

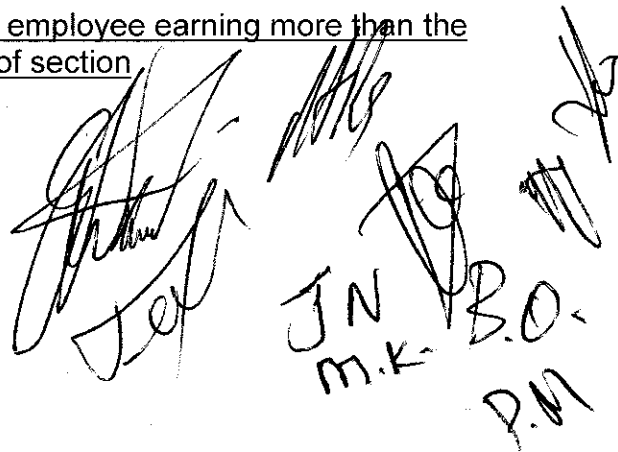
## WAGE NEGOTIATION

At the meeting held on the 18<sup>th</sup> November 2014 between Labour and Catra the parties have concluded the wage negotiations and substantive issues up to the 31<sup>st</sup> May 2018.

- 1) Collective Agreement to be the 31<sup>st</sup> May 2018.
- 2) Wage increases as per "Annexure A".
- 3) Amendments as per "Annexure B".
- 4) Rules for the conduct of proceedings before the Council pertaining to the disputes in the L.R. 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: 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
- 5) **The Collective Agreement is amended by the insertion of a new clause 31**

### Inquiry by arbitrator

- (1) An employer may in accordance with a <sup>the</sup> collective agreement, request a council, an accredited agency or the Commission to appoint an arbitrator to conduct an enquiry into allegations about the conduct or capacity of that employee
- (2) The request must be in the prescribed form
- (3) The council, accredited agency or the Commission must appoint an arbitrator on receipt of the employer's request
- (4) (a) An employee may only consent to an enquiry in terms of this section after the employee has been advised of the allegation referred to in subsection (1)  
  
(b) Despite any other provision in this Act, an employee earning more than the amount determined by the Minister in terms of section

  
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6(3) of the Basic Conditions of Employment Act at the time, may agree in a contract of employment to the holding of an enquiry in terms of this section.

(5) In any enquiry in terms of this section 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 employers' organisation; or

(d) a legal practitioner, on agreement between the parties or if permitted by the arbitrator in accordance with the rules regulating representation at an arbitration before the Commission.

(6) Section 138, read with the changes required by the context, applies to any enquiry in terms of this section.

(7) An arbitrator appointed in terms of this section has all the powers conferred on a commissioner by section 142(1)(a) to (e), (2) and (7) to (9), read with the changes required by the context, and any reference in that section to the director for the purpose of this section, must be read as a reference to –

(a) the secretary of the council, if the enquiry is held under the auspices of the council;

(b) the director of the accredited agency, if the enquiry is held under the auspices of an accredited agency.

(8) The ruling of the arbitrator in an enquiry has the same status as an arbitration award and the provisions of sections 143 to 146 apply with the changes required by the context to any such ruling.

(9) An arbitrator conducting an enquiry in terms of this section must, in the light of the evidence presented and by reference to the criteria of fairness in this Act, rule as to what action, if any, may be taken against the employee.

(10)(a) A private agency may only appoint an arbitrator to conduct an enquiry in terms of this section in respect of which the employer

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or the employee is not a party to the council, if the council has been accredited for arbitration by the Commission.

(b) A council may only appoint an arbitrator to conduct an enquiry in terms of this section in respect of which the employer or the employee is not party to the council, if the council has been accredited for arbitration by the Commission.

(11) Despite subsection (1), if an employee alleges in good faith that the holding of an enquiry contravenes the Protected Disclosures Act, 2000 (Act No. 26 of 2000), that employee or the employer may require that an enquiry be conducted in terms of this section into allegations by the employer into the conduct or capacity of the employee.


