefore;
j) making tea, coffee, cocoa or similar beverages;
k) loading and offloading;
l) repetitive mass-measuring to a set mass-meter;
m) opening or closing packets, containers or parcels;
n) heat closing of polythene or similar pre-filled containers;
o) gardening, sharpening knives;
p) controlling hygiene;
q) decanting into other containers, except for table use;
r) guarding premises or other movable or immovable property by day, but excluding a watchman;

"griller" see catering assistant;

"gross vehicle mass" in relation to a motor vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

"head cook" means an employee who does the work of a cook and is in charge of a kitchen where three or more cooks are employed;

"head waiter/ head wine steward" see receptionist;

"heavy motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which exceeds 9 000kg but does not exceed 16 000kg;

"incapacity" means inability to work owing to ill health or injury;

"independent exemptions board" means a body as referred to in Section 32(3) (e) of the Act;

"kitchen supervisor" means an employee who fall under the direction of the employer/manager or assistant manager, supervise the work of the employees in an establishment and is in charge of stock;

"law" includes the common law;

"light motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which does not exceed 3 500kg;

"manager" means an employee who is charged by his employer with the overall supervision, responsibility for and direction of the activities carried on, in or in connection with that section of the establishment that has been placed under his authority, and who is directly responsible to the employer, and further includes the provision of attendance registers to all employees and the daily completion thereof as well as of the wage register when so instructed by his employer. Provided that where fewer than six employees are employed, this employee shall be deemed to be a supervisor;

"management trainee" means an employee who is employed for a period of 18 months in various departments of an establishment, for the purpose of being trained as a manager;

"meals" without limiting the ordinary meaning of the term includes pies, pastries, pizza, vetkoek, confectionary, snacks, take away meals, savouries, pastries, shawarmas, pancakes or any edible or drinkables fit for human consumption;

"medical practitioner" means a person entitled to practice as a medical practitioner in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No 58 of 1974), as amended, from time to time;

"medium motor vehicle" means a motor vehicle, the gross vehicle mass or the gross combination mass of which exceeds 3 500kg but does not exceed 9 000kg;

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

"minister" means the Minister of Employment and Labour;

"month" means the period extending from a day in any month up to and including the proceeding day corresponding numerically to the first-mentioned day in the following month, e.g. 7 April to 6 May;

"monthly wage" means an employee's weekly wage multiplied by four and a third;

"motor vehicle" means any self- propelled vehicle with an engine capacity exceeding 200cm^3 used for conveying goods and includes a mechanical horse, a motor cycle or a motor tricycle and a tractor;

"new employer" means the owner of a business newly established in the trade, during the first 12 months of its existence in the trade, who at no time employs more than ten employees in the aggregate: Provided that if the existing business undergoes a change of name or ownership (including a change of directors, members or partners) while largely retaining the same employees and/or clients, it shall not be regarded as a new employer;

"night work" means work performed after 18h00 and before 06h00 the next day;

"ordinary hours of work" means the hours of work permitted in terms of the Basic Conditions of Employment Act, 1997 clause 9;

"operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer;

"overtime" means the time that an employee works during a day or a week in excess of ordinary hours of work;

"part-time driver" means an employee who is ordinarily engaged in work other than driving a motor vehicle, but who on more than two days in any week is engaged in driving a motor vehicle for not more than three hours in the aggregate on any such day, and for the purpose of this definition the expression "driving a motor vehicle" includes all periods of driving and any time spent while in charge of the vehicle, on work connected with the vehicle or the load;

"part-time employee" means an employee (other than a part-time driver) employed by the establishment for not more than 30 ordinary hours of work in any week;

"premises" includes any land, structure, vehicle or vessel;

"paid holiday" means any day that is a paid public holiday in terms of the Public Holidays (Act No. 36 of 1994);
"paid leave" means any annual leave, paid sick leave, paid union representative leave or paid family responsibility leave that the employee is entitled to in terms of this agreement;
"probation" means the period determined in advance by an employer requiring a newly hired employee to work, to give an employer an opportunity to evaluate the employee's performance and capabilities before the appointment of the employee is confirmed;
"receptionist/head waiter/head wine steward" means an employee who is engaged in making reservations in respect of tables, allocating seats and showing customers to their seats and is specifically charged by the employer or manager with supervisory responsibility over general assistants;
"refreshments" without limiting the ordinary meaning of the term shall include all edibles and drinkables fit for human consumption;
"registered scope" as defined in Annexure "1" attached to this agreement;
"remuneration" means any payment in money or in kind. or both in money and in kind, excluding any gratuity, gift or (tips) received from a customer for service rendered. made or owing to any person in return for that person working for any other person, and remunerate has a corresponding meaning;
"sandwich" means one or more slices of fresh or toasted bread, rolls, scones or buns with filling on or between such slice or slices, but excludes snacks or savouries;
"secretary" means the General Secretary of the Council and includes any official nominated or delegated by the Council to act on behalf of or perform the duties of the Secretary;
"sector" as defined in Annexure "1" attached to this agreement;

"security guard" means an employee who is engaged in any one of the following duties:

(a) authorized searching of goods, vehicles and persons;
(b) supervising or controlling one or more watchmen; and
(c) controlling or reporting on the movement of persons or vehicles through check-points or gates, and who may be required to perform any or all duties prescribed for a watchman;

"serve" means to send by registered post, telegram, telefax or to deliver by hand;
"small employer" means an employer who does not employ more than ten (10) employees at any time;
"special function casual employee" means an employee who is employed on hourly or daily basis for not more than three days in any week: Provided that he/she may work for not more than four days in any week:

a) in which a public holiday falls;
b) the period between 6 December and 15 January;
c) during shows and exhibitions;
d) the Easter weekend;

"special function supervisor" means an employee who supervises staff at a special function under the direction of the employer or manager;
"sous chef" means an employee who is responsible for planning and directing food preparation in the kitchen, train new chefs, cooks, create the work schedule, make sure all food is of the best quality, making sure that all kitchen equipment, appliances and cooking instruments are at all times in working order, making sure that all kitchen staff abide by the employer's rules and regulations and kitchen duties, stock control, product supply rotation, menu tasting and to ensure safety precautions and sanitary provisions are taken as well as to ensure a safe and clean working environment.
"supervisor" means an employee who under the direction of the employer, manager or assistant manager supervises the work of the employees in an establishment;

"surrogate motherhood agreement" has the meaning assigned to it in section 1 of the Children's Act, 2005 (Act no 38 of 2005);

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

"uniforms" means an apparel that includes an overall, coat, dress, skirt, blouse, pinafore, cap, apron or footwear;

"waiter/wine steward" means an employee other than a bartender, clerk/cashier or counter assistant, who performs any one or more of the following duties:

a) serving meals and/or refreshments (whether alcoholic or non-alcoholic) to customers at tables or counters;
b) receiving payment for any order taken or executed and being responsible for payment;
c) setting and/or clearing tables;
d) checking and/or controlling dining-room and/or other pantry equipment;
e) filling butter and/or jam dishes and/or cruets. and may make salads;

"wage" means the amount of money paid or payable to an employee in respect of ordinary hours of work or, if they are shorter, the hours an employee ordinarily works in a day or week, excluding any gratuity, tips or gifts received from a customer for service rendered;

"watchman" means an employee who is engaged, mostly at night, in any one or more of the following duties:

a) guarding, protecting or patrolling premises, buildings, structures or fixed or movable property;
b) handling dogs in the performance of any or all of the duties referred to in (a);

"week" in relation to an employee, means the period of seven days within which the working week of that employee falls; and

"workplace" means any place where an employee works.

5. WAGES

Exemptions

Where a small employer or his employee can satisfy the Council that any provisions of the Agreement are restricting entrepreneurial initiative and / or employment opportunities, such an employer or employee may apply to the Council for exemption from the specific provisions and the Council may grant such an exemption.

An employee on probation earns ten percent (10%) less than the prescribed hourly wages for a period not exceeding 3(three) months which should not be less than the hourly wage prescribed by the National Minimum Wage Act. The hourly wages prescribed pertain to the payment of ordinary hours of work as prescribed in clause 9. Should statutory legislation reduce these ordinary hours of work the wages will automatically be reduced proportionately, bearing in mind the overtime aspect.

(1) The hourly wage, excluding any gratuity or tips which shall be paid to each employee for the ordinary hours that the employee works in the area prescribed in sub – clause (5) (2), is set out hereunder of this clause and no employer shall pay, and no employee shall accept wages lower than the hourly wage prescribed in this clause. **Provided** that, if the prescribed hourly wage paid to an

employee for ordinary hours worked is less than the national minimum wage it shall be adjusted to be the same as determined by the Minister in schedule 1 of the National Minimum Wage Act and published in the Government Gazette. Provided further that the wages so prescribed may be reduced by not more than 10 percent by a small employer as defined in clause 4.

(2) **(Employees employed in the Bargaining Council's registered scope and sector as set out in "Annexure "1" attached to this agreement.**

PRESCRIBED RATE PER HOUR IN RAND(S) FOR THE PERIOD(S)

Category Class	Current rate to 31/05/2026	From 01/06/2026 To 31/05/2027	From 01/06/2027 And Thereafter
	Hourly Rate	Hourly Rate	Hourly Rate
CHEF /MANAGER/ SOUS CHEF	R53.88	R57.65	R61.69
ASSISTANT MANAGER	R37.81	R40.46	R43.29
JUNIOR SOUS CHEF/ BARTENDER/ CASHIER/CLERK/SECURITY GUARD/ SUPERVISOR	R33.60	R35.95	R38.47
ASSISTANT BARTENDER/ ASSISTANT CASHIER	R30.85	R33.00	R35.31
HEAD COOK/HEAD WAITER/ HEAD WINE STEWARD MANAGER TRAINEE/ RECEPTIONIST	R30.85	R33.00	R35.31
CHEF DE PARTIE/ KITCHEN SUPERVISOR	R30.85	R33.00	R35.31
COUNTER ASST/PART – TIME DRIVER/WAITER/WINE STEWARD	R30.77	R32.92	R35.22
EMP. NOT SPECIFIED ELSWHERE	R30.77	R32.92	R35.22
MOTOR VEHICLE DRIVER (S) (A)EXTRA HEAVY	R31.67	R33.88	R36.25
(B) HEAVY	R30.87	R33.03	R35.34
(C)LIGHT FORKLIFT DRIVER	R30.77	R32.92	R35.22
BAKER/COOK	R30.77	R32.92	R35.22
CATERING ASSISTANT/ GENERAL ASSISTANT/ DELIVERY EMPLOYEE	R30.77	R32.92	R35.22
WATCHMAN	R30.77	R32.92	R35.22

Provided that if the prescribed hourly wage above, is less than the National Minimum Wage, it shall automatically be increased to be the same as determined by the Minister in Schedule 1 of the National Minimum Wage Act.

