

**STATUTORY COUNCIL FOR THE FAST
FOOD, RESTAURANT, CATERING AND
ALLIED TRADES**

COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT INDEX

CLAUSE		PAGE
	Schedule	3
1.	Scope of Application	4
2.	Period of Operation of Agreement	4
3.	Industrial Action	4
4.	Definitions	5
5.	Wages	7
6.	Payment of Remuneration	10
7.	Uniforms	11
8.	Written particulars of employment	11
9.	Hours of work, Overtime and payment for overtime	12
10.	Public Holidays	16
11.	Annual Leave	16
12.	Sick Leave	17
13.	Family Responsibility Leave	18
14.	Maternity Leave	19
15.	Prohibition of Child Labour and Forced Labour	20
16.	Termination of Employment	20
17.	Certificate of Service	22
18.	Records to be maintained	22
19.	Registration of Employers and Employees	22
20.	Certificate of Service	23
21.	Income and Expenses of the Council	23
21A.	Default Payments	24
21B.	Funeral Benefits	24
21C.	Payment of Contributions to Benefit Funds	24
22.	Membership of employer's Organisation and Trade Unions	25
23.	Administration of Agreement, and Designated Agents	25
24.	Display of Agreement	26
25.	Rights and Obligations of the Trade Union	27
26.	Code of Good Practice	30
27.	Freedom of Association	35
28A.	Disputes pertaining to contravention of the Agreement	35
28B.	Disputes pertaining to income and expenses of the Council	36
28C.	Inquiry by Arbitrator	36
28D.	Rules for the conduct of proceedings	38
29.	Exemptions	38
30.	Independent Exemptions appeal board	38

ANNEXURE'S

Annexure "A" Pay Envelopes	Annexure "B" Casual Employee's Register
Annexure "C" Registration of business	Annexure "D" Records to be kept by employer
Annexure "E" Certificate of Service	Annexure "F" Statement
Annexure "G" Time Table	Annexure "H" Application of Exemption
Annexure "I" Clause 21 (B) Statement	Annexure "J" Application to the Exemptions Appeal Board
Annexure "K" Rules for the conduct of Proceedings before the Statutory Council for the Fast Food, Restaurant, Catering and Allied Trades, Schedule One, addresses of the Statutory Council.	

SCHEDULE

**STATUTORY COUNCIL FOR THE FAST FOOD, RESTAURANT, CATERING AND ALLIED TRADES
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

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

and

SOUTH AFRICAN COMMERCIAL CATERING AND ALLIED WORKERS UNION (SACCAWU)

and

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

and

INDUSTRIAL COMMERCIAL & ALLIED WORKERS UNION (ICAWU)

and

DEMOCRATICAL UNION OF SECURITY WORKERS (DUSWO)

and

FUTURE OF SOUTH AFRICAN WORKERS UNION (FOSAWU)

(Hereinafter referred to as the "trade unions" of the other part), being the parties to the Statutory Council for the Fast Food, Restaurant, Catering and Allied Trades.

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 J.N. e.m.
 T.P. TSMZ

1. SCOPE OF APPLICATION

- (1) The terms of this agreement shall be observed in the Fast Food, Restaurant, Catering and Allied Trades –
- (a) By all employers who are members of the employers organisation and by all employees who are members of the trade unions
- (b) In the 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 Districts 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 Carltonville.

2. PERIOD OF OPERATION OF AGREEMENT

- (1) This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 31st August 2016.
- (2) The provisions contained in this Agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees.

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 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 employer's 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 employer's 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.

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4. DEFINITIONS

Unless otherwise indicated, the singular will include the plural and the masculine the feminine, 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 –

“**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

“**Basic Conditions of Employment Act**” means the Basic Conditions of Employment Act, 1997 (Act 75 of 1997)

“**catering**” means the provision of meals and/or refreshments;

“**child**” means a person who is under 18 years of age;

“**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.

“**Council**” means the Statutory Council for the Fast Food, Restaurant, Catering and Allied Trades.

“**day**” means a period of 24 hours calculated from the time an employee starts work;

“**designated agent**” means any person appointed by the Minister at the request of the council to promote, monitor and enforce compliance with the Agreement;

“**dispute**” includes an alleged dispute;

“**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 meaning corresponding to that of 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 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 Trades sector and scope;

“**exemptions committee**” means a committee established to consider applications for exemption from the provisions of this Agreement;

“**independent exemptions appeal board**” means a board established to consider appeal applications brought against the councils refusal of a non-party’s application for exemption from the provisions of this agreement and or the withdrawal of such an exemption by the council.

