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REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Regulation Gazette

No. 10795

Regulasiekoerant

Vol. 631

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Closing times for **ORDINARY WEEKLY** **REGULATION GAZETTE** **2018**

*The closing time is **15:00** sharp on the following days:*

- **28 December 2017**, Thursday for the issue of Friday **05 January 2018**
- **05 January**, Friday for the issue of Friday **12 January 2018**
- **12 January**, Friday for the issue of Friday **19 January 2018**
- **19 January**, Friday for the issue of Friday **26 January 2018**
- **26 January**, Friday for the issue of Friday **02 February 2018**
- **02 February**, Friday for the issue of Friday **09 February 2018**
- **09 February**, Friday for the issue of Friday **16 February 2018**
- **16 February**, Friday for the issue of Friday **23 February 2018**
- **23 February**, Friday for the issue of Friday **02 March 2018**
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- **15 March**, Thursday for the issue of Friday **23 March 2018**
- **22 March**, Thursday for the issue of Thursday **29 March 2018**
- **28 March**, Wednesday for the issue of Friday **06 April 2018**
- **06 April**, Friday for the issue of Friday **13 April 2018**
- **13 April**, Friday for the issue of Friday **20 April 2018**
- **19 April**, Thursday for the issue of Thursday **26 April 2018**
- **25 April**, Wednesday for the issue of Friday **04 May 2018**
- **04 May**, Friday for the issue of Friday **11 May 2018**
- **11 May**, Friday for the issue of Friday **18 May 2018**
- **18 May**, Friday for the issue of Friday **25 May 2018**
- **25 May**, Friday for the issue of Friday **01 June 2018**
- **01 June**, Friday for the issue of Friday **08 June 2018**
- **08 June**, Friday for the issue of Friday **15 June 2018**
- **15 June**, Friday for the issue of Friday **22 June 2018**
- **22 June**, Friday for the issue of Friday **29 June 2018**
- **29 June**, Friday for the issue of Friday **06 July 2018**
- **06 July**, Friday for the issue of Friday **13 July 2018**
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- **27 July**, Friday for the issue of Friday **03 August 2018**
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- **10 August**, Friday for the issue of Friday **17 August 2018**
- **17 August**, Friday for the issue of Friday **24 August 2018**
- **24 August**, Friday for the issue of Friday **31 August 2018**
- **31 August**, Friday for the issue of Friday **07 September 2018**
- **07 September**, Friday for the issue of Friday **14 September 2018**
- **14 September**, Friday for the issue of Friday **21 September 2018**
- **20 September**, Thursday for the issue of Friday **28 September 2018**
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- **12 October**, Friday for the issue of Friday **19 October 2018**
- **19 October**, Friday for the issue of Friday **26 October 2018**
- **26 October**, Friday for the issue of Friday **02 November 2018**
- **02 November**, Friday for the issue of Friday **09 November 2018**
- **09 November**, Friday for the issue of Friday **16 November 2018**
- **16 November**, Friday for the issue of Friday **23 November 2018**
- **23 November**, Friday for the issue of Friday **30 November 2018**
- **30 November**, Friday for the issue of Friday **07 December 2018**
- **07 December**, Friday for the issue of Friday **14 December 2018**
- **13 December**, Thursday for the issue of Friday **21 December 2018**
- **19 December**, Wednesday for the issue of Friday **28 December 2018**

LIST OF TARIFF RATES FOR PUBLICATION OF NOTICES

COMMENCEMENT: 1 APRIL 2016

NATIONAL AND PROVINCIAL

Notice sizes for National, Provincial & Tender gazettes 1/4, 2/4, 3/4, 4/4 per page. Notices submitted will be charged at R1000 per full page, pro-rated based on the above categories.

Pricing for National, Provincial - Variable Priced Notices		
Notice Type	Page Space	New Price (R)
Ordinary National, Provincial	1/4 - Quarter Page	250.00
Ordinary National, Provincial	2/4 - Half Page	500.00
Ordinary National, Provincial	3/4 - Three Quarter Page	750.00
Ordinary National, Provincial	4/4 - Full Page	1000.00

EXTRA-ORDINARY

All Extra-ordinary National and Provincial gazette notices are non-standard notices and attract a variable price based on the number of pages submitted.

The pricing structure for National and Provincial notices which are submitted as **Extra ordinary submissions** will be charged at **R3000** per page.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

The **Government Printing Works (GPW)** has established rules for submitting notices in line with its electronic notice processing system, which requires the use of electronic *Adobe Forms*. Please ensure that you adhere to these guidelines when completing and submitting your notice submission.

CLOSING TIMES FOR ACCEPTANCE OF NOTICES

1. The *Government Gazette* and *Government Tender Bulletin* are weekly publications that are published on Fridays and the closing time for the acceptance of notices is strictly applied according to the scheduled time for each gazette.
2. Please refer to the Submission Notice Deadline schedule in the table below. This schedule is also published online on the Government Printing works website www.gpwonline.co.za

All re-submissions will be subject to the standard cut-off times.

All notices received after the closing time will be rejected.