Employees other than the employees referred to in clause 9(11)(1) earning more than the prescribed wage above shall receive an annual increase of 4%.

2 (A) Part time Employee

(1) Part time employees shall be paid in respect of ordinary hours of work as prescribed in clause 9, not less than the hourly wage prescribed in sub clause 5(2) above for an employee of the same class as the one in which he is employed.

2 (B) Annual Bonus

(1) All employees other than part time, commission workers and employees earning in excess of the threshold (Clause 9(11), who are employed by the same employer for a minimum of:

(a) 12 consecutive months, shall receive one week's wages as an annual bonus payable during December,

(b) 24 consecutive months shall receive 2 week's wages as an annual bonus payable during December.

(2) An employer, other than a small employer shall pay an employee other than a part-time, casual, special-function casual, and commission workers the following as an annual bonus payable during December:

i) three weeks wages for three years of completed service;
ii) Four weeks wages for four or more years completed service.

(3) Commission workers:

(1) The owner/management of an establishment and a commission worker may agree in writing that the commission worker will perform the duties of a waiter if and when so required by the owner on which commission will be paid at the end of each shift/week/month.

(2) The owner/management shall pay a commission worker the rates applicable for commission work as agreed: Provided that if during any calculation period, the commission worker does not earn an amount equivalent to at least the prescribed minimum wage for waiters, excluding any gratuity or tips, the owner shall pay the commission worker not less than the applicable minimum wage as prescribed for waiters for the hours that the commission worker worked. It is agreed that 5% deduction fee is applicable in respect of credit cards tips, gratuities or gifts for administration and bank charges.

(3) Commission workers to receive a funeral benefit, with both parties contributing in equal portions to the monthly contribution in the amount of R12-50 each as per Clause 21(B) of this agreement. This benefit will apply to non-parties as promulgated by the Minister.

(4) Commission workers working a minimum of 130 hours per month and for a minimum period of two (2) years and longer with the same employer, shall be eligible to join the Momentum (Funds At Work Umbrella Provident Fund).(as outlined in Clause 21(C))

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

(a) the commission worker's rate of commission;

(b) the basis for calculating commission;

(c) the period over which the payment is calculated, which period may not be longer than one month;

(d) 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 was earned; and

(e) the type, description, number, quantity, margin, profit or orders (individual, weekly, monthly or otherwise) for which the employer is entitled to earn commission.

(6) The employer shall supply the employee with a copy of the agreement to perform commission work.

(7) The commission worker may apply for full time employment as a waiter, if a vacancy exists within the establishment for a waiter and the commission worker qualifies for the position of a waiter.

(8) An employer who intends to cancel or amend the agreement in operation relating to commission work, or the rates applicable thereunder, shall give the effected employee not less than four weeks' notice of such intention.

4. Calculation of wages

(1) The wage of an employee is calculated by reference to the employee's ordinary hours of work.

(2) For the purposes of any calculation in terms of this agreement–

a) the hourly wage of a worker is obtained by –
   i. dividing the weekly wage by the ordinary number of hours worked in a week;

b) the daily wage of an employee is obtained by –
   i. multiplying the hourly wage by the number of ordinary hours worked in a day; or
   ii. dividing the weekly wage by the number of days worked in a week.

c) the weekly wage of an employee is obtained by –
   i. multiplying the hourly wage by the number of ordinary hours worked in a day multiplied by the number of days worked in a week; or
   ii. multiplying the daily wage by the number of days worked in a week; or
   iii. dividing the monthly wage by four and one-third.

d) the monthly wage of an employee is obtained by multiplying the weekly wage by four and a third.

5. Reduction of wages

An employer shall not reduce the wages of an employee who at the time this Agreement comes into operation or at any time thereafter, is paid a wage at a rate higher than the hourly rate prescribed for his grade in this Agreement, as long as he continues to work for the same employer. Provided that where a weekly – paid employee has been given one week's notice, or a monthly – paid employee two weeks' notice, of a change of conditions of employment and such employee agrees in writing to accept a transfer to a grade of work which a lower hourly wage is prescribed, this provision shall not apply.

6. **Basis of contract**

For the purpose of this clause the contract of an employment of employee other than a casual employee and a special-function casual employee, shall be on a weekly and, save as provided in clause 6(3), an employee shall be paid in respect of a week not less than 30 hours per week or 135 hours per month, provided than an employee agrees to work less than 45 hours per week.

6. PAYMENT OF REMUNERATION

(1) An employer must pay an employee –

(1) (a) in South African currency;
(b) daily, weekly, fortnightly or monthly: and
(c) in cash, by E.F.T., or by direct deposit into an account designated by the employee.

(2) Any payment in cash must be given to each employee –
(a) at the workplace:
(b) during the employee's working hours; and in a sealed envelope which becomes the property of the employee.

(3) An employer must pay an employee on the normal pay day agreed to in writing by the employee.

(4) If an employee is required to work less than four hours in any day the employee shall be paid for four hours.

(2) Information concerning pay

(1) On every pay day, the employer must give the employee a statement showing -
(a) the employer's name and address;
(b) the employee's name and occupation;
(c) the period in respect of which payment is made;
(d) the employee's wage rate and overtime rate;
(e) the number of ordinary hours worked by an employee during that period;
(f) the number of overtime hours worked by the employee during that period;
(g) the number of hours worked by the employee on a paid holiday or on a Sunday;
(h) the employee's wage;
(i) details of any other pay arising out of the employee's employment;
(j) details of any deductions made;
(k) the employer's registration number with the Unemployment Insurance Fund and the employer's contribution to the Fund; and
(l) the actual amount paid to the employee.

(2) An employer must retain a copy or record of each statement for three years.

3. Deductions and other acts concerning remuneration

(1) An employer may not make any deduction from an employee's remuneration unless –
(a) subject to sub clause 6(3) below. the employee in writing agrees to the deduction in respect of a debt specified in the agreement: or
(b) the deduction is required or permitted in terms of a law, collective agreement, court order or arbitration award.

(2) A deduction in terms of sub clause 6(3)(1)(a) may be made to reimburse an employer for loss or damage only if –
(a) the loss or damage occurred in the course of employment and was due to the fault of the employee;
(b) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deductions should not be made;

(c) the total amount of the debt does not exceed the actual amount of the loss or damage; and
(d) the total deductions from the employee's remuneration in terms of this sub-clause do not exceed one-quarter of the employee's remuneration in money.

(3) A deduction in terms of sub clause 6(3)(1)(a) in respect of any goods purchased by the employee must specify the nature and quantity of the goods.

(4) An employer who deducts an amount from an employee's remuneration in terms of sub-clause 6(3)(1) for payment to another person must pay the amount to the person in accordance with the time period and other requirements specified in the agreement, law, court order or arbitration award.

(5) An employer may not require or permit an employee to -
(a) repay any remuneration except for overpayments previously made by the employer resulting from an error in calculating the employee's remuneration; or
(b) acknowledge receipt of an amount greater than the remuneration actually received.
(c) pay the employer or any other person in respect of –
(i) the employment or training of the employee;
(ii) the supply of any work equipment tools; or
(iii) the supply of any work clothing.

(6) An employer may not require an employee to purchase any goods from the employer or from any person, shop or other business nominated by the employer.

(7) An employer may not levy a fine against an employee.

(8) A deduction of 5% as agreed by the parties to the agreement in respect of all credit card payments for tips, gifts and gratuities for administration and bank charges.

7. UNIFORMS

(1) An employer shall supply and maintain free of charge any uniform, overall, washable coat, cap or apron that by any law he is compelled to provide for his employee and any such uniform, overall, washable coat, cap or apron shall remain the property of the employer.

(2) An employer may require an employee to pay a deposit towards wearing apparel. This deposit shall be refunded on the apparel being returned in reasonable condition, less fair wear and tear provided that the deposit by the employee for uniforms shall not be more than the actual cost to the employer less VAT.

(3) An employer may agree with an employee that the employee shall clean his wearing apparel in his or her own time. for which the employer shall pay the employee R110.00 per month or R25.39 per week. This amount shall not be payable when the employee is off work.

8. WRITTEN PARTICULARS OF EMPLOYMENT

(1) An employer must supply an employee, when the employee commences work, with the following particulars in writing –
(a) the full name and address of the employer;
(b) the name and occupation of the employee, or a brief description of the work for which the employee is employed;
(c) the place of work, and where the employee is required or permitted to work at various places, an indication of this;
(d) the date on which employment began;
(e) the employee's ordinary hours of work and days of work;
(f) the employee's wage or the rate and method of payment;
(g) the rate of pay for overtime work;
(h) any other cash payments that the employee is entitled to;
(i) any food or accommodation that the employee is entitled to and the value of the food or accommodation;

(j) any other payment in kind received by the employee;
(k) how frequently wages will be paid;
(l) any deductions to be made from the employee's wages;
(m) the leave to which the employee is entitled to; and
(n) the period of notice required to terminate employment, or if employment is for a specific period, the date when employment is to terminate.

(2) If an employee is not able to understand the written particulars, the employer must ensure that they are explained to the employee in a language and in a manner that the employee understands.

(3) The employer must revise the written particulars if there is any change in the employee's terms of employment.

(4) An employer must retain a copy of the written particulars of employment while the employee is employed and for three years thereafter.

(5) For the purpose of assessing the capabilities of a prospective employee, he may be employed as a temporary employee for a period not exceeding three months. Provide that the employer has clearly defined, in writing, for the employee his temporary status at the time of engagement. Should his employment be retained beyond the expiration of the three months period, he shall immediately be classified as a permanent employee with a credit for service from the date when first employed.

9. HOURS OF WORK, OVERTIME AND PAYMENT FOR OVERTIME

(1) Ordinary hours of work:

(1) An employer may not require or permit an employee to work more ordinary hours than –
(a) 45 hours in any week; and
(b) nine hours on any day if the employee works for five days or less in a week; or
(c) eight hours in any day if the employee works for more than five days in any week.

