



# BARGAINING COUNCIL FOR THE FOOD RETAIL, RESTAURANT, CATERING & ALLIED TRADES

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0001

13 September 2013

TO: SACCAWU  
FAX: 012 326 8870  
ATT: RICHARD MATJILA

PCA  
FAX: 086 500 3554  
ATT: AMANDA RUDD

HICRAWU  
FAX: 012 328 2001  
ATT: MARTIN MODISE

CATRA  
FAX: 011 672 7623  
ATT: DIRK COETZEE

CCRAWUSA  
FAX: 012 323 0271  
ATT: ISAAC MOSWEU

Dear Sir/Madam

## AGREEMENT

Congratulations on having reached an agreement on 11 September 2013. Your commitment and efforts are highly appreciated.

Attached kindly find the above for your attention. Please let me know if there are any obvious errors that I might have overlooked.

Please make arrangements to come and sign it as I need original signatures.

As soon as it has been signed I can submit it to the department.

Yours Faithfully

**Monica Basilio**  
Chief Administrative Officer

**SCHEDULE**

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

**RE-ENACTMENT AND AMENDMENT OF MAIN COLLECTIVE AGREEMENT**

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

**Professional Caterers Association**

and

**CATRA**

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

**South African Commercial, Catering and Allied Workers' Union**

**(SACCAWU)**

and the

**Care Centre, Catering, Retail and Allied Workers' Union of South Africa**

**(CCRAWUSA)**

and the

**Hospitality, Industrial, Catering, Retails and Allied Workers Union**

**(HICRAWU)**

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

## **1. SCOPE OF APPLICATION OF AGREEMENT**

The terms of this Agreement shall be observed in the Food Retail, Restaurant, Catering and Allied Trades –

- (1) (a) by all employers and employees who are members of the employers' organisations and the trade unions, respectively;
- (b) in the Magisterial Districts of Pretoria, Brits, Bronkhorstspuit, Cullinan, Rustenburg, Warmbaths, Witbank and Wonderboom.
- (2) Clause 1 (1) (a) and (2) of this Agreement shall not apply to employers and employees who are not members of the employers' organisations and trade unions, respectively.

## **2. PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation on the date fixed by the Minister of Labour to be the effective date from which the Agreement shall be extended to become binding on non-parties, or the date on which the Minister of Labour declines to extend the Agreement to non-parties, and the Agreement shall remain in force until 31 December 2016.

### **2A. SPECIAL PROVISIONS**

The provisions of clauses 3(5), 24 and 35 of the Agreement published under Government Notice No. R.177 of 12 February 1999 as amended and enacted by Government Notices R.244 of 16 March 2001, R. 1105 of

9 November 2001, R. 1048 of 25 July 2003, R. 813 of 12 August 2005, R.768 of 24 August 2007, R. 908 of 29 August 2008, R576 of 27 July 2012 and R628 of 17 August 2012 (hereinafter referred to as the "Former Agreement"), as further extended, amended, renewed and re-enacted from time to time, shall apply to employers and employees.

## **2B. GENERAL PROVISIONS**

The provisions contained in clause 3(1) to (4), 4 to 23 and 25 to 34 of the Former Agreement (as further extended, renewed, amended and re-enacted from time to time), shall apply to employers and employees.

## **3. CLAUSE 5: REMUNERATION: WAGES**

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

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

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

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

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

- (b) Employees that are paid above R37 500, calculated on basic monthly salary, per annum shall be entitled to a minimum increase of-
- (i) 6% with effect from the date of coming into operation of this agreement to 31 December 2014.
  - (ii) 6% for the period 1 January 2015 to 31 December 2015
  - (iii) CPI or 5% whichever is the greater for the period 1 January 2016 to 31 December 2016 and thereafter. CPI to be utilised is the CPI (excluding Owners' Equivalent Rent) as made available by Statistics South Africa determined on an average over the three months immediately prior to the implementation date.
- (c) small employer – may reduce the increase as specified in subclause (a) and (b) by 10%.
- (d) a once off ex-gratia amount of R375.00 will be paid to all employees who have not received an increase as from 1 August 2013 to the date of coming into operation of this agreement. The ex-gratia amount will be paid during the first month of coming into operation of this agreement.”
- (2) Substitute the existing table for the attached wage table.