Government Gazette Type	Publication Frequency	Publication Date	Submission Deadline	Cancellations Deadline
National Gazette	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Regulation Gazette	Weekly	Friday	Friday 15h00, to be published the following Friday	Tuesday, 15h00 - 3 days prior to publication
Petrol Price Gazette	As required	First Wednesday of the month	One week before publication	3 days prior to publication
Road Carrier Permits	Weekly	Friday	Thursday 15h00, to be published the following Friday	3 days prior to publication
Unclaimed Monies (justice, labour or lawyers)	January / As required 2 per year	Any	15 January / As required	3 days prior to publication
Parliament (acts, white paper, green paper)	As required	Any		3 days prior to publication
Manuals	As required	Any	None	None
State of Budget (National Treasury)	Monthly	Any	7 days prior to publication	3 days prior to publication
Legal Gazettes A, B and C	Weekly	Friday	One week before publication	Tuesday, 15h00 - 3 days prior to publication
Tender Bulletin	Weekly	Friday	Friday 15h00 for next Friday	Tuesday, 15h00 - 3 days prior to publication
Gauteng	Weekly	Wednesday	Two weeks before publication	3 days after submission deadline
Eastern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
North West	Weekly	Tuesday	One week before publication	3 days prior to publication
KwaZulu-Natal	Weekly	Thursday	One week before publication	3 days prior to publication
Limpopo	Weekly	Friday	One week before publication	3 days prior to publication
Mpumalanga	Weekly	Friday	One week before publication	3 days prior to publication
Gauteng Liquor License Gazette	Monthly	Wednesday before the First Friday of the month	Two weeks before publication	3 days after submission deadline
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
National Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline
Mpumalanga Liquor License Gazette	2 per month	Second & Fourth Friday	One week before	3 days prior to publication

GOVERNMENT PRINTING WORKS - BUSINESS RULES**EXTRAORDINARY GAZETTES**

3. *Extraordinary Gazettes* can have only one publication date. If multiple publications of an *Extraordinary Gazette* are required, a separate Z95/Z95Prov *Adobe* Forms for each publication date must be submitted.

NOTICE SUBMISSION PROCESS

4. Download the latest *Adobe* form, for the relevant notice to be placed, from the **Government Printing Works** website www.gpwonline.co.za.
5. The *Adobe* form needs to be completed electronically using *Adobe Acrobat / Acrobat Reader*. Only electronically completed *Adobe* forms will be accepted. No printed, handwritten and/or scanned *Adobe* forms will be accepted.
6. The completed electronic *Adobe* form has to be submitted via email to submit.egazette@gpw.gov.za. The form needs to be submitted in its original electronic *Adobe* format to enable the system to extract the completed information from the form for placement in the publication.
7. Every notice submitted **must** be accompanied by an official **GPW** quotation. This must be obtained from the *eGazette* Contact Centre.
8. Each notice submission should be sent as a single email. The email **must** contain **all documentation relating to a particular notice submission**.
 - 8.1. Each of the following documents must be attached to the email as a separate attachment:
 - 8.1.1. An electronically completed *Adobe* form, specific to the type of notice that is to be placed.
 - 8.1.1.1. For *National Government Gazette* or *Provincial Gazette* notices, the notices must be accompanied by an electronic Z95 or Z95Prov *Adobe* form
 - 8.1.1.2. The notice content (body copy) **MUST** be a separate attachment.
 - 8.1.2. A copy of the official **Government Printing Works** quotation you received for your notice .
(Please see *Quotation* section below for further details)
 - 8.1.3. A valid and legible Proof of Payment / Purchase Order: **Government Printing Works** account customer must include a copy of their Purchase Order. **Non-Government Printing Works** account customer needs to submit the proof of payment for the notice
 - 8.1.4. Where separate notice content is applicable (Z95, Z95 Prov and TForm 3, it should **also** be attached as a separate attachment. (Please see the *Copy Section* below, for the specifications).
 - 8.1.5. Any additional notice information if applicable.
 9. The electronic *Adobe* form will be taken as the primary source for the notice information to be published. Instructions that are on the email body or covering letter that contradicts the notice form content will not be considered. The information submitted on the electronic *Adobe* form will be published as-is.
 10. To avoid duplicated publication of the same notice and double billing, Please submit your notice **ONLY ONCE**.
 11. Notices brought to **GPW** by "walk-in" customers on electronic media can only be submitted in *Adobe* electronic form format. All "walk-in" customers with notices that are not on electronic *Adobe* forms will be routed to the Contact Centre where they will be assisted to complete the forms in the required format.
 12. Should a customer submit a bulk submission of hard copy notices delivered by a messenger on behalf of any organisation e.g. newspaper publisher, the messenger will be referred back to the sender as the submission does not adhere to the submission rules.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**QUOTATIONS**

13. Quotations are valid until the next tariff change.
 - 13.1. **Take note:** GPW's annual tariff increase takes place on **1 April** therefore any quotations issued, accepted and submitted for publication up to **31 March** will keep the old tariff. For notices to be published from 1 April, a quotation must be obtained from **GPW** with the new tariffs. Where a tariff increase is implemented during the year, **GPW** endeavours to provide customers with 30 days' notice of such changes.
14. Each quotation has a unique number.
15. Form Content notices must be emailed to the eGazette Contact Centre for a quotation.
 - 15.1. The *Adobe* form supplied is uploaded by the Contact Centre Agent and the system automatically calculates the cost of your notice based on the layout/format of the content supplied.
 - 15.2. It is critical that these *Adobe* Forms are completed correctly and adhere to the guidelines as stipulated by **GPW**.
16. **APPLICABLE ONLY TO GPW ACCOUNT HOLDERS:**
 - 16.1. **GPW** Account Customers must