(2) Overtime:

(1) An employer may not require or permit an employee –
(a) to work overtime more than four hours on any day; or
(b) 10 hours in any week;

(2) An employer shall be entitled to require an employee to work overtime on any day except on the employee's day off, and such overtime shall not exceed four hours per day and ten hours per week.

(3) Payment of overtime:

(1) An employer must pay an employee one and one-half times the employee's wage for overtime worked.

(2) Despite sub clause 9(3)(1), the employer may –
(a) pay an employee not less than the employee's ordinary wage for overtime worked and grant the employee at least 30 minutes' time off on full pay for every hour of overtime worked; or
(b) grant an employee at least 90 minutes paid time off for each hour of overtime worked.

(3) An employer must grant an employee paid time off in terms of sub clause 9(3)(2) within one month of the employee becoming entitled to it.

(4) An agreement in writing may increase the period contemplated by sub clause 9(3)(3) to twelve months.

(4) Compressed working week

(1) An agreement in writing may require or permit an employee to work up to twelve hours in a day, inclusive of the meal intervals required in terms of sub-clause 9(8) without receiving overtime pay.

(2) An employer in terms of sub clause 9(4)(1) may not require or permit an employee to work –

(a) more than 45 ordinary hours of work in any week;

(b) more than 10 hours' overtime in any week; or

(c) on more than five days in any week.

(5) Averaging of hours of work

(1) Despite clause 9(1) and 9(2), the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months.

(2) An employer may not permit an employee who is bound by a written agreement in terms of sub-clause 9(5)(1) to work more than –

(a) an average of 45 ordinary hours of work in a week over the agreed period;

(b) an average of 5 hours overtime in a week over the agreed period.

(6) Work on Sundays

(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 the payment calculated in terms of sub clause 9(6)(1) is less than the employee's daily wage, the employer must pay the employee, for the time worked on that Sunday, the employee's daily wage.

(3) Despite sub clause 9(6)(1) and 9(6)(2), 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 the Sunday and the pay that the employee is entitled to in terms of sub-clauses 9(6)(1) and 9(6)(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 the ordinary hours of work of the employee in terms of clause 9.

(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 9(6)(3) within one month of the employee becoming entitled to it.

(b) An agreement in writing may increase the period contemplated by paragraph 6(a) to 12 months.

(7) Night work

(1) An employer who requires an employee, other than a commission worker to perform night work, shall pay such an employee an amount of R1.00 per hour as a shift allowance, in addition to

the employee's salary for the hours worked between 18h00 and 06h00 or grant the employee at least 10 minutes time-off on full pay, for every hour worked at the end of each week.

(2) **Provisions of transport for night workers:**

(a) An employer who requires an employee, other than a commission worker and a part time worker to work after 21h30 shall pay such an employee Two Hundred and Thirty Rand (R230.00) per month until the 31st May 2026 and thereafter R240.00 per month as a "Late Night Allowance" provided that if an employer daily provides free transport home for late night workers, he shall not be required to pay an allowance to those employees.

(3) An employer who required an employee to perform work in an environment with hazardous substances on a regular basis after 23h00 and before 06h00 the next day must –

(a) inform the employee in writing, or orally if the employee is not able to understand a written communication, in a language that the employee reasonably understands-

(i) of any health and safety hazards associated with the work that the employee is required to perform; and

(ii) of the employee's right to undergo a medical examination in terms of paragraph (b)

(b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards –

(i) before the employee starts, or within a reasonable period of the employee starting such work; and

(ii) at appropriate intervals while the employee continues to perform such work; and

(c) transfer the employee to suitable day work within a reasonable time if –

(i) the employee suffers from a health condition associated with the performance of night work; and

(ii) it is practicable for the employer to do so.

(4) Sub-clause 9(7)(3) applies to an employee who works after 23h00 and before 06h00 at least five times per month or 50 times per year.

(8) Meal Intervals

(1) An employer must give an employee who works continuously for more than five hours a meal interval of at least one continuous hour.

(2) During a meal interval, an employee may be required or permitted to perform only duties that cannot be left unattended and cannot be performed by another employee.

(3) an employee must be paid –

(a) for a meal interval in which the employee is required to be available for work;

(b) for any portion of a meal interval that is in excess of 75 minutes, unless the employee lives on the premises at which the workplace is situated.

(4) For the purpose of sub-clause 9(8)(1), work is continuous unless it is interrupted by a meal interval of at least 60 minutes.

(5) An agreement in writing may –

(a) reduce the meal interval to not less than 30 minutes;

(b) dispense with a meal interval for an employee who works fewer than six hours on a day.

(9) Daily and weekly rest period:

(1) An employer must grant an employee –
(a) a daily rest period of at least twelve consecutive hours between ending work and starting work the next day;
(b) weekly rest period of at least thirty-six consecutive hours which, unless otherwise agreed, must include Sunday.

(2) A daily rest period in terms of sub clause 9(9)(1) (a) may, by written agreement, be reduced to 10 hours for an employee –
(a) who lives where the workplace is situated; and
(b) whose meal interval lasts for at least three hours.

(3) Despite sub-clause 9 (1) (b), an agreement in writing may provide for a rest period of at least sixty consecutive hours every second week.

(10) Number of working days

(1) An employer shall not require or permit an employee to work more than six days per week which includes Sunday, unless it is his day off.

(11) Earning's threshold

(1) All employees earning in excess of the threshold determined by the Minister of Employment and Labour in terms of section 6(3) of the Basic Conditions Employment Act, 1997 are excluded from the provisions of this clause.

10. PUBLIC HOLIDAYS

(1) In accordance with this Agreement an employer may require an employee to work on a public holiday.

(2) If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay –
(a) an employee who does not work on the public holiday, at least the wage that the employee would ordinarily have received for work on that day;
(b) an employee who does work on the public holiday at least double the employee's daily wage.

(3) If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay the employee an amount equal to –
(a) the employee's daily wage; plus
(b) the employee's hourly wage for each hour worked on the public holiday.

(4) An employer must pay an employee for a public holiday on the employee's normal pay day.

(5) If a shift worked by an employee falls on a public holiday and another day, the whole shift is deemed to have been worked on the public holiday, but if the greater portion of the shift was worked on the other day, the whole shift is deemed to have been worked on the other day.

(6) In accordance with section 2 (2) of the Public Holidays Act, Act 1994 the parties may exchange a public holiday for any other day.

11. ANNUAL LEAVE

(1) An employer must grant an employee –
- (a) at least three weeks (21 consecutive days) leave on full pay in respect of each 12 months of employment (the annual leave cycle) during the first three years and thereafter 30 consecutive days leave; or
- (b) by agreement, at least one day of annual leave on full pay for every 17 days on which the employee worked or was entitled to be paid; or
- (c) by agreement, one hour of annual leave on full pay for every 17 hours on which the employee worked or was entitled to be paid.

(2) An employer must grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would otherwise have worked.

(3) An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave on full pay granted to the employee at the employee's request in that annual leave cycle.

(4) An employer must grant –
- (a) the annual leave not later than six months after the end of the annual leave cycle in which leave was earned;
- (b) the leave earned in one year over a continuous period, if requested by the employee.

(5) Annual leave must be taken –
- (a) in accordance with an agreement between the employer and the employee; or
- (b) if there is no agreement in terms of paragraph (a), at a time determined by the employer in accordance with sub-clause 4.

(6) An employer may not require or permit an employee to take annual leave during: –
- (a) any other period of leave to which the employee is entitled to in terms of this Agreement; or
- (b) any period of notice of termination of employment.

(7) An employer may not require or permit an employee to work for the employer during any period of annual leave.

(8) An employer may not pay an employee instead of granting paid leave in terms of this clause except on termination of employment in terms of clause 16.

(9) An employer must pay an employee leave pay at least equivalent to the remuneration the employee would have received for working for a period equal to the period of leave, calculated at the employee's wage immediately before the beginning of the period of leave.

(10) An employer must pay an employee leave pay before the beginning of the period of leave or, by agreement, on the employee's usual pay day.

12. SICK LEAVE

(1) For the purpose of this clause "sick leave cycle" means the period of 36 months employment with the same employer immediately following: -
- (a) when the employee commenced work; or
- (b) the end of the employee's prior sick leave cycle.

(2) During every sick leave cycle, the employee is entitled to an amount of paid sick leave equal to the number of days the employee would normally work during a period of six weeks.

(3) Despite sub-clause 12(2), during the first six months of work, the employee is entitled to one day's sick leave for every 26 days worked.

(4) An employer may, during the employee's first leave cycle, reduce the employee's entitlement to sick leave in terms of sub clause 12(2) by the number of day's sick leave taken in terms of sub-clause 12(3).

(5) Where an employer, at the request of the employee, pays fees for an employee's hospital or medical treatment, the fees paid may be set off against the employee's pay.

(6) An employer is not required to pay the employee in terms of this clause if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury.

(7) The medical certificate in terms of sub-clause 12(6) must be issued and signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of Parliament.

(8) If it is not reasonably practicable for an employee who lives on the employer's premises to obtain a medical certificate, the employer may not withhold payment in terms of sub clause 12(6) unless the employer provides reasonable assistance to the employee to obtain the certificate.

13. FAMILY RESPONSIBILITY LEAVE

(1) This clause applies to an employee-
- (a) who has been employed by an employer for longer than four months; and
- (b) who works at least five days a week for that employer.

(2) An employer must grant an employee, during each 12 months of employment, at the request of the employee, four days paid leave, and four days unpaid leave which the employee is entitled to take –
- (a) when the employee's child is sick; or
- (b) in the event of the death of –
  - (i) the employee's spouse or life partner; or
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchildren or sibling.

(3) An employee may take family responsibility leave in respect of the whole or part of the day.

(4) Subject to sub-clause 13(5), an employer must pay an employee for a day's family responsibility leave-
- (a) the wage the employee would normally have received for work on that day; and
- (b) on the employee's usual pay day

(5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in sub-clause 13(2) for which the leave was required.

(6) An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

14. MATERNITY LEAVE

(1) An employee is entitled to at least four consecutive month's maternity leave.

(2) An employee may commence maternity leave –
(a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
(b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

(3) An employee may not work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

(4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

(5) An employee must notify an employer in writing, unless she is unable to do so, of the date on which the employee intends to –
(a) commence maternity leave; and
(b) return to work after maternity leave.

