

**SETTLEMENT AGREEMENT**

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**Between**

**SACCAWU, SAEWA, FOSAWU, HOTELICCA, SOWU AND FAWU**

Labour / Employees

**And**

**CATRA AND GEO**

Business /Employer



US  
Hus



T. J. ...  
V.C

**WHEREAS THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATION:**

1.1 In this agreement:-

1.1.1 Clause headings are for convenience and are not to be used for interpretation;

1.1.2 Unless the context indicates a contrary intention an expression shall denote:-

1.1.2.1 Any gender includes the other genders;

1.1.2.2 A natural person includes a juristic person and vice versa;

1.1.2.3 The singular includes the plural and vice versa

1.1.3 in this agreement the following expressions bear the meanings assigned thereto below and cognate expressions bear corresponding meanings.

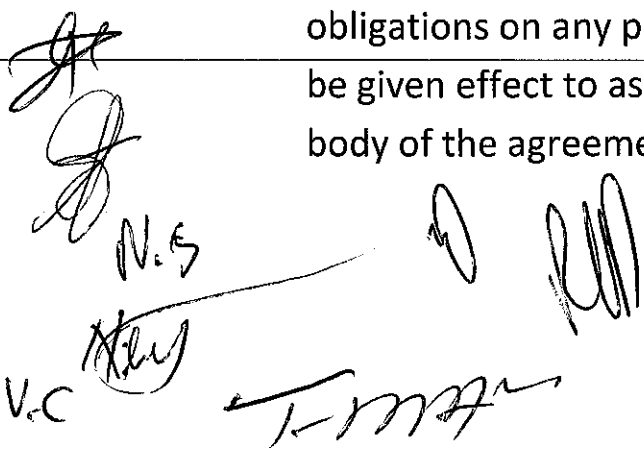
1.1.3.1 **“Employer”** means Catra and GEO

1.1.3.2 **“The parties”** means SACCAWU, SAEWA, FOSAWU, HOTELICCA, SOWU, FAWU, CATRA and GEO





1.1.3.3 **“Employees”** means Trade Unions acting on behalf of their members.

1.1.3.4 **“Signature date”** means the date of signature of this agreement by the one last signing

1.1.4. Any substantive provision conferring rights or imposing obligations on any person in the interpretation clause shall be given effect to as if it were substantial provision in the body of the agreement;

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- 1.1.5. Reference to months or years shall be construed as calendar months or years;
- 1.1.6. No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured drafted or introduced such provision;
- 1.1.7. The *erudem generis* rule shall not apply and whenever the term "including" used followed by specific examples such examples shall not be construed to limit the meaning of the term;
- 1.1.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day;
- 1.1.9. Words and expressions defined in any clause shall for the purposes of that clause bear the meaning assigned to such words and expressions in that clause.
- 1.1.10. In this agreement the word "**agreement**" refers to this agreement and the word "**clause**" or "**clauses**" refers to clause to this agreement.


  
D.N.S.  
  
  
  
V.C. Forman



## 2. RECITALS:

- 2.1 The Trade Unions and Employer's Organisations engaged one another in an attempt to agree on matters of mutual interest for the 2018/2023 negotiations.
- 2.2 The parties have reached agreement on the specific conditions upon which the dispute is to be settled.
- 2.3 The parties wish to record in writing the terms and conditions applicable to all within the industry.

## 3. SETTLEMENT PAYMENT:-

- 3.1 The parties have agreed to a five (5) year agreement in terms of any matters of mutual interest that may arise within the industry.
- 3.2 Employees shall receive an increase as per Annexure "1" and Annexure "2" (*special function casual employees*) for the 2018/2019 year.
- 3.3 The implementation date for the wage increment shall be on 1 May 2018 and thereafter on 1 May of each following year, for the five year duration of this agreement.
- 3.4 As for the second to fifth year increments, employees shall receive the greater of, either 7% or CPI + 1%.
- 3.5 Clause 5.3 of the Consolidated Main Agreement (Page 39) shall be amended to read: "*for purpose of this clause the contract of employment of an employee, other than a casual employee, and a special function casual employee, shall be on a weekly and, save as provided in clause 6(9), an employee shall be paid in respect of a week not less than 30 hours per week or 130*"

  
S. S. S.  
K. C.  
T. M. M.

hours per month, provided that an employee agrees to work less than 45 hours p/w."

- 3.6 Commission workers to receive a funeral benefit, with both parties contributing in equal portions to the monthly contribution in the amount of R12-50 each. The first payment to be made and for the benefit to commence on 1 May 2018.
- 3.7 Commission workers working a minimum of 130 hours p/m and for a minimum period of 2 years and longer with a specific employer, shall be eligible to join the Provident Fund.
- 3.8 All employees to work a guaranteed minimum of 130 hours per month or 30 hours per week.
- 3.9 Employees to receive a transport allowance of R200 for work done after 22:30.
- 3.10 Clause 5(8)(A)(i) and (ii) to be amended to read as follows: "An employer other than a small employer shall pay an employee other than a part-time, casual, special function and commission workers the following as an annual bonus, payable during December:
- i). three weeks wages for three years of completed service;
  - ii). four weeks wages, for four or more years of completed service.
- 3.11 Clause 8(3) to be amended: Laundry allowance of R100 per month or R23.08 per week for each employee.
- 3.12 Overtime to be paid in accordance with section 10 of the BCEA.
- 3.13 Inquiry by an arbitrator for parties to the Bargaining Council for the Restaurant, Catering and Allied Trades to be free of charge, provided that the Inquiry takes place at the premises of the

*Handwritten signatures and initials:*  
A  
N.S.C.  
N.C. v.c  
T. Morgan

*Handwritten initials:*  
M  
R

Council. Should the Inquiry take place at the premises of the employer, the employer shall bear the costs of the arbitrator.