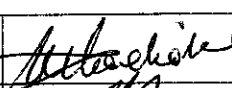



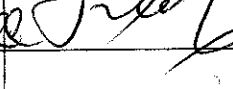
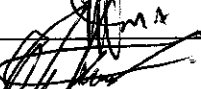
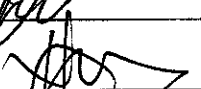
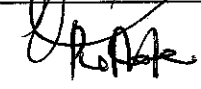

(12) The holding of an enquiry by an arbitrator in terms of this section and the suspension of an employee on full pay pending the outcome of such an enquiry do not constitute an occupational detriment, as contemplated by the Protected Disclosures Act, 2000 (Act No. 26 of 2000)."

- 6) Employers that have not given their employees an increase as at the 1<sup>st</sup> June 2014, shall pay employees that earn below R35000.00 per annum, 8% per month and employees that earn R35000.00 or more per annum shall receive an increase of not less than 5% per month, for the period of June 2014 to the date that the Minister promulgates the Collective Agreement. These amounts will be paid during the first month of coming into operation of this Agreement provided that this sub-clause must not be interpreted to be in addition to that specified in clause 5 (9) (i) (ii). This sub-clause is a once off ex-gratia payment for employees that did not receive an annual increase with effect from 1<sup>st</sup> June 2014.
- 7) The Secretary of the Council to urgently submit the amendments as agreed, to the Department of Labour in order for the Agreement to be extended to non-parties .

Signed by Labour:

Signed by:

UNION:                      NAME:                      SIGNATURE:      EMP ORG:                      NAME:                      SIGNATURE: .

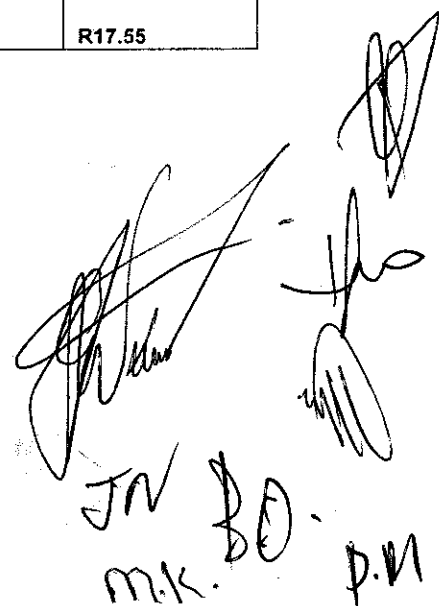
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|----------|-----------|---|-------|----------------|---|
| SACCARDU | Obed      |  | CATRA | J. Michaelides |  |
| FOSAWU   | Joseph    |  | CATRA | M. de la Hina  |  |
| SOWU     | Knowledge |  | CATRA | D. George      |  |
| HOIGUCCA | MARIA     |  |       |                |   |
| LEAWU    | George    |  |       |                |   |
| SAEWA    | Tony      |  |       |                |   |
| FAWU     | Rulanz    |  |       |                |   |

## "ANNEXURE A"

Employees, other than part time, casual, special function and commission worker(s) employed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Randburg, Randfontein, Roodepoort, Springs, Stilfontein and Westonaria.

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

| CATEGORY/CLASS   | Current To 31/5/2015 | From 1/6/2015 To 31/5/2016 | From 1/6/2016 To 31/5/2017 | From 1/6/2017 Thereafter |
|--|----------------------|----------------------------|----------------------------|--------------------------|
|  | H/RATE               | H/RATE                     | H/RATE                     | H/RATE                   |
| CHEF/MANAGER   | R29.53               | R31.30                     | R33.18                     | R35.17                   |
| ASSISTANT MANAGER                                      | R20.72               | R21.97                     | R23.28                     | R24.68                   |
| BARTENDER, CASHIER CLERK<br>SECURITY GUARD, SUPERVISOR | R18.41               | R19.52                     | R20.69                     | R21.93                   |
| ASST BARTENDER/CASHIER                                 | R15.83               | R17.10                     | R18.13                     | R19.21                   |
| HCOOK/WAITER/HWINE STEWARD<br>MAN.TRAINEE/RECEPTIONIST | R15.42               | R16.66                     | R17.91                     | R18.98                   |
| KITCHEN SUPERVISOR                                     | R14.04               | R15.16                     | R16.30                     | R17.52                   |
| COUNTER ASST/PART-TIME<br>DRIVERWAITER/WINE STEWARD    | R13.71               | R14.80                     | R15.91                     | R17.11                   |
| EMP. NOT SPECIFIED ELSEWHERE                           | R13.61               | R14.70                     | R15.80                     | R16.98                   |
| MOTOR VEHICLE DRIVER (S)<br>(A)EXTRA HEAVY             | R16.39               | R17.71                     | R18.77                     | R19.90                   |
| (B)HEAVY   | R15.62               | R16.87                     | R18.13                     | R19.22                   |
| (C)LIGHT   | R13.48               | R14.56                     | R15.65                     | R16.82                   |
| BAKER/COOK   | R13.73               | R14.83                     | R15.94                     | R17.13                   |
| CATERING ASST/DEL.EMP/<br>GENERAL ASSISTANT            | R14.06               | R15.19                     | R16.33                     | R17.55                   |
| WATCHMAN   | R14.06               | R15.19                     | R16.33                     | R17.55                   |