(6) Notification in terms of sub-clause 14(5) must be given –
(a) at least four weeks before the employee intends to commence maternity leave;
(b) if it is not reasonably practicable to do so, as soon as it is reasonably practicable.

(7) No employer may require or permit a pregnant employee or an employee who is nursing her child to perform work that is hazardous to her health or the health of her unborn child, including operating dangerous machinery or handling and/or using spray chemicals.

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

14A PARENTAL LEAVE

(1) An employee, who is a parent of a child is entitled to at least ten consecutive day's unpaid parental leave.

(2) An employee may commence parental leave on –
(a) the day that the employee's child is born: or
(b) the date –
(i) that the adoption order is granted, or
(ii) that the child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.

(3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
(a) commence parental leave, and
(b) return to work after parental leave

(4) Notification is terms sub-clause (3) must be given –
(a) at least one month before the –
(i) employee's child is expected to be born; or
(ii) date referred to in sub-clause 2(b); or
(b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) The payment of parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

14B ADOPTION LEAVE

(1) An employee, who is an adoptive parent of a child who is below the age of two, is subject to sub clause (6), entitled to –
   (a) unpaid adoption leave of at least ten weeks consecutively; or
   (b) the parental leave referred to in clause 14A.

(2) An employee may commence adoption leave on the date –
   (a) that the adoption order is granted; or
   (b) that a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalization of an adoption order in respect of that child, whichever date occurs first.

(3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
   (a) commence adoption leave; and
   (b) return to work after adoption leave

(4) Notification in terms of sub-clause (3) must be given –
   (a) at least one month before the date referred to in sub-clause (2); or
   (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) If an adoption order is made in respect of two adoptive parents, one of the adoptive parents may apply for adoption leave and the other adoptive parent may apply for a parental leave referred to in clause 14A. Provided that the selection of choice must be exercised at the option of the two adoptive parents.

(6) If a competent court orders that a child is placed in the care of two prospective adoptive parents, pending the finalization of an adoption order in respect of that child, one of the prospective adoptive parents may apply for adoption leave and the other prospective adoptive parent may apply for the parental leave referred to in clause 14A: Provided that the selection of choice must be exercised at the option of the two prospective adoptive parents.

(7) The payment of adoption benefits will be determined by the Minster, subject to the provision of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

14C COMMISSIONING PARENTAL LEAVE

(1) An employee, who is a commissioning parent in a surrogate motherhood agreement is, subject to sub-clause (6), entitled to –
   (a) unpaid commissioning parental leave of at least ten weeks consecutively; or
   (b) the parental leave referred to in clause 14A.

(2) An employee may commence commissioning parental leave on the date a child is born as a result of a surrogate motherhood agreement.

(3) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to –
   (a) commence commissioning parental leave; and
   (b) return to work after commissioning parental leave

(4) Notification in terms of sub-clause (3) must be given –
   (a) at least one month before a child is expected to be born as a result of a surrogate motherhood agreement; or
   (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

(5) If a surrogate motherhood agreement has two commissioning parents, one of the commissioning parents may apply for commissioning parental leave and the other commissioning parent may

apply for the parental leave referred to in clause 14A. Provided that the selection of choice must be exercised at the option of the two commissioning parents.

(6) The payment of commissioning parental benefits will be determined by the Minister, subject to the provisions of the Unemployment Insurance Act, 2001 (Act No. 63 of 2001).

15. PROHIBITION OF CHILD LABOUR AND FORCED LABOUR

(1) No person may employ a child –
- (a) who is under 15 years of age; or
- (b) who is under the minimum school leaving age in terms of any law, if this is 15 or older.

(2) No person may employ a child in employment –
- (a) that is inappropriate for a person of that age:
- (b) that places at risk the child's well-being, education, physical or mental health, or spiritual, moral or social development.

(3) An employer must maintain for three years, a record of the name, date of birth and address of every employee under the age of 18 years employed by them.

(4) Subject to the Constitution of the Republic of South Africa, all forced labour is prohibited.

(5) No person may, for his/her own benefit or for the benefit of someone else cause, demand or impose forced labour in contravention of sub-clause 15(4).

(6) A person who employs a child in contravention of sub-clauses 15(1) and 15(2) or engages in any form of forced labour in contravention of sub-clauses 15(4) and 15(5) commits an offence in terms of sections 46 and 48 of the Basic Conditions of Employment Act respectively, read with section 93 of that Act.

16. TERMINATION OF EMPLOYMENT

A. Notice of termination of employment

(1) A contract of employment terminable at the instance of a party to the contract may be terminated only on notice of not less that –
- (a) one week if the employee has been employed for six months or less;
- (b) two weeks if the employee has been employed for more than six months, but not more than one year.
- (c) three weeks, if the employee has been employed for one year or more.

(2) The employer and employee may agree to a longer notice period, but the agreement may not require or permit an employee to give a period of notice longer than that required of the employer.

(3) Notice of termination of contract of employment must be given in writing except when it is given by an illiterate employee.

(4) If an employee who received notice of termination is not able to understand it, the notice must be explained orally by, or on behalf of, the employer to the employee in an official language the employee reasonable understands.

(5) Notice of termination of a contract of employment given by an employer must –
- a. not be given during any period of leave to which the employee is entitled to in terms of this determination.
- b not run concurrently with any period of leave to which the employee is entitled to in terms of this determination, except sick leave.

(6) Nothing in this clause affects the right –

(a) of a dismissed employee to dispute the lawfulness or fairness of the dismissal in terms of Chapter VIII of the Labour Relations Act, 1995, or any other law; and

(b) of an employer or an employee to terminate a contract of employment with or without notice for any cause recognized by law.

B. Payment instead of notice

(1) Instead of giving an employee notice in terms of this clause, an employer may pay the employee the wages the employee would have received, if the employee had worked during the notice period.

(2) If an employee gives notice of termination of employment, and the employer waives any part of the notice, the employer must pay the wages referred to in sub-clause 16(1), unless the employer and the employee agree otherwise.

C. Payments on termination

(1) On termination of employment, an employer must pay an employee all monies due to the employee including -

(a) any remuneration that has not been paid;

(b) any paid time off that the employee is entitled to in terms of clause 9(3) or 9(6) that the employee has not taken;

(c) remuneration calculated in accordance with clause 11(9) for any period of annual leave due in terms of clause 11(1) that the employee has not taken; and

(d) if the employee has been in employment longer than four months, in respect of the employee's annual leave entitlement during an incomplete annual leave cycle as defined in sub-clause 11(1) –

(i) one day's remuneration in respect of every 17 days on which the employee worked or was entitled to be paid; or

(ii) remuneration calculated on any basis that is at least as favourable to the employee as that calculated in terms of subparagraph (i).

D. Severance pay

(1) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay equal to one week's remuneration for each completed year of continuous service with that employer.

(2) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer is not entitled to severance pay in terms of sub-clause 16(2).The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.

(3) If there is a dispute only about the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to the Council.

(4) The Council must attempt to resolve the dispute through conciliation and if the dispute remains unresolved, the employee may refer it to arbitration.

17. CERTIFICATE OF SERVICE

(1) On termination of employment, an employee is entitled to a certificate of service stating –

(a) the employee's full name;
(b) the name and address of the employer;
(c) the date of commencement and date of termination of employment;
(d) the title of the job or brief description of the work for which the employee was employed at the date of termination;
(e) any relevant training received by the employee;
(f) the pay at date of termination; and
(g) if the employee so requests, the reason for termination of employment.

18. RECORDS TO BE MAINTAINED

(1) Every employer must keep a register in the form set out in Annexure D for all employees working for that employer. The register must be kept on the premises where the employee works.

(2) An employer will keep a register in the form specified in Annexure B that must be signed by a commission worker when he starts and finishes work on each day that he is employed.

(3) A schedule such as that set out in Annexure G will be posted by the employer not less than seven days before the employee starts his/her weekly shifts and or commences work in a place easily accessible to the employees giving particulars of the daily shifts to be worked by the employees.

(4) A record in terms of this clause must be kept by the employer for a period of three years from the date of the last entry in the record.

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES

(1) Every employer must within thirty days of falling within the registered scope of the Council register with the Council by submitting an application in the form of Annexure C.

(2) An employer must notify the council within thirty days of –

(a) any change in the particulars of the employer;
(b) sequestration of the employer's estate;
(c) liquidation of the company;
(d) change of ownership; or
(e) cessation of business activity.

(3) The council must, by the 7th of any month furnish –

(a) the employers' organisations, with details of employers registered with the Council in the preceding month.
(b) the trade unions, with a list of employees eligible for membership or who have deregistered as members.

20. PAYMENT OF CONTRIBUTIONS TO BENEFIT FUNDS

(1) For the purposes of this clause, a benefit fund is a pension, provident, retirement, medical aid or similar fund.

(2) An employer that deducts from an employee's remuneration any amount for payment to a benefit fund must pay the amount to the fund within seven days of the deduction being made.

(3) Any contribution that an employer is required to make to a benefit fund on behalf of an employee, that is not deducted from the employee's remuneration, must be paid to the fund within seven days of the end of the period in respect of which the payment is made.

(4) This section does not affect any obligation on an employer in terms of the rules of a benefit fund to make any payment within a shorter period than that required in sub-clause (2) or (3) of this clause.

21. INCOME AND EXPENSES OF THE COUNCIL

(1) (a) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each employee, R6.50 per month until the 31/05/2026 and thereafter R7.00 per month in the case of all employees who have worked in that month: Provided that, for the purposes of this paragraph, an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided in this Agreement.

(b) For the purpose of meeting the expenses of the Council for its dispute resolution function, every employer shall deduct from the wages of each employee R4.50 per month until the 30/05/2026 and thereafter R5.00 per month in the case of all employees who have worked in that month: Provided that, for the purposes of this paragraph, an employee shall be deemed to have worked during any period in which he is absent from work on paid leave or sick leave as provided in this Agreement. A separate account shall be kept by the Council for this fund.

(2) Every employer shall contribute to the funds of the Council –

(a) an amount equal to that deducted from the employees as prescribed in sub-clause (1) (a) and (b)

(b) an amount of R30.00 in respect of each establishment each month, or part thereof, during which deductions were made or were required to be made in terms of sub-clause (1), which shall be contributed by the employer himself.