Job Description	With effect from the date of coming into operation of this agreement until 31 December 2014				1 January 2015 until 31 December 2015				1 January 2016 until 31 December 2016 and thereafter			
	Monthly	Weekly	Hourly	Hourly	Monthly	Weekly	Hourly	Hourly	Monthly	Weekly	Hourly	Hourly
<b>Assistant Manager</b>												
Area A	4 562.79	1 053.76	23.42		4 836.56	1 116.99	24.82		Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	4 396.12	1 015.27	22.56		4 659.89	1 076.19	23.92					
<b>Baker/Confectionery caterer/Cook</b>												
Area A	2 591.41	598.48	13.30		2 746.89	634.39	14.10		Previous minimum wage + CPI* + 2%			
Area B	2 496.78	576.62	12.81		2 646.59	611.22	13.58					
<b>Barman</b>												
Area A	3 226.93	745.25	16.56		3 420.55	789.97	17.55		Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	3 109.05	718.03	15.96		3 295.59	761.11	16.91					
<b>Blockman</b>												
Area A	3 354.95	774.82	17.22		3 556.25	821.30	18.25		Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	3 323.89	767.64	17.06		3 523.32	813.70	18.08					
<b>Cashier/Clerk/ Storeman/Packer</b>												
Area A	2 927.00	675.98	15.02		3 102.62	716.54	15.92		Previous minimum wage + CPI* + 2%			
Area B	2 820.09	651.29	14.47		2 989.30	690.37	15.34					
<b>Catering Assistant</b>												
Area A	2 735.19	631.68	14.04		2 899.30	669.58	14.88		Previous minimum wage + CPI* + 2%			
Area B	2 635.29	608.61	13.52		2 793.41	645.13	14.34					
<b>Chef</b>												
Area A	4 361.42	1 007.26	22.38		4 623.11	1 067.69	23.73		Previous minimum wage + 5% or CPI* whichever is the greater			
Area B	4 202.11	970.46	21.57		4 454.24	1 028.69	22.86					



#### 4. CLAUSE 6. PAYMENT OF REMUNERATION

(1) Substitute the following for sub-clause (6):

**"(6) Transport:** An employer shall provide transport for his employees working later than 20:00 on any day of the week or pay employees an amount of;

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

An employer who has provided transport prior to this Agreement shall not change to the option of the payment of transport in order to avoid providing transport."

#### 5. CLAUSE 7. NUMBER OF DAYS AND HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) Substitute the following for sub-clause (10):

**"(10) Pay for work on Sunday:\***

With effect from 1 January 2016;

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



must pay the employee at one and one-half times the employee's wage for each hour worked.

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

within one month of the employee becoming entitled to it.

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

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

#### **6. CLAUSE 15. PROHIBITION OF EMPLOYMENT**

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

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

#### **7. CLAUSE 29. FAMILY RESPONSIBILITY LEAVE**

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

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

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

Signed at Pretoria this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**EMPLOYERS' ORGANISATIONS**

\_\_\_\_\_  
A. RUDD  
PCA

\_\_\_\_\_  
D.F.J. COETZEE  
CATRA

**TRADE UNIONS**

\_\_\_\_\_  
R.S. MATJILA  
SACCAWU

\_\_\_\_\_  
I. MOSWEU  
CCRAWUSA

\_\_\_\_\_  
N.M. MODISE  
HICRAWU

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

\_\_\_\_\_  
R. MATJILA  
CHAIRMAN

\_\_\_\_\_  
A. RUDD  
VICE-CHAIRMAN

\_\_\_\_\_  
M. BASILIO  
SECRETARY