  
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**"ANNEXURE B"**

**CLAUSE 4 - DEFINITIONS**

After the definition of "commission work", add the following definitions:

"**commission worker**" means any person who agrees in writing with the owner/management of an establishment to perform the duties of a waiter 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.

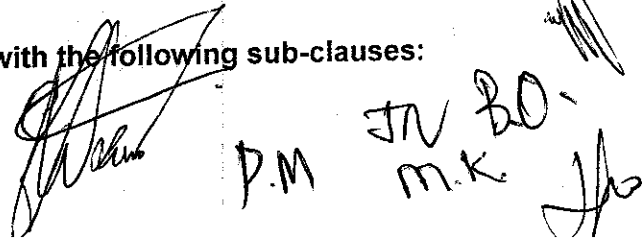
**CLAUSE 5 - WAGES**

Delete sub-clause 5 (1) (c) and substitute it with the following sub-clause (c) commission workers:

**(c) 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 a 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.
- (3) 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 owner shall pay the commission to the commission worker 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 commission worker is entitled to earn commission.
- (4) The owner/management shall supply the commission worker with a copy of the agreement to perform commission work prior to the commencement of commission work.
- (5) 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.
- (6) An owner who intends to cancel or amend the agreement in operation shall give the commission worker not less than four weeks' notice of such intention.

Delete sub-clause 5 (8) and 5 (8) (a) and substitute with the following sub-clauses:

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

- (i) one weeks wages for one year completed service;
- (ii) two weeks wages for two years completed service.

(8) (a) As from January 2015 an employer, other than a small employer shall pay an employee other than a part-time, casual, special function and commission workers the following as an annual bonus, payable during December:

- (i) three weeks wages for three and four years of completed service;
- (ii) four weeks wages, for five or more years completed service.

**Delete sub-clause 5 (9) (i) and (9) (ii) and substitute with the following sub-clauses:**

- (9)(i) All employees other than part-time, casual, special function and commission workers earning less than R40000.00 per annum and have not been given an annual increase, shall receive an annual increase of not less than 7.5%.
- (9)(ii) All employees other than part-time, casual, special function and commission workers earning R40000.00 per annum or more and have not been given an annual increase shall receive an annual increase of not less than 6%.

**Delete sub-clause 8 (3) and substitute with the following:**

8(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 R20.80 per week. This amount shall not be payable when the employee is off work.

**After sub-clause 5 (10) add sub-clause (11).**

(11) Employers that have not given their employees an annual increase as at the 1<sup>st</sup> June 2014, shall pay employees that earn below R35000.00 per annum, 8% per month and employees that earn R35000.00 or more per annum shall receive an increase of not less than 5% per month, for the period of 1<sup>st</sup> June 2014 to the date that the Minister promulgates the Collective Agreement. These amounts will be paid during the first month of coming into operation of this Agreement provided that this sub-clause must not be interpreted to be in addition to that specified in clause 5 (9) (i) (ii). This sub-clause is a once off ex-gratia payment for employees that did not receive an annual increase with effect from 1<sup>st</sup> June 2014.

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