(3) The total amounts deducted, or required to be deducted, in terms of sub-clause (1), from the wages of employees, together with the amounts required to be contributed by the employer in terms of sub-clause (2), shall be paid into the Council's banking account (Standard Bank, Account No: 000317918 Branch code: 000205) by not later than the 15th day of the month succeeding that month during which the deductions and contributions were made or were required to be made.

(4) A proof of payment together with a completed statement in the form of "Annexure F" showing the number of employees from whom the deductions were made or were required to be made shall be forwarded monthly by the employer to the Council by not later than the 15th day of each month succeeding that month during which the deductions were made.

(5) Notwithstanding anything to the contrary contained in this Agreement, the Council shall be entitled to a 5% collection fee on all funds administered by the Council or collected on behalf of any third party or fund, which said amounts shall accrue to the general funds of the Council. The Council, in its sole discretion, may waive the right to such entitlement.

21A. DEFAULT PAYMENTS

(1) If any payment made by an employer to discharge his obligation in terms of this agreement, is not met, the Council will impose an administration fee of R100.00 or 10% of the amount whichever is greater, to be payable by the employer on demand.

(2) Should the council institute legal action for the recovery of any moneys due to it or to an employee or employer, then the debtor will be liable for all costs of the Council on an attorney and client scale on scale c of the magistrate's court tariff.

(3) Any party who fails to claim moneys recovered by the council on his behalf in terms of this agreement within thirty-six months will forfeit the moneys to the Council.

(4) Members and officials of the Council are indemnified against all losses, charges, costs, damages and other expenses and liability they may incur or be put to concerning the bona fide execution of their duties as members and officials of the Council.

21(B) FUNERAL BENEFITS

(1) Membership of the Hospitality Group Funeral Insurance Scheme. as underwritten by Metropolitan Life Limited with Registration No. 1949/032491/06 as per policy number 4151686104 is compulsory for all employees under the age of 65 (sixty-five years) who are employed in the Scope and Sector of the Council.

(2) For the purpose of providing employees with Funeral Benefits, every employer shall, in respect of each month, deduct R12.50 from the wages payable to each employee and add to such a deduction an amount of R12.50. Provided that, for the purpose of this paragraph, an employee shall be deemed to have worked during any period in which an employee is absent from work on leave, sick leave or maternity leave as provided in this Agreement. Provided further, that the monthly contributions by the employer as well as employee's deductions must be paid during the months that the employee is absent from work.

(3) Every employer shall ensure that the amounts referred to in sub-clause (2) are paid monthly in advance by debit order or by electronic transfer to: Extra Dimension 1184 cc Reg. no. 2007/000667/23, Standard Bank, Braamfontein Branch, code 004805, Account Number: 000462136.

(4) A completed statement in the form of Annexure I showing the number of employees from whom deductions and contributions were made, or should have been made, their names and ID Numbers, shall be emailed to funeral@tshepong.co.za or faxed to (011) 672 5803 / 086 636 9333 not later than the 15th day of the month succeeding that during which the deductions and contributions were made.

21(C) PROVIDENT FUND

(1) Membership of the Momentum "Funds At Work Umbrella Provident Fund" with Registration No's 12/08/32083/1, SARS 18/20/No 36990 is compulsory for all employees other than casual employees who are employed within the Scope and Sector of the Council and who have not reached the age of sixty five (65) years.

(2) For the purpose of providing employees with Provident Fund Benefits, every employer shall in respect of each month deduct 5% from the wages payable to each employee and add to such deduction an equal amount of 5%.Every employer shall ensure that the employee's deductions as well as the employee's contributions as referred to in sub-clause 2 are paid to the Momentum administrator electronically by no later than the 7th day of the month succeeding that month during which the deductions and contributions were made.

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(3) Every employer shall submit the participating employee's membership particulars to the administrator in prescribed electronic format and in such detail as required in terms of the Provident Fund Rules and Regulations and this Agreement by no later than the 25th of each month.

(4) Every employer within the scope and sector of the Council must complete an application in the form of "Annexure (1A)" for participation to the "Funds at Work Umbrella Provident Fund" and email the applications to the following email address: provident@tshepong.co.za.

22. MEMBERSHIP OF EMPLOYERS' ORGANISATIONS AND TRADE UNIONS AS DEFINED IN THE PREAMBLE TO THIS AGREEMENT, AND INCIDENTAL MATTERS

(1) Every employer, after prior arrangement with him, shall give reasonable facilities to the duly authorized trade union officials as defined in the preamble to this Agreement, to enter his establishment at off-peak periods for the purposes of –

(a) interviewing on trade union matters;

(b) enrolling new members;

(c) distributing documents issued by the trade union.

(2) (a) Every employer shall, for the benefit of the employers' organisation, as defined in the preamble to this Agreement, forward to the Secretary of the Council the subscription and/or levy payable by him to the said organisation in terms of that organisation's constitution, by not later than the 15th day of the month following that in which such subscription and/or levy fell due.

(b) Where an employee requests his employer in writing to deduct trade union subscriptions, the employer shall forward such amounts to the Secretary of the Council not later than the 15th of the following month of the amount so deducted. *Provided* that the employer may retain as a collection fee an amount not exceeding five percent of the amount so deducted.

(3) **Trade union representatives to the Council:** Every employer shall give to an employee who is a representative on the Council every reasonable facility to attend to his/her duties in connection with the work of the Council.

(4) The subscriptions and fees payable in terms of sub-clause (2) of this clause shall be included with the other amounts to be remitted together with Annexure "F" to this Agreement.

23. ADMINISTRATION OF AGREEMENT, AGENTS AND DESIGNATED AGENTS

(1) The Council is responsible for the administration, promoting, monitoring and enforcement of this Agreement.

(2) The Council may issue guidelines or instructions to employers and employees regarding the implementation of this Agreement.

(3) The Council may request the Minister in terms of Section 33(1) of the Act to appoint a person as a designated agent.

(4) The Council shall appoint one or more specified persons as designated agents to assist in giving effect to the terms of this agreement:

(1) A designated agent of the Council shall promote, monitor and enforce compliance with this agreement.

(2) A designated agent may:

(a) secure compliance with the Council's collective agreement by:

(i) publicizing the contents of the agreement;
(ii) conducting inspections:
(iii) investigating complaints; or
(iv) any other means the Council may adopt; and

(b) perform any other functions that are conferred or imposed on the designated agent by the Council; and

(c) a designated agent of the Council has all the powers as set out in schedule 10 of the Labour Relations Act:

(d) issue a compliance order requiring any person to comply with the collective agreement within 21 days of the date of the compliance order;

(e) a compliance order may be made an arbitration award: Provided that the parties have been given fourteen (14) days' notice that application will be made to have the compliance order made an arbitration award.

23A POWERS OF DESIGNATED AGENTS

(1) A designated agent may without warrant or notice at any reasonable time enter any workplace or any other place where an employer carries on business or keeps employment records, that is not a home, in order to enforce compliance with a collective agreement concluded in the Council.

(2) A designated agent may only enter a home or any place other than a place referred to in sub-clause (1) of this clause
(a) with the consent of the owner or occupier; or
(b) if authorized to do so by the Labour Court in terms of sub-clause (3) of this clause.

(3) The Labour Court may issue authorization contemplated in sub-clause (2)(b) of this clause only on written application by a designated agent who states under oath the reasons for the need to enter a place, in order to monitor or enforce compliance with a collective agreement concluded in the Council.

(4) If it is practicable to do so, the employer and a trade union representative must be notified that the designated agent is present at a workplace and the reason for the designated agent's presence.

(5) In order to monitor or enforce compliance with the collective agreement a designated agent may –
(a) require a person to disclose, either orally or in writing, and either alone or in the presence of witnesses, on a matter to which the collective agreements relates, and require that disclosure to be under oath or affirmation;
(b) inspect and question a person about any record or document to which a collective agreement relates;
(c) copy any record or document referred to in paragraph (b) or remove these to make copies or extracts:
(d) require a person to produce or deliver to a place specified by the designated agent any record or document referred to in paragraph (b) for inspection;
(e) inspect, question a person about, and if necessary remove an article, substance or machinery present at a place referred to in sub-clause (1) and (2) of this clause;
(f) question a person about any work performed; and
(g) perform any other prescribed function necessary for monitoring or enforcing compliance with the collective agreement.

(6) A designated agent may be accompanied by an interpreter and any other person reasonably required assisting in conducting an inspection.

(7) A designated agent must –

(a) produce on request a copy of the authorization referred to in sub-clause (3) of this clause;

(b) provide a receipt for any record or document removed in terms of sub-clause (5) of this clause and

(c) return any removed record, document or item within a reasonable time.

(8) Any person who is questioned by a designated agent in terms of sub-clause (5) of this clause must answer all questions lawfully put to that person truthfully and to the best of that person's ability.

(9) An answer by any person to a question by a designated agent in terms of this clause may not be used against that person in any criminal proceedings, except proceedings in respect of a charge of perjury or making a false statement.

(10) Every employer and each employee must provide any facility and assistance at a workplace that is reasonably required by a designated agent to effectively perform the designated agent's functions.

(11) The Council may apply to the Labour Court for an appropriate order against any person who –

(a) Refuses or fails to answer all questions lawfully put to that person truthfully and to the best of that person's ability.

(b) Refuses or fails to comply with any requirement of the designated agent in terms of this clause; or

(c) Hinders the designated agent in the performance of the agent's functions in terms of this clause.

(12) For the purpose of this clause, a collective agreement is deemed to include any basic condition of employment which constitutes a term of a contract of employment in terms of section 49(1) of the Basic Conditions of Employment Act, 1997.

It is an offence to –

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

(b) present or submit a false or forged document;

(c) pretend to be a designated agent of this Council performing a function in terms of this Agreement;

(d) refuse or fail to answer fully any lawful question put by an agent, designated agent or other person in the performance of his duties in terms of this Agreement;

(e) refuse or fail to comply with any lawful request or lawful order by a designated agent or person in the performance of his duties in terms of this Agreement;

(f) hinder or obstruct a designated agent or any other person performing a function in terms of this Agreement. Upon conviction of any of the offences mentioned in sub clause 12 above, a penalty similar to that prescribed in section 92 and 93 of the Basic Conditions of Employment Act, No 75 of 1997, as amended, may be imposed.