**4. DATE OF IMPLEMENTATION:-**

- 4.1 All payments / increases to commence on 1 May 2018.
- 4.2 Monthly payments to be made on the 1<sup>st</sup> of every month thereafter and annual payments / increases to take effect on the 1 May of every following year during the five (5) year duration of this agreement.

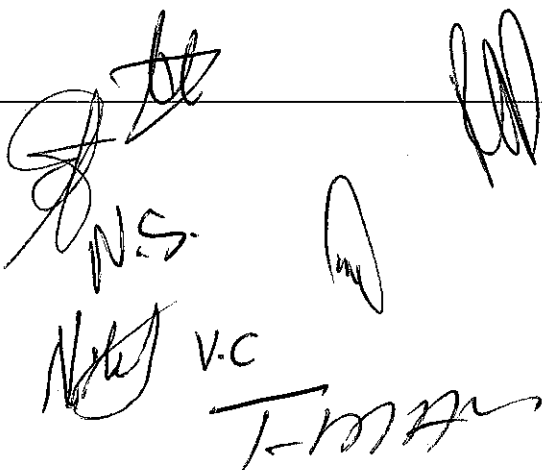
**5. FULL AND FINAL SETTLEMENT:-**

- 5.1 This agreement is being concluded by the parties in full and final settlement of any matters of mutual interest for the 2018/2019 negotiations and for a period of 5 years thereafter.

**6. APPLICABLE LAW AND JURISDICTION**

- 6.1 This agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

THUS DONE AND SIGNED ON THIS 5<sup>th</sup> DAY OF DECEMBER 2017 AT  
JOHANNESBURG.

Handwritten signatures and initials, including 'N.S.', 'V.C.', and 'T.M.A.'.

For and on behalf of the

For and on behalf of the

**Employers**

**Employees**

Name: CATRA

Name: SACCAWU

Designation: President

Designation: Union Representative

Signature: 

Signature: 

Name: GEO

Name: SACCAWU

Designation: 

Designation: UNION REPRESENTATIVE

Signature: 

Signature: 

Name: \_\_\_\_\_

Name: FOSAWU

Designation: \_\_\_\_\_

Designation: Union Representative

Signature: \_\_\_\_\_

Signature: 

Name: \_\_\_\_\_

Name: SOWU

Designation: \_\_\_\_\_

Designation: UNION REPRESENTATIVE

Signature: \_\_\_\_\_

Signature: 

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: FAWY (VYKA CHANCO)

Designation: UNION REPRESENTATIVE

Signature: \_\_\_\_\_

Name: EDWIN MASIA HOTELICCA

Designation: UNION REP

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_



ANNEXURE 1

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

Category Class	Current	From 01/05/2018 to 30/04/2019	From 01/05/2019 To 30/04/2020	From 01/05/2020 To 30/04/2021	From 01/05/2021 To 30/04/2022	From 01/05/2022 And Thereafter
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
CHEF/MANAGER	35.17	37.28	39.52	41.89	44.40	47.07
ASSISTANT MANAGER	24.68	26.16	27.37	29.40	31.16	33.03
BARTENDER CASHIER CLERK, SECURITY GUARD, SUPERVISOR	21.93	23.25	24.64	26.12	27.69	29.35
ASST BARTENDER/CASHIER	19.21	20.55	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
HCOOK/WAITER/HWINE STEWARD MAN. TRAINEE/RECEPTIONIST	18.98	20.55	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
KITCHEN SUPERVISOR	17.52	20.55	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
COUNTER ASST/PART - TIME DRIVER/WAITER/WINE STEWARD	17.11	20.50	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
EMP. NOT SPECIFIED ELSWHERRE	16.98	20.50	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
MOTOR VEHICLE DRIVER (S) (A)EXTRA HEAVY	19.90	21.10	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
(B) HEAVY	19.22	20.57	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
(C)LIGHT	16.82	20.50	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
BAKER/COOK	17.13	20.50	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
CATERING ASST/DELEMP/GENERAL ASSISTANT	17.55	20.50	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%
WATCHMAN	17.55	20.50	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%	Previous minimum wage +the greater of CPI* + 1% or 7%

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

The CPI to be utilised is the CPI (excluding Owner's Equivalent Rent) as made available by statistics South Africa six weeks prior to the annual wage increase.

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 J.N.S. A  
 (M)  
 T-MAN  
 K.C. M

**ANNEXURE 2**

**CLAUSE 5. WAGES**

Clause 5 (e), Special – function-casual employees

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

	Current	From 01/05/2018 To 30/04/2019	From 01/05/2019 To 30/04/2020	From 01/05/2020 To 30/04/2021	From 01/05/2021 To 30/04/2022	From 01/05/2022 And Thereafter
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
General assistant	15.00	20.00	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Catering assistant	16.00	20.00	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Cook/Baker	16.00	20.00	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Counter assistant	16.00	20.00	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Waiter/Wine Steward	16.00	20.00	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Assistant Bartender	17.00	20.00	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Driver	18.00	20.00	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Bartender	20.00	21.40	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Clerk/Cashier	20.00	21.40	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Head cook	20.00	21.40	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Staff Supervisor	22.00	23.50	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%	Previous minimum wage + CPI* + 1%
Provided that if the prescribed minimum hourly wage above, is less than the hourly wage prescribed by the National Minimum Wage Act, promulgated by the Minister of Labour, it shall automatically be increased to be the same as the minimum wage prescribed by the National Minimum Wage Act.						
The CPI to be utilised is the CPI (excluding Owner's Equivalent Rent) as made available by statistics South Africa six weeks prior to the annual wage increase.						

*J.M.S.*

*[Signature]*

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*T.M.A.*

*Vc*