“**fixed-term contract**” means a contract in writing which stipulates the period of the employment contract and termination date;

“**incapacity**” means inability to work owing to sickness or injury;

“**Minister**” means the Minister of Labour;

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“month” means a calendar month, the period extending from a day in any month up to and including the preceeding 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;

“night work” means work performed after 18:00 and before 06:00 the next day;

“ordinary hours of work” means the hours of work permitted in terms of 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;

“premises” includes any land, structure, vehicle or vessel;

“public holiday” means any day that is a public holiday in terms of the Public Holiday Act, 1994 (Act no. 36 of 1994);

“paid leave” means any annual leave, paid sick leave of family responsibility leave that an 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 before the appointment of the employee is confirmed;

“refreshments” without limiting the ordinary meaning of the term shall include all edibles and drinkables fit for human consumption;

“remuneration” means any payment in money or in kind, or both in money and in kind, excluding any gratuity or gift (tip) 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;

“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” “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, 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 purposes 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 activities of such industries. For the purpose of this exclusion, such primary activities are to be carried on, 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.

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- (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 a 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 and which, in turn, is owned, managed and operated by the supermarket undertaking in question and conducted from the premises of such supermarket undertaking.

“serve” means to send by registered post, telegram, telex, telefax or to deliver by hand;

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

“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 normally works in a day or week, excluding any gratuity, tips or gift received from a customer for service rendered;

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

“workplace” means any place where an employee works.

5. WAGES

(1) With effect from 1 August 2013, the minimum hourly wage, excluding any gratuity or tips, which shall be paid in respect of the ordinary hours of work by an employer to each employee for the ordinary hours that the employee works in the area prescribed in sub-clause (5) (2), is set out hereunder in Table 1 and Table 2 of this clause.

(2) **Employees employed 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 Districts 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 Carltonville.

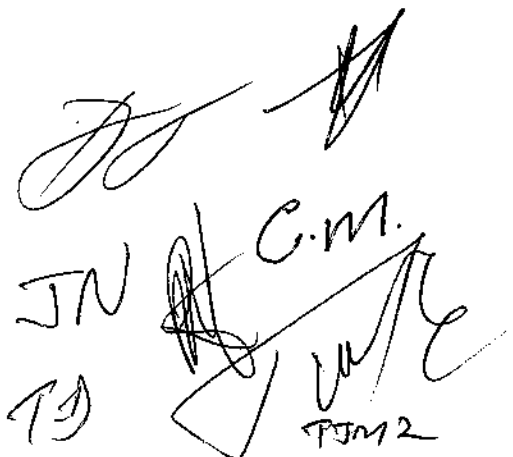
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 J.N. C.M.
 T.D. T.S.M.Z.

MINIMUM PRESCRIBED RATE PER HOUR FOR THE PERIODS:

Table 1: Minimum wage for employers with 10 or less employees								
1 September 2013 to 31 August 2014			1 September 2014 to 31 August 2015			1 September 2015 and thereafter		
Monthly	Weekly	Hourly	Monthly	Weekly	Hourly	Monthly	Weekly	Hourly
R2415.86	R 557.55	R12.39	Previous Minimum Wage + CPI* + 1.5%			Previous Minimum Wage + CPI ** + 1.5%		
			*The CPI to be utilised is the CPI (excluding Owner's Equivalent Rent) as made available by Statistics South Africa six weeks prior to 31 August 2015.			**The CPI to be utilised is the CPI (excluding Owner's Equivalent Rent) as made available by Statistics South Africa six weeks prior to a 31 August 2016.		

Table 2: Minimum wage for employers with more than 10 employees								
1 September 2013 to 31 August 2014			1 September 2014 to 31 August 2015			1 September 2015 and thereafter		
Monthly	Weekly	Hourly	Monthly	Weekly	Hourly	Monthly	Weekly	Hourly
R2692.74	R621.45	R13.81	Previous Minimum Wage + CPI* + 1.5%			Previous Minimum Wage + CPI ** + 1.5%		
			*The CPI to be utilised is the CPI (excluding Owner's Equivalent Rent) as made available by Statistics South Africa six weeks prior to 31 August 2015.			**The CPI to be utilised is the CPI (excluding Owner's Equivalent Rent) as made available by Statistics South Africa six weeks prior to 31 August 2016.		

(3) Commission workers:



 JN C.M.

 TD

 PJM2

- (1) The owner of an establishment and a commission worker may agree in writing that the commission worker will perform commission work when so required by the owner.
- (2) The owner 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 excluding any gratuity or tips, the owner shall pay the commission worker not less than the applicable minimum wage as prescribed for the category that the commission worker works.
- (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 shall supply the commission worker with a copy of the agreement to perform commission work.
- (5) If, during any calculation period, the commission worker does not earn an amount equivalent to at least the prescribed minimum wage, excluding any gratuity, tips or gift received from a customer for service rendered, because of any act or omission by or on behalf of the owner or the owner has restricted the commission worker's ability to earn commission in terms of the agreement, the owner shall pay the commission worker at least the applicable minimum wage as prescribed.
- (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.

4. Calculation of wages or remuneration

- (1) The wage or remuneration 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 determination -
 - (a) the hourly wage or remuneration of a worker is obtained by-
 - (i) dividing the weekly wage or remuneration by the ordinary number of hours worked in a week;
 - (b) the daily wage or remuneration of an employee is obtained by-
 - (i) multiplying the hourly wage or remuneration by the number of ordinary hours worked in a day; or
 - (ii) dividing the weekly wage or remuneration by the number of days worked in a week.