24. DISPLAY OF AGREEMENT

(1) The parties agree that the English version of this agreement shall determine the meaning and intention of the parties and be made available by the Council for inspection by any person at the Council's office between 09H00 and 15H00 on any working day.

(2) The employer must display a copy of this Agreement in a prominent place in the workplace and make it available to an employee on demand.

25. RIGHTS AND OBLIGATION OF THE TRADE UNION

(1) **Access**

(a) A trade union may, at a mutually convenient time and place, meet with the employer to discuss matters pertaining to this Agreement or any related matters.

(b) Each party will inform the other in writing of the names and status of their respective representatives.

(c) No more than two trade union officials may have access to a workplace for the purpose of meeting with the trade union representatives or their members at a time agreed with the employer but not more than once in any calendar month.

(d) The employer will specify the area in the workplace where the meeting can be held.

(e) The activities of the trade unions in the workplace will not interfere with the employer's operations and productivity with the employer having the right to vary or withdraw the access by written notice to the trade union should the interference persist.

(2) Trade union subscriptions

(a) The employer must deduct the trade union subscriptions from the wages of the employee and remit the full amount to the Union provided that –

(i) the employee is employed in the sector;

(ii) the trade union has satisfied the employer that the employee is a bona fide member of the trade union;

(iii) the trade union has lodged with the employer a stop order form.

(b) The employer may retain as a collection fee of no more than 5% of the trade union subscription deducted.

(c) The employer will not be responsible for the collection of any subscriptions that may be in arrears.

(d) The employer will submit a monthly statement to the trade union stating the names of the members in respect of whom deductions have been made, the amount and cancellations, if any.

(e) An employee may, on one month's written notice to the trade union and to the employer, cancel the stop order facility in favour of the trade union.

(3) Trade union representatives

(a) A trade union representative may assist and represent trade union members in any grievance or disciplinary hearings.

(b) A trade union representative will consult with the employer for the purposes of promoting co-operation and understanding and preventing grievances and disputes.

(c) The trade union representatives will consult with the trade union members only during breaks and not delay work operations.

(d) A trade union representative must observe the terms and conditions of employment and be subject to the same performance and disciplinary standards as other employees.

(e) The employer may, by prior arrangement, allow a trade union representative the reasonable use of photocopying, facsimile and e-mail facilities for trade union activities, but under the supervision of the employer.

(4) Election of trade union representatives

(a) Trade union representatives and their alternates will be elected by the trade union members in good standing on an ordinary work day.
(b) The election date and procedural details for the election will be agreed with the employer not less than seven days before the election.
(c) The election will not disrupt the normal working operations.
(d) The election will be by secret ballot.
(e) A trade union representative will occupy office as per Union's Constitution.
(f) The number of trade union representatives in respect of each place where the employer conducts his business will be as follows:

NUMBER OF TRADE UNION MEMBERS	NUMBER OF SHOP STEWARDS
10	One
10 – 50	Two
50 – 299	Two for the first 50 plus one for each additional 50 up to a maximum of seven
300 – 600	Seven for the first 300 plus one for every 100 additional members up to a maximum of 10

g) Only trade union members with fully paid-up membership or not being investigated, charged or found guilty of any misdemeanor and with one year of continuous service with the employer, may nominate or accept nomination for the position of a trade union representative.
h) A trade union representative or an alternate must resign from office if-
(i) he ceases to be employed by the employer;
(ii) he ceases to be a member of the trade union;
(iii) at the written request of the majority of employees in the workplace.

(5) Leave for trade union activities

(a) A trade union representative is entitled to four days paid and four days unpaid leave to attend training or any other formal activity related to his position as a trade union representative.
(b) This leave may not be taken over any period that includes a Friday, Saturday, Sunday or a public holiday.
(c) A request for such leave must be made on not less than seven days' written notice together with a letter from the trade union stating the nature and purpose of such leave.

(6) Peace obligation

(a) The parties agree not to embark or participate in any form of industrial action as a result of any dispute on any wage or their conditions of employment provided that the employer has implemented the terms of the agreement.

(7) Internal dispute resolution procedures

a) A party declaring the dispute must furnish written particulars of the dispute to the other party giving details of the nature of the dispute and the proposed terms of settlement.

b) The other party must within five working days of receipt of the notice, inform the aggrieved party in writing of its response together with its proposal for settlement.

c) A meeting of the parties will be convened within five working days of receipt by the aggrieved party of the other party's response.

d) If agreement is not reached at the meeting, the parties may consider alternative processes such as conciliation or arbitration.

e) If the dispute still remains unresolved the parties may refer it to the Council or the Commission for Conciliation, Mediation and Arbitration.

(8) Industrial action

(a) Industrial action means lock-outs and strikes as defined in the Act and includes go-slows, pickets, overtime bans, work-to-rule and product boycotts.

(b) No party may embark on or participate in industrial action until the procedures prescribed by this Agreement or the Labour Relations Act have been complied with. (see Code of Good Practice: Collective Bargaining Industrial Action and Picketing).

(9) Industrial action rules

(a) Employees on industrial action will not interfere with the employer's customers or suppliers, other employees not participating in the industrial action, members of the public or disrupt the employer's operations.

(b) The employees on industrial action will not be within twenty meters of any entrance to or access from the employer's premises.

(10) Picketing

(a) A trade union may authorize a picket by its members for the purpose of peacefully demonstrating in support of a protected strike or in opposition to a lock-out.

(b) The picket may be held in any place to which the public has access but outside the premises of the employer or with the permission of the employer, inside the employer's premises.

(c) The Commission for Conciliation, Mediation and Arbitration may at the request of the trade union or the employer establish picketing rules.

(11) Replacement labour

(a) The employer may utilize replacement labour except where the employer has implemented a lock-out.

(12) Severance pay

(a) Where an employee is dismissed for reasons based on the employer's operational requirements, the employee will be entitled to one week's severance pay for each completed year of continuous service with that employer;
(b) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay;
(c) For the purpose of determining the length of an employee's employment with an employer, previous employment with the same employer must be taken into account if the break between the periods of employment is less than one year.
(d) If there is a dispute only about the entitlement to severance pay in terms of this clause, the employee may refer the dispute in writing to the Council for con-arb proceedings.

26. THE CODE OF GOOD PRACTICE

See Schedule 8 of the Labour Relations Act of 1995.

27. FREEDOM OF ASSOCIATION

Section 4 of the Labour Relations Act, 1995, shall apply to all employees. Employees may join a trade union (subject to its constitution) and to partake in its lawful activities. Section 6 of the Labour Relations Act, 1995, shall apply to all employers. Employers may join an employer organisation (subject to its constitution) and participate in its lawful activities.

28. DISPUTE RESOLUTION FUNCTION OF THE COUNCIL

No industrial action or lock-out shall be taken by an employee(s), trade unions(s), employer's organisation(s) pending the exhaustion of the relevant procedures of this Agreement and the Labour Relations Act, 1995 (See Code of Good Practice Collective Bargaining, Industrial Action and Picketing).

28A. DISPUTES PERTAINING TO CONTRAVENTION OF THE AGREEMENT

(1) Disputes pertaining to contraventions of the Agreement must be done in the form of a sworn statement, setting out all the material fact(s) that form the basis of the complaint.
(2) On receipt of the complaint the Council shall within 14 days appoint a designated agent or official to investigate the dispute and/or may request further information, facts or data from either the employee or the employer.
(3) The designated agent or official shall within 14 days of his appointment submit a written report to the Secretary on his investigation and the steps he had taken to ensure compliance with the Agreement and the recommendation for the finalization of the complaint.
(4) The designated agent or Official may endeavor to secure a written undertaking by the employer to comply with the contravention(s) of the Agreement and obtain an agreement between the employer and employee as to any amount owed to the employee in terms of the Collective Agreement.
(5) If an employer fails to comply with a written undertaking given by the employer in terms of this clause, the Secretary may apply to the CCMA to make the undertaking an arbitration award.
(6) Should the complaint not be settled, the complainant may request the Council to convene arbitration proceeding(s) within 30 days of being served with the outcome of the investigation
(7) The referral for arbitration shall be served on the employer by the employee and the referral together with proof of service must be served on the Council.
(8) If the complainant shows good cause at any time, the Council may permit the complainant to refer

the complaint after the 30 – day limit has expired.

(9) The Council must give the parties at least 14 days' notice in writing that the complaint has been scheduled for arbitration.

(10) If a party fails to appear or be represented at the scheduled hearing, the commissioner must proceed with the arbitration on the date specified in the notice.

(11) In arbitration proceedings, a party to the complaint may appear in person or be represented only by:(a) a director or employee of that party: or (b) any member, office bearer or official of that party's registered trade union or registered employer's organisation.

(12) An arbitrator conducting an arbitration in terms of this clause has all the powers of a commissioner as set out in the Act.

(13) An arbitrator may, make an appropriate award including:

(a) ordering any person to pay any amount owing in terms of this agreement provided that any claim pertaining to clause 5,6.7.9.10. 11. 12, 13 and 16, shall not exceed the period of 12 months, from the date the complaint has been lodged at the council;

(b) charging a party an arbitration fee:

(c) ordering a party to pay the costs of the arbitration; any award contemplated in section 138(9) of the Act. Impose a fine as determined by the Minister from time to time.

(14) An award in terms of this clause in final and binding and may be enforced in terms of section 143 of the Act, when the following has been adhered to:

(a) The award was conducted under the auspices of the Council.

(b) A copy of the award was served on the respondent.

(c) Unless it is an advisory arbitration award.

(15) The Council may be agreement between the parties or on application by any party may make a written settlement agreement which is duly signed by both parties in respect of any complaint referred to the Council, an arbitration award.

(16) The maximum fines that may be imposed by an arbitrator acting in terms of this clause shall not exceed the amounts as determined by the Minister of Employment and Labour from time to time.

28A(A) DISPUTES ABOUT THE INTERPRETRATION OR APPLICATION OF THE COLLECTIVE AGREEMENT

Any dispute about the interpretation or application of this Agreement shall be referred to the Council and shall be resolved as follows: -

(1) The Council shall attempt to resolve the dispute through conciliation using a suitably qualified conciliator. Within fourteen (14) days of such referral, the Council shall convey the outcome of such conciliation to the disputants, or state that the dispute remains unresolved;

(2) If the Council fails to resolve the dispute or if any party is aggrieved by the outcome of the conciliation referred to in paragraph (1), it may within fourteen (14) days of the decision request Council that the dispute be referred to arbitration;

(3) Should the dispute be referred to arbitration, the Council shall refer the dispute to the CCMA for the purpose of such arbitration. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, in terms of section 138 of the Act. The arbitrator's decision shall be final and binding.

28B. DISPUTES PERTAINING TO INCOME AND EXPENSES OF THE COUNCIL AND CONTRIBUTIONS TO FUNDS

(1) Should an employer in tenns of this agreement fail to comply with any provisions of clause 19, 21,21A, 21B and 21C of the Agreement, the Council shall serve a compliance order on that employer.

(2) If the employer fails to comply with the compliance order, an application will be made to have the compliance order made an award or the council shall set the matter down for arbitration.

(3) The notice contemplated in 28B (2) of this clause shall be served on the employer not less than 14 days before the scheduled arbitration or the application to have the compliance order made an award.

(4) The procedures prescribed in clauses 28A (8) to 28A (16) of this Agreement shall apply to proceedings conducted under this clause.

(5) In addition, the arbitrator may impose a fine for failure to comply with clause 21, 21A, 21B, and 21C of this Agreement.

(6) Any person upon whom a fine has been imposed in terms of this clause, files an application to review and set aside an award in terms of 28B (5), any objection to pay a fine is suspended pending the outcome of the application.

(7) The maximum fines that may be imposed by an arbitrator acting in terms of this clause shall not exceed the amounts as determined by the Minister from time to time.

28C. RULES FOR THE CONDUCT OF PROCEEDINGS BEFORE THE BARGAINING COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES

Rules for the conduct of proceedings before the Council pertaining to the disputes in the Labour Relations Act, No 66 of 1995 as amended shall be the same as that of the Commission for Conciliation, Mediation and Arbitration as amended and, published in the Government Gazette read with the changes to the context as required. Provided that any reference in the rules to:

(a) "Commission" must be read as a reference to the Council;

(b) "Commissioner" must be read as a reference to a conciliator or arbitrator appointed by the Council;

(c) "Director" must be read as a reference to the Secretary of the Council or any person appointed by the Council to assist and or perform the duties of the Council's Secretary.

29. EXEMPTIONS

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

(b) Any party or non-party may lodge an appeal to the Independent Appeals Board – established by the Council in terms of section 32 of the Act – against the decision(s) taken by the Exemption Committee, or the withdrawal of such, an exemption. **Provided that:** no representative, office-bearer, or official of a trade union or employers' organisation party to the Council may be a member of the Independent Appeal board or participate in the deliberations of the Independent Appeal Board.

(2) All applications for exemption or appeals shall be in writing (on an application form as provided by the Council) and shall be addressed to the Secretary of the Council for consideration by the Exemptions Committee or the Independent Appeal Board (as the case may be) appointed by the Council.

(3) All applications for exemption or appeals shall be fully motivated and substantiated, and such application or appeal shall include the following details:

(a) the period for which the exemption is required;

(b) the Agreement, clause(s) or sub-clause(s) of the Agreement from which exemption is required;

(c) proof that the exemption applied for, has been discussed with the employer, the employee(s) and their respective representatives. The responses resulting from such consultation(s), either in support of or against the application, are to be included with the application.

(4) The Secretary of the Council shall provide the Exemptions Committee or the Independent Appeal Board (as the case may be) with the details of all the applications for exemption.

(5) The Exemptions Committee or the Independent Appeals Board (as the case may be) shall consider and decide on all written applications no later than thirty (30) days from the date the Council received the application or appeal, and, if deemed expedient request the applicant(s) or objector(s) to attend the meeting at which the application or appeal is considered, to facilitate the deliberations.

(5) A The Exemption Committee or the Independent Appeals Board may grant an exemption –
(a) only from the date of the application for the exemption and specifying the period for which is granted, which may not be more than 12 months.

(6) Once the Exemptions Committee or the Independent Appeals Board has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.

(7) When the Exemptions Committee or the Independent Appeals Board has decided against granting an exemption requested, it shall advise the applicant(s) within 14 days of the date of such decision and shall provide the reason(s) for not granting an exemption.

(8) **Exemption Criteria:** The Exemptions Committee and the Independent Appeals Board shall consider all applicants for exemption with reference to the following criteria:
(a) the written and verbal substantiation provided by the applicant;
(b) the extent of consultation with and the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
(c) the scope of the exemption required;
(d) the infringement of basic conditions of employment rights;
(e) the fact that a competitive advantage is not created by the exemption;
(f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost of the employee, transferability, administration management and cost, growth and stability;
(g) the extent to which the proposed exemption undermines collective bargaining fair competition and labour peace in the Fast Food, Restaurant, Catering and Allied Trades.
(h) any existing special economic or other circumstances which warrant the granting of the exemption;
(i) cognisance of the recommendation contained in the *Report of the Presidential Commission to investigate Labour Market Policy.*

(9) Non-party applications for exemption or appeals against the decision of the Exemption Committee must be dealt with, within thirty (30) days from the date the Council received the application or appeal as the case may be.

30. ULTRA VIRES

Should any provisions of this Agreement be declared *ultra vires* by any competent Court of law, the remaining provisions shall be regarded to be the Collective Agreement and shall remain in operation for the duration of this Agreement.

31. INQUIRY BY AN ARBITRATOR

(1) An employer party to the Council may, in terms of this Collective Agreement, request the Council to appoint an arbitrator to conduct an inquiry into allegations about an employee's conduct or capacity: Provided that the employee has been advised of the allegations regarding his/her conduct or capacity.

(2) The request must be in the Council's prescribed form.

(3) Within 3 days of receiving a request in terms of sub-clause (1) and a copy of the notice advising the employee of the allegations referred to in sub-clause (1), the Council must appoint an arbitrator and must notify the parties to the inquiry of when and where the inquiry will be held.

(4) Unless the parties agree otherwise the Council must give the parties at least seven days' notice prior to the commencement date of the inquiry.

(5) An inquiry by an arbitrator for parties to the Council shall not require payment of the prescribed fee provided the inquiry takes place at the premises of the Council. Should the inquiry take place at the premises of the Employer, the Employer shall bear the costs of the Arbitrator.

(6) In any inquiry in terms of this clause a party to the dispute may appear in person or be represented only by –
- (a) a co – employee;
- (b) a director or employee, if the party is a juristic person;
- (c) an office-bearer or official of that party's registered trade union or registered employer's organisation; or
- (d) a legal practitioner on agreement between the parties if permitted by the arbitrator in accordance with the rules regulating representation at an arbitration before the Council.

(7) Section 138 of the LRA read with the changes required by the context, applies to any arbitration in terms of this clause.

(8) An arbitrator appointed in terms of this clause has all the powers conferred on a commissioner by section 142 (1) (a) to (e) (2) and (7) to (9) of the LRA read with the changes required by the context, and any reference in that section to the director for the purpose of this clause, must be read as a refence to: -
- (a) the Secretary of the Council, if the inquiry is held under the auspices of the Council;
- (b) the Director of the accredited agency, if the inquiry is held under the auspices of an accredited agency.

(9) The ruling of the arbitrator in an inquiry has the same status as an arbitration award and the provisions of section 143 to 146 of the LRA apply with the changes required by the context to any ruling made by an arbitrator in terms of this clause.

(10) An arbitrator conducting any inquiry in terms of this clause must, in the light of the evidence presented and by reference to the criteria of fairness in the LRA rule as to what action, if any, may be taken against the employee.

(11) The Council may only appoint an arbitrator to conduct an inquiry in terms of this clause in respect of which the employer or the employee is not a party to the Council, if the Council has been accredited for arbitration by the Commission and with the consent of the employee.
- (a) An employee may only consent to an inquiry in terms of sub-clause (10) after the employee has been advised of the allegation referred to in sub-clause (1).
- (b) The request must be in the Council's prescribed form.
- (c) The Council must appoint an arbitrator on receipt of:
  - (i) Payment by the employer of the prescribed arbitration fee:
  - (ii) The employee's written consent to the inquiry;
  - (iii) A copy of the notice advising the employee of the allegations referred in sub clause (1).

(12) The holding of an inquiry by an arbitrator in terms of this clause and the suspension of an employee on full pay pending the outcome of such an inquiry do not constitute an occupational detriment, as contemplated in the Protected Disclosures Act, 200 (Act No. 26 of 2000).

32. INDEPENDENT APPEAL BOARD

(1) The Council in terms of section 32 of the Labour Relations Act, 66 of 1995, hereby establishes an Independent Appeal Board to hear and decide, as soon as possible any appeal brought against –
- (a) the Council's refusal of a party's application for exemption from the provisions of this agreement.
- (b) the withdrawal of such an exemption by the Council.

(2) The Independent Appeal Board will comprise of three persons appointed by the Executive Committee with two persons forming a quorum.

(3) The appellant must set out the grounds of appeal in full, traversing both the disputes of fact and

questions of law.

(4) The Council may elect to oppose the appeal in which event it must file opposing papers.

(5) Oral arguments may be permitted by the Independent Appeal Board.

(6) The Council may be represented by an official while the other party may be represented by its Director, member or employee or an official from a registered trade union or registered employers' organisation.

33. CODE OF CONDUCT OF COMMISSIONERS

1. The purpose of this code is to:

1.1 Assist in maintaining the good repute of the process regarding disputes and in particular the office of the Council.

1.2 Provide guidance to all commissioners on matters of professional conduct and practice generally.

2. GENERAL ATTRIBUTES OF COMMISSIONER(S)

2. In order for all dispute processes to be seen to be fair, just and gain confidence of the public, Commissioners shall:

2.1 Act with honesty, impartiality, due diligence and independent of any outside pressure in the discharge of their Bargaining functions;

2.2 Conduct themselves in a manner that is fair to all parties and shall not be swayed by fear of criticism or by self-interest;

2.3 Not solicit appointment for themselves. This shall not however preclude commissioners from indicating a willingness to serve in any capacity;

2.4 Accept appointment only if they believe that they are available to conduct the process promptly and are competent to undertake the assignment;

2.5 Avoid entering into any financial, business or social relationship which is likely to affect their impartially or which might reasonably create a perception or partiality or bias;

2.6 Not influence Council officials or employees by improper means, including gifts or other inducements.

3. CONFLICT OF INTEREST AND DISCLOSURE

3.1 Commissioners should disclose any interest or relationship that is likely to affect their impartiality or which might create a perception of partiality. The duty to disclose rests on the Commissioner.