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- (c) the weekly wage or remuneration of an employee is obtained by -
- (i) multiplying the hourly wage or remuneration 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 or remuneration by the number of days worked in a week; or
 - (iii) dividing the monthly wage or remuneration by four and one-third.
- (d) the monthly wage or remuneration of an employee is obtained by multiplying the weekly wage or remuneration by four and a third

6. PAYMENT OF REMUNERATION

- (1) An employer must pay an employee -
- (a) in South African currency;
 - (b) daily, weekly, fortnightly or monthly; and
 - (c) in cash, by cheque or by direct deposit into an account designated by the employee.
- (2) Any payment in cash or by cheque must be given to each employee-
- (a) at the workplace;
 - (b) during the employee's working hours; and
 - (c) 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.

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 a 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

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 TD TSM 2
 C.M.
 J.C.P.

- (1) An employer may not make any deduction from an employee's remuneration unless—
- (a) subject to subsection (2), 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 subsection (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 subsection do not exceed one-quarter of the employee's remuneration in money.
- (3) A deduction in terms of subsection (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 subsection (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 acknowledge receipt of an amount greater than the remuneration actually received.
 - (b) pay the employer or any other person in respect of—
 - (i) the employment or training of that employee;
 - (ii) the supply of any work equipment or 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.

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.
- (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 R17.50 per week. This amount shall not be payable when the employee is off work.

8. WRITTEN PARTICULARS OF EMPLOYMENT

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(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;
- (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.

9. HOURS OF WORK OVERTIME AND PAYMENT FOR OVERTIME

1) **Ordinary hours of work:** An employer may not require or permit an employee to work more 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:** An employer may not require or permit an employee -

- (a) to work overtime except in accordance with an agreement concluded by the employer and the employee;
- (b) to work more than 10 hours' overtime a week; or
- (c) to work more than 12 hours, including overtime, on any day.

3) **Payment of overtime:**

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

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 TBMZ
 CM
 W/S

- (2) Despite sub-clause (1), the employee 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 (2) within one month of the employee becoming entitled to it.
- (4) An agreement in writing may increase the period contemplated by sub-clause (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 clause 16, without receiving overtime pay.
- (2) An agreement in terms of sub-clause (1) may not require or permit an employee to work -
- (a) more than 45 ordinary hours of work in any week;
 - (b) more than ten 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(2) and 9 (2) (b) the ordinary hours of work and overtime of an employee may be averaged over a period of up to four months in terms of a written agreement.
- (2) An employer may not permit an employee who is bound by a written agreement in terms of sub-clause (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 (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-clauses (1) and (2), an agreement may permit an employer to grant an employee who works on a Sunday paid time off equivalent to the difference in value between the pay

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received by the employee for working on the Sunday and the pay that the employee is entitled to in terms of subclauses (1) and (2).

- (4) Any time worked on a Sunday by an employee who does not ordinarily work on a Sunday is not taken into account in calculating 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 (3) within one month of the employee becoming entitled to it.
 - (b) An agreement in writing may increase the period contemplated by paragraph (a) to 12 months.

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 18.00 and 06.00 or grant the employee at least 10 minutes time off on full pay, for every hour worked at the end of each week.
- (2) **Provision of transport for night workers:**
 - (a) An employer who requires an employee, other than a commissioner worker to work after 22h30 shall pay such an employee R150.00 (rand) 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 late night allowance to those employees.
- (3) An employer who requires an employee to perform work in an environment with hazardous substances on a regular basis after 23:00 and before 06:00 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;
 - (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-

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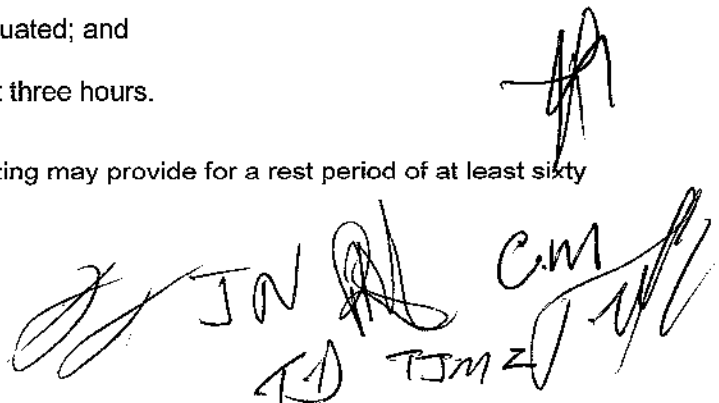
- (i) the employee suffers from a health condition associated with the performance of night work; and
 - (ii) it is practicable for the employer to do so.
- (4) Sub-clause (3) applies to an employee who works after 23:00 and before 06:00 at least five times per month or 50 times per year.

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 (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 a Sunday.
- (2) A daily rest period in terms of sub-clause (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 (1)(b), an agreement in writing may provide for a rest period of at least sixty consecutive hours every second week.



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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 normally 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, 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 twelve months of employment (the 'annual leave cycle'); 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


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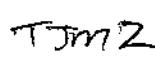


number of days of occasional leave on full pay granted to the employee at the employee's request in that annual leave cycle.

- (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 this section.
- (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 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 26.
- (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 (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 (2) by the number of days' sick leave taken in terms of sub-clause (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 (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 (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 on at least four 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, three days' paid leave, which the employee is entitled to take -
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) 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 (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.

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- (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 (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 (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 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 child, including operating dangerous machinery or handling and/or using spray chemicals.
- (8) During a 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 favourable than her ordinary terms and conditions of employment, if-
- (a) the employee is required to perform night work, as defined in clause 15 or her work poses a danger to her health or safety or that of her child; and
 - (b) it is practicable for the employer to do so

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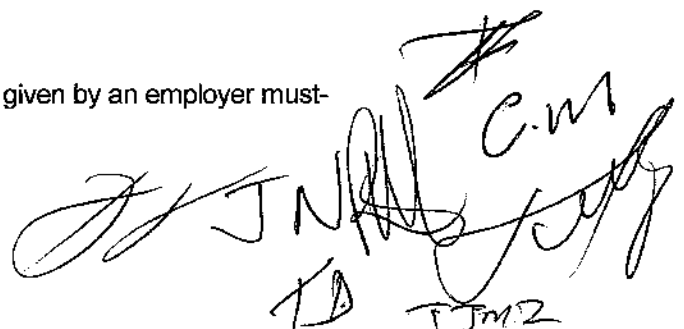
15. PROHIBITION OF CHILD LABOUR AND FORCED LABOUR

- (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 (4).
- (6) A person who employs a child in contravention of sub-clause (1) and (2) or engages in any form of forced labour in contravention of sub-clauses (4) and (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 than-
 - (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) four 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 receives 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 reasonably understands.
- (5) Notice of termination of a contract of employment given by an employer must-



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- (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 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 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 (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 11(2) or 14(3) that the employee has not taken;
 - (c) remuneration calculated in accordance with clause 19(9) for any period of annual leave due in terms of clause 19(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 section 19(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) For the purpose of sub-clause (d) of this clause "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer.
- (2) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements, severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer.
- (3) An employee who unreasonably refuses to accept the employer's offer of alternative employment

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with that employer or any other employer is not entitled to severance pay in terms of sub-clause (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.

- (4) 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.

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's 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.

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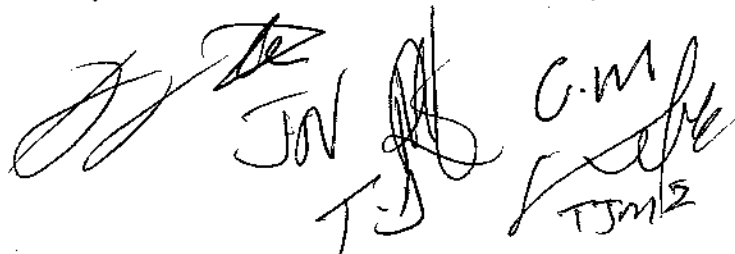
- (3) The council must, by the 7th of any month furnish –
- (a) the employer's organisations, with details of employers registered with the council in the preceding month.
 - (b) the trade unions, with a list of employees eligible for membership or who have deregistered as members.

20. CERTIFICATE OF SERVICE

- (1) On termination of employment, except on the grounds of desertion, an employee is entitled to a certificate of service in the form of Annexure E.

21. INCOME AND EXPENSES OF THE COUNCIL

- (a) For the purpose of meeting the expenses of the Council, every employer shall deduct from the wages of each employee, 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.
 - (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 R3,00 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.
- (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 R25,00 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 subclause (2), shall be paid into the Council's banking account (Standard Bank, Account No: 000317918 Branch code: 00-02-05 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 by 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: 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 forwarded monthly by all employers to: P.O. Box 2363, Florida Hills, 1716 or faxed to: (011) 672-5803 not later than the 15th day of the month succeeding that during which the deductions and contributions were made.

21 (C) PAYMENT OF CONTRIBUTIONS TO BENEFIT FUNDS

- (1) For the purposes of this section, a benefit fund is a pension, provident, retirement, medical aid or

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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 an employer in terms of the rules of a benefit fund to make any payment within a shorter period than that required by subsections (2) or (3).

22. MEMBERSHIP OF EMPLOYER'S ORGANISATION 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 authorised trade union officials as defined in the preamble to this Agreement, to enter his establishment at off-peak periods for the purpose 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 duties in connection with the work of the Council.
- (4) The subscriptions and fees payable in terms of subclause (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 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.

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- (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) publicising 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 to 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.

(5) In terms of section 33 (3) read with Section 142 of the Labour Relations Act, 1995, a designated agent may enter any establishment and question any employer during the course of such inspection and inspect the record of wages paid, time worked and payments made for overtime, and it shall be the duty of every employer and employee to permit such a designated agent to institute such inquiries and to examine such books and/or documents and to interrogate such person as may be necessary for the purpose of ascertaining the terms of this agreement are being observed.

- (1) 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 a 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 of, 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 5.1 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 employer must display a copy of this agreement in a prominent place in the workplace and make it available to an employee on demand.

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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 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.

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- (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 STOP 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 pls one for every 100 additional members up to a masimum of 10

- (g) Only trade union members with fully paid-up membership, 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

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- (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 which 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 act have been complied with.

(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 metres of any entrance to or access from the employer's premises.

(10) *picketing*

- (a) A trade union may authorise 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 utilise replacement labour except where the employer has implemented a lock-out.

(12) *severance pay*

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- (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.

26. THE CODE OF GOOD PRACTICE

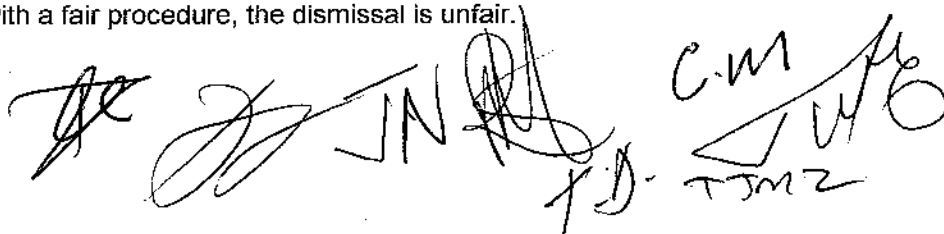
CODE OF GOOD PRACTICE: DISMISSAL

1. INTRODUCTION

- (1) This code of good practice deals with some of the key aspects of dismissals for reasons related to conduct and capacity. It is intentionally general. Each case is unique, and departures from the norms established by this Code may be justified in proper circumstances. For example, the number of employees employed in an establishment may warrant a different approach.
- (2) This Act emphasises the primacy of collective agreements. This Code is not intended as a substitute for disciplinary codes and procedures where these are the subject of collective agreements, or the outcome of joint decision-making by an employer and a workplace forum.
- (3) The key principle in this Code is that employers and employees should treat one another with mutual respect. A premium is placed on both employment justice and the efficient operation of business. While employees should be protected from arbitrary action, employers are entitled to satisfactory conduct and work performance from their employees.

2. FAIR REASONS FOR DISMISSAL

- (1) A dismissal is unfair if it is not affected for a fair reason and in accordance with a fair procedure, even if it complies with any notice period in a contract of employment or in legislation governing employment. Whether or not a dismissal is for a fair reason is determined by the facts of the case, and the appropriateness of dismissal as a penalty. Whether or not the procedure is fair is determined by referring to the guidelines set out below.
- (2) The Labour Relations Act recognises three grounds on which a termination of employment might be legitimate. These are: the conduct of the employee, the capacity of the employee, and the operational requirements of the employer's business.
- (3) The Labour Relations Act provides that a dismissal is automatically unfair if the reason for the dismissal is one that amounts to an infringement of the fundamental rights of employees and trade unions, or if the reason is one of those listed in section 187 of the L.R. Act. The reasons include participation in a lawful strike, intended or actual pregnancy and acts of discrimination.
- (4) In cases where the dismissal is not automatically unfair, the employer must show that the reason for dismissal is a reason related to the employee's conduct or capacity, or is based on the operational requirements of the business. If the employer fails to do that, or fails to prove that the dismissal was effected in accordance with a fair procedure, the dismissal is unfair.



 C.M.

 J.D.

 T.M.Z.

3. DISCIPLINARY MEASURES SHORT OF DISMISSAL

Disciplinary procedures prior to dismissal.

- (1) All employers should adopt disciplinary rules that establish the standard of conduct required of their employees. The form and content of disciplinary rules will obviously vary according to the size and nature of the employer's business. In general, a larger business will require a more formal approach to discipline. An employer's rules must create certainty and consistency in the application of discipline. This requires that the standards of conduct are clear and made available to employees in a manner that is easily understood. Some rules or standards may be so well established and known that it is not necessary to communicate them.
- (2) The courts have endorsed the concept of corrective or progressive discipline. This approach regards the purpose of discipline as a means for employees to know and understand what standards are required of them. Efforts should be made to correct employees' behaviour through a system of graduated disciplinary measures such as counselling and warnings.
- (3) Formal procedures do not have to be invoked every time a rule is broken or a standard is not met. Informal advice and correction is the best and most effective way for an employer to deal with minor violations of work discipline. Repeated misconduct will warrant warnings, which themselves may be graded according to degrees of severity. More serious infringements or repeated misconduct may call for a final warning, or other action short of dismissal. Dismissal should be reserved for cases of serious misconduct or repeated offences.

Dismissals for misconduct

- (4) Generally, it is not appropriate to dismiss an employee for a first offence, except if the misconduct is serious and of such gravity that it makes a continued employment relationship intolerable. Examples of serious misconduct, subject to the rule that each case should be judged on its merits, are gross dishonesty or wilful damage to the property of the employer, wilful endangering of the safety of others, physical assault on the employer, a fellow employee, client or customer and gross insubordination. Whatever the merits of the case for dismissal might be, a dismissal will not be fair if it does not meet the requirements of section 188 of the L.R. Act.
- (5) When deciding whether or not to impose the penalty of dismissal, the employer should in addition to the gravity of the misconduct consider factors such as the employee's circumstances (including length of service, previous disciplinary record and personal circumstances), the nature of the job and the circumstances of the infringement itself.
- (6) The employer should apply the penalty of dismissal consistently with the way in which it has been applied to the same and other employees in the past, and consistently as between two or more employees who participate in the misconduct under consideration.

4. FAIR PROCEDURE

- (1) Normally, the employer should conduct an investigation to determine whether there are grounds for dismissal. This does not need to be a formal enquiry. The employer should notify the employee of the allegations using a form and language that the employee can reasonably understand. The employee should be allowed the opportunity to state a case in response to the allegations. The employee should be entitled to a reasonable time to prepare the response and to the assistance of a trade union representative or fellow employee. After the enquiry, the employer should communicate the decision taken, and preferably furnish the employee with written notification of that decision.

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- (2) Discipline against a trade union representative or an employee who is an office-bearer or official of a trade union should not be instituted without first informing and consulting the trade union.
- (3) If the employee is dismissed, the employee should be the reason for dismissal and reminded of any rights to refer the matter to a council with jurisdiction or to the Commission or to any dispute resolution procedures established in terms of a collective agreement.
- (4) In exceptional circumstances, if the employer cannot reasonably be expected to comply with these guidelines, the employer may dispense with pre-dismissal procedures.

5. DISCIPLINARY RECORDS

Employers should keep records for each employee specifying the nature of any disciplinary transgressions, the actions taken by the employer and the reasons for the actions.

6. DISMISSALS AND INDUSTRIAL ACTION

- (1) Participation in a strike that does not comply with the provisions of Chapter IV is misconduct. However, like any other act of misconduct, it does not always deserve dismissal. The substantive fairness of dismissal in these circumstances must be determined in the light of the facts of the case, including-
- (a) the seriousness of the contravention of this Act;
 - (b) attempts made to comply with this Act; and
 - (c) whether or not the strike was in response to unjustified conduct by the employer.
- (2) Prior to dismissal the employer should, at the earliest opportunity, contact a trade union official to discuss the course of action it intends to adopt. The employer should issue an ultimatum in clear and unambiguous terms that should state what is required of the employees and what sanction will be imposed if they do not comply with the ultimatum. The employees should be allowed sufficient time to reflect on the ultimatum and respond to it, either by complying with it or rejecting it. If the employer cannot reasonably be expected to extend these steps to the employees in question, the employer may dispense with them.

7. GUIDELINES IN CASES OF DISMISSAL FOR MISCONDUCT

Any person who is determining whether a dismissal for misconduct is unfair should consider-

- (a) whether or not the employee contravened a rule or standard regulating conduct in, or of relevance to, the workplace; and
- (b) if a rule or standard was contravened, whether or not-
 - (i) the rule was a valid or reasonable rule or standard;
 - (ii) the employee was aware, or could reasonably be expected to have been aware, of the rule or standard;
 - (iii) the rule or standard has been consistently applied by the employer; and
 - (iv) dismissal was an appropriate sanction for the contravention of the rule or standard.

8. PROBATION

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- (1) (a) An employer may require a newly-hired employee to serve a period of probation before the appointment of the employee is confirmed.
- (b) The purpose of probation is to give the employer an opportunity to evaluate the employee's performance before confirming the appointment.
- (c) Probation should not be used for purposes not contemplated by this Code to deprive employees of the status of permanent employment. For example, a practice of dismissing employees who complete their probation periods and replacing them with newly-hired employees, is not consistent with the purpose of probation and constitutes an unfair labour practice.
- (d) the period of probation should be determined in advance and be of reasonable duration. The length of the probationary period should be determined with reference to the nature of the job and the time it takes to determine the employee's suitability for continued employment.
- (e) During the probationary period, the employee's performance should be assessed. An employer should give an employee reasonable evaluation, instruction, training, guidance or counselling in order to allow the employee to render a satisfactory service.
- (f) If the employer determines that the employee's performance is below standard, the employer should advise the employee of any aspects in which the employer considers the employee to be failing to meet the required performance standards. If the employer believes that the employee is incompetent, the employer should advise the employee of the respects in which the employee is not competent. The employer may either extend the probationary period or dismiss the employee after complying with sub items (g) or (h), as the case may be.
- (g) the period of probation may only be extended for a reason that relates to the purpose of probation. The period of extension should not be disproportionate to the legitimate purpose that the employer seeks to achieve.
- (h) An employer may only decide to dismiss an employee or extend the probationary period after the employer has invited the employee to make representations and has considered any representations made. A trade union representative or fellow employee may make the representations on behalf of the employee.
- (i) If the employer decides to dismiss the employee or to extend the probationary period, the employer should advise the employee of his or her rights to refer the matter to a council having jurisdiction, or to the Commission.
- (j) Any person making a decision about the fairness of a dismissal of an employee for poor work performance during or on expiry of the probationary period ought to accept reasons for dismissal that may be less compelling than would be the case in dismissals effected after the completion of the probationary period.
- (2) After probation, an employee should not be dismissed for unsatisfactory performance unless the employer has –

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- (a) given the employee appropriate evaluation, instruction, training, guidance or counselling; and
- (b) after a reasonable period of time for improvement, the employee continues to perform unsatisfactorily .

- (3) The procedure leading to dismissal should include an investigation to establish the reasons for the unsatisfactory performance and the employer should consider other ways, short of dismissal, to remedy the matter.
- (4) In the process, the employee should have the right to be heard and to be assisted by a trade union representative or a fellow employee.

9. GUIDELINES IN CASES OF DISMISSAL FOR POOR WORK PERFORMANCE

Any person determining whether a dismissal for poor work performance is unfair should consider-

- (a) whether or not the employee failed to meet a performance standard; and
- (b) if the employee did not meet a required performance standard whether or not -
 - (i) the employee was aware, or could reasonably be expected to have been aware, of the required performance standard;
 - (ii) the employee was given a fair opportunity to meet the required performance standard; and
 - (iii) dismissal was an appropriate sanction for not meeting the required performance standard.

10. INCAPACITY: ILL HEALTH OR INJURY

- (1) Incapacity on the grounds of ill health or injury may be temporary or permanent. If an employee is temporarily unable to work in these circumstances, the employer should investigate the extent of the incapacity or the injury. If the employee is likely to be absent for a time that is unreasonably long in the circumstances, the employer should investigate all the possible alternatives short of dismissal. When alternatives are considered, relevant factors might include the nature of the job, the period of absence, the seriousness of the illness or injury and the possibility of securing a temporary replacement for the ill or injured employee. In cases of permanent incapacity, the employer should ascertain the possibility of securing alternative employment, or adapting the duties or work circumstances of the employee to accommodate the employee's disability.
- (2) In the process of the investigation referred to in subsection (1) the employee should be allowed the opportunity to state a case in response and to be assisted by a trade union representative or fellow employee.
- (3) The degree of incapacity is relevant to the fairness of any dismissal. The cause of the incapacity may also be relevant. In the case of certain kinds of incapacity, for example alcoholism or drug abuse, counselling and rehabilitation may be appropriate steps for an employer to consider.
- (4) Particular consideration should be given to employees who are injured at work or who are incapacitated by work-related illness. The courts have indicated that the duty on the employer to accommodate the incapacity of the employee is more onerous in these circumstances.

11. GUIDELINES IN CASES OF DISMISSAL ARISING FROM ILL HEALTH OR INJURY

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Any person determining whether a dismissal arising from ill health or injury is unfair should consider-

- (a) whether or not the employee is capable of performing the work; and
- (b) if the employee is not capable-
 - (i) the extent to which the employee is able to perform the work;
 - (ii) the extent to which the employee's work circumstances might be adapted to accommodate disability, or, where this is not possible, the extent to which the employees duties might be adapted; and
 - (iii) the availability of any suitable alternative work.

27. FREEDOM OF ASSOCIATION

Section 4 of the L.R. Act 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 L.R. Act shall apply to all employers. Employers may join an employer organisation and participate in its lawful activities.

28. DISPUTE RESOLUTION FUNCTION OF THE COUNCIL

28A. DISPUTES PERTAINING TO THE CONTRAVENTION OF THE AGREEMENT

- (1) A party complaining about an alleged contravention of this agreement must do so in a sworn statement setting out full details of the complaint and lodge it with the council within 30 days of the alleged contravention.
- (2) The council must within fourteen days of receipt of the complaint appoint a designated agent to investigate the complaint.
- (3) The designated agent must within fourteen days of his appointment submit a written report to the council detailing his investigations, the steps he had taken to ensure compliance and the recommendations for the finalisation of the complaint.
- (4) If the complaint is not resolved, the complainant may refer a dispute in the form prescribed by the council within thirty days of being served by the council with the outcome of the investigation.
- (5) The referral must be accompanied by proof that a copy was served on the other party.
- (6) If the complainant shows good cause at any time, the council may permit the complainant to refer the complaint after the thirty days have expired.
- (7) The council will set the complaint down as a con-arb on at least fourteen days written notice on both parties.
- (8) Should a party fail to appear or be represented at the scheduled hearing and that party-

- (a) is the complainant, the commissioner may dismiss the matter; or
- (b) had not referred the dispute, the commissioner may-

- (i) continue with the matter in the absence of that party; or
- (ii) adjourn the matter to a later date.

- (9) In con-arb proceedings a party may appear in person or be represented only by-

- (a) a director, member or employee of that party; or
- (b) any member, official or office bearer of that party's registered trade union or registered employers' organisation.

- (10) An arbitrator may-

- (a) conduct the arbitration in a manner that the arbitrator considers appropriate in order to determine the complaint fairly and quickly, but must deal with the substantial merits of the complaint with the minimum of legal formalities;
- (b) subject to the discretion of the arbitrator as to the appropriate form of the proceedings, a party to the complaint may give evidence, call witnesses, question the other witnesses and address concluding arguments to the arbitrator;
- (c) if all parties consent, the arbitrator may suspend the arbitration proceedings and attempt to resolve the complaint through conciliation.

- (11) An arbitrator may make any appropriate award including:

- (a) ordering any party to pay any amount owing in terms of this agreement provided that any claim pursuant to clauses 5, 6, 7, 9, 13, 14, 16 and 17 will not exceed the period of twelve months from the date the complaint was received by the council in terms of sub-clause (1);
- (b) charging a party an arbitration fee;
- (c) ordering a party to pay the costs of the arbitration;
- (d) any award contemplated in section 138(9) of the act.

- (12) An award in terms of this clause is final and binding and may be enforced as if it were an order of the Labour Court if the Secretary of the Council has certified that it is an award issued by a commissioner.

- (13) The council may, by agreement between the parties or on the application by a party, make any written settlement agreement, an arbitration award that may be enforceable in terms of sub-clause (12).

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

- (1) If any party to this agreement does not fulfil the obligations imposed by clauses 19, 21, 21A and 21B, 21C, the council may demand in writing, that the party comply with the agreement within seven days.
- (2) If the party fails to comply with the demand, the council will set the matter down for a con-arb on not less than fourteen days notice on that party.
- (3) Clause 28A(8) to 28A(13) will apply to proceedings in terms of this clause.

28C. INQUIRY BY ARBITRATOR

- (1) An employer party to the Council may, in terms of the 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 clause (1) and a copy of the notice advising the employee of the allegations referred to in subclause (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) 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) any member, 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.
- (6) Section 138 of the L.R. Act, read with the changes required by the context, applies to any arbitration in terms of this clause.
- (7) 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 L.R. Act, 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 reference to :-
 - (a) the secretary of the Council, if the arbitration is held under the auspices of the Council;
 - (b) the director of the accredited agency, if the arbitration is held under the auspices of an accredited agency.
- (8) 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 L.R. Act, apply with the changes required by the context to any ruling made by an arbitrator in terms of this clause.
- (9) An arbitrator conducting an inquiry in terms of this clause must, in the light of the evidence presented and by reference to the criteria of fairness in the L.R. Act, rule as to what action, if any, may be taken against the employee.
- (10) 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 this subclause after the employee has been advised of the allegation referred to in subclause (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;

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- (ii) the employee's written consent to the inquiry;
- (iii) a copy of the notice advising the employee of the allegations referred to in subclause (1).

- (11) 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, 2000 (Act No. 26 of 2000).

28D. RULES FOR THE CONDUCT OF PROCEEDINGS BEFORE THE 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 dealt with in accordance with the rules for the Conduct of Proceedings before the CCMA as amended from time to time (see Annexure K).

29. EXEMPTIONS

- (1) The council, in terms of section 32 of the Labour Relations Act, 66 of 1995 hereby confirms the status of an exemptions committee to consider applications for exemption from any of the provisions of this Agreement.
- (2) All applications for exemption must be in writing on an application form provided by the Council and shall be addressed to the Secretary of the Council.
- (3) The application for exemption must be fully supported and include the following particulars:
- (a) the clauses from which the exemption is sought;
 - (b) the period for which the exemption is required; and
 - (c) proof that the application has been discussed with the other party and its representatives and the response.
- (4) The secretary will refer the application for exemptions to the exemptions committee together with the comments of the Secretary.
- (5) The exemptions committee must consider the application and may call for further oral or written submissions from any of the parties.
- (6) The exemptions committee will inform the applicant party within fourteen days of its decision.
- (7) In making its decision, the exemptions committee must consider-
- (a) the submissions of the parties;
 - (b) the extent of the consultation between the parties and other role players;
 - (c) the scope of the exemption sought;
 - (d) the period for which exemption is sought;
 - (e) the effect of the exemption on basic conditions of employment;
 - (f) the impact of the exemption on collective bargaining in the sector;
 - (g) other economic and social factors.
- (8) Any party may appeal the decision of the exemption committee, to the Independent Exemptions Appeal Board, within 30 days of being informed by the council of the ruling.

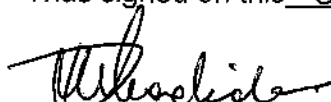
30. INDEPENDENT EXEMPTIONS APPEAL BOARD

- (1) The council in terms of the Labour Relations Act, 66 of 1995, hereby establishes an independent Exemptions Appeal Board to hear and decide, as soon as possible any appeal

brought against –

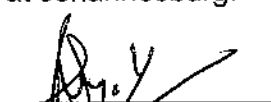
- (a) the council's refusal of a party's application for exemption from the provisions of this agreement.
 - (b) the withdrawal of such an exemption by the council.
- (2) The Independent Exemptions Appeal Board will comprise of three persons appointed by the executive committee with two persons forming 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 Exemptions 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.
 - (7) **Exemption Criteria:** The Exemptions Committee and the Independent Exemptions Appeal 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 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 recommendations contained in the *Report of the Presidential Commission to investigate Labour Market Policy*.

Thus signed on this 3rd day of September 2013 at Johannesburg.



CHAIRMAN

DEPUTY CHAIRMAN



SECRETARY

CATRA

EMPLOYER'S ORGANISATION

TRADE UNIONS

HOTELLICA

DUSWO

FOSAWU

ICAWU

SACCAWU