3.2 Commissioners appointed to intervene in any matter should before accepting disclose:

(a) any direct or indirect financial or personal interest in the matter;

(b) any existing or part financial, business, professional, family or social relationship which is likely to; affect impartiality or may lead to a reasonable perception of partiality or bias;

(c) if the circumstances requiring disclosure are unknown to commissioners prior to accepting appointments, disclosure must be made when such circumstances become known to the Commissioners. The disclosure in this regard could in arbitration proceedings, include witnesses who may have a relationship with the Commissioner;

(d) after appropriate disclosure Commissioners may serve if both parties so desire but should withdraw if they believe that a conflict of interest exists irrespective of the view expressed by the parties;

(e) in the event where there is no consensus on whether Commissioners should withdraw or not, Commissioners should not withdraw if the following circumstances exist;

(i) if the terms of reference provide for a procedure to be followed for determining challenges to the Commissioners then those procedures should be followed;

(ii) if Commissioners after carefully considering the matter, determine that the reason for the challenge is not substantial and that they can nevertheless act impartially and fairly, and that the withdrawal would cause unfair delay or would be contrary to the ends of justice.

4. HEARING CONDUCT

4.1 Commissioners should conduct proceedings fairly, diligently and in an even handed manner.

4.2 Commissioners should have no casual contact with any of the parties or their representatives while handling a matter without the presence or consent of the other.

4.3 Commissioners should be patient and courteous to the parties and their representatives or witnesses and should encourage similar behaviour by all parties participating in the proceedings.

4.4 A Commissioner must be satisfied before proceeding *ex parte* that a party refusing or failing to attend the hearing has been given adequate notice of the time, place and purpose of the hearing.

5. CONFIDENTIALITY

5.1 Information disclosed to Commissioners in confidence by a party during the course of conciliation, should be kept by Commissioners in the strictest confidence and should not be disclosed to the other party or to third parties unless authority is obtained of such disclosure.

6. JURISDICTION

A direct settlement by the parties of some or all issues in a case, at any stage of the proceedings, must be accepted by Commissioners as relieving him or her of further jurisdiction in respect of such issues.

7. AVOIDANCE OF DELAYS

7.1 Commissioners have the duty to plan their work schedules in a manner that ensures that commitments to the Council are fulfilled timeously.

7.2 Commissioners should co-operate with the parties and the Council to avoid delays.

8. COMPETENCY

8.1 Commissioners should decline appointment, withdraw or request technical assistance when they decide that a matter is beyond their competence.

8.2 Commissioners should understand the issues which form part of the dispute before endeavouring to assist the parties with the settlement of that dispute. In this regard, commissioners should spend time at the beginning of the proceedings to make sure that they understand the positions, the needs and expectations of the parties.

9. BASIS OF CONCILIATION PROCEEDINGS

9.1 Commissioners acting as conciliators should determine at the commencement of a matter whether the proceedings will take place on a "without prejudice" basis and should secure the agreement of the parties in this regard.

10. DISCIPLINARY PROCEDURE

10.1 The Council's Executive Committee may conduct a disciplinary enquiry in the event of:-

(a) A Commissioner is alleged to have failed and/or refused to comply with the Council's code of conduct;
   (i) is found to be incapable of performing the duties of a Commissioner;
   (ii) is alleged to have been guilty of serious misconduct;

(b) If found guilty the Council may:
   (i) suspend a Commissioner from acting as a Commissioner;
   (ii) remove him/her from the panel of Commissioners.

Thus signed on this 18th day of FEBRUARY 2026 at Johannesburg.

CHAIRPERSON

DEPUTY CHAIRPERSON

GENERAL SECRETARY

EMPLOYERS' ORGANISATIONS

CATRA

GEO

TRADE UNIONS

FAWU

NOTELICCA

HICRAW

JAWSA

FOSAWU

NUMSA

HICRAWU

SACCAWU

UAWU

ANNEXURE "1"

The Fast Food, Restaurant, Catering and Allied Trades, as defined hereunder in the following areas:

a) The Province of Western Cape

b) The Province of Eastern Cape

c) The Province of Northern Cape

d) The Province of Free State

e) The Province of KwaZulu Natal

f) The Province of North West, excluding the Magisterial District of Brits and Rustenburg

g) The Province of Mpumalanga, excluding the Magisterial District of Witbank

h) The Limpopo Province, excluding the Magisterial District of Warmbaths; and

i) The Magisterial Districts of Heidelberg, Nigel, Vereeniging, Vanderbijlpark, Oberholzer, Meyerton and Carletonville.

"Fast Food, Restaurant, Catering and Allied Industries" means the industries concerned with the Tearoom, Restaurant, Catering, Coffee Shop, Pub, Tavern, Roadhouse, Café, Snack Bar, Fast Food Outlet, Convenience Store, Industrial or Commercial Caterer, Function Caterer, Contract Caterer, Catering and associated activities, without in any way limiting the ordinary meaning of the expression and include(s) the sector or sectors and or establishment(s) in which person(s) carry on the business or in which employers and employees are associated, for the purpose(s) of preparing, baking, providing, supplying, serving, selling, processing, producing meals. These shall include the provision of meals in bulk, edibles and beverages on any premises. Included would be all operations incidental to or in support of the employers' enterprise in relation to any of the above-mentioned activities and would further include:

a) All franchisor(s) where such franchisor or their employee(s) are associated for the activities prescribed above; and

b) The baking of wheaten products which includes pies, snacks, confectionaries and pizzas for sale directly to customers for consumption whether on or off the premises where such products are baked.

Provided further that, for the purpose of this definition, the following business activities are specifically excluded from the ambit thereof:

1) Any casino and hotel industry and all activities that is ancillary and incidental to carrying on the primary

managed and operated solely and exclusively by the hotel or casino, as the case may be, at which these activities are undertaken and such activities must form an integral part of the business and operations of the hotel and casino in question.

2) Any catering facility of whatever nature which is owned, managed or operated by sports and recreation clubs on its own premises and which, in turn, provides food and beverages to its members and patrons from the premises from which its sports and recreation facilities are undertaken.

3) The business conducted by filling and/ or service stations including ancillary activities forming part of the filling station linked to the convenience store environment inclusive of the preparing, serving and selling of food/beverages to customers but excluding activities of separately registered establishments whose sole activities relates to the restaurant, tea room and catering environment.

4) Any outlet which prepares and sells food and beverages and is operated as part of a supermarket undertaking in question and conducted from the premises of such supermarket undertaking".

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BCFFRCAT

Prosperatas Centre
397 Ontdekkers Service Road,
Florida Park, Ext 3, 1799.

P.O. Box 878
Florida Hills, 1716

Fax to Email:
Head Office: 086 458 5841
Secretary: 086 458 5848
Email:
headoffice@bcffrcat.co.za
secretary@bcffrcat.co.za
Website: www.bcffrcat.co.za

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

ANNEXURE "F" STATEMENT

Please note that this form must be submitted to the Secretary by email or fax.

Trading Name: _____ ACC No._____

Street Address: _____

Postal Address: _____ Suburb _____Postal Code: _____

Contact Person: _____Tel No: _____ Fax No: _____

Bookkeeper: _____ Box No: _____ Suburb: _____Postal Code: _____

Contact Person: _____ Tel No: _____ Fax No: _____

Bargaining Council Levies: (Clause 21(2)(b)) in accordance with the Bargaining Council's Collective Agreement. A contribution of R 30.00 per Establishment / Branch per month ____x Establishment at R 30.00 pm	
Levy Due at R 14.00 per Employee per Month ____x Employees at R 14.00 pm (half deducted from the Employees' wages (clause 21 (1) (a)	
Dispute Resolution Levy at R 10.00 per Employee per Month ____ x Employees at R 10.00 pm (half deducted from the employees' wages (clause 21 (1) (b)	
Total Due Monthly to The Bargaining Council by Employer	
Employers Contribution to CATRA, an Employers' Organisation: R50.00 per month (clause 22 (2)(a) Monthly Fee (per establishment) _____ @ R 50.00	
Entrance Fee for New Members @ R 30.00	
Total Due per Month to Employers' Organisation. **Subscription by members of Trade Unions (clause 22(2)(b) Members at _____ Per Month** **(Specify Union Name) _____Total per Month Due to Unions**	
Total Due Per Month	
Period from _____ to _____ _____ x ____ Months Total	
Plus outstanding levies **Total payment due**	
Amount Paid	
Short Payment / Over Payment for: _____	

As per clause 21 (3) the employers must pay all deductions and contributions into the Council's banking account by not later than the 15th day of the month. Banking details: Standard Bank, Account Number: 000317918, Account Type: Current Account, Branch: Johannesburg, Branch Code: 000205. Proof of payment together with a list showing the names and ID numbers of employees from whom the deductions were made must be forward monthly to the Council.

BCFFRCAT is committed to protecting your information and personal details. Accordingly, all information, including your personal information and that of your employees will be used for purposes specifically related to BCFFRCAT constitution and Labour Relations Act; 66 of 1995. I acknowledge that all information supplied to the BCFFRCAT is provided voluntarily.

Owner(s) / Director(s): _____ Date: _____

For Office Use Only: Receipt No: _____ Captured By: _____ Date: _____

Period Paid: _____ 20___ to _____ 20___ Batch No: _____ Account Clerk (Signature and Stamp)

ANNEXURE "I"
(CLAUSE 21B)

To: Hospitality Group Funeral Insurance Scheme
PO Box 2363
Florida Hills
Tel: 011 472 3028
Fax: 011 672 5803
Email: agent1@tshepong.co.za

Date:_____
Acc. No:_____
Policy No: 4151686104

Name of Employer: _____
Trading Name: _____
Street Address: _____
_____Postal Code: _____
Postal Address: _____
_____Postal Code: _____
Telephone Number: _____ Fax No: _____

In Accordance with clause 21B (4) of the Council's Agreement, I hereby furnish the following particulars.

No:	Name of Employees	Surname	I.D. Number	Gender

No. of employees:

_____Monthly contributions per employee: R25.00 Total Due: R_____. The Employer shall deduct the sum of R12.50 from wages of each employee (Clause 21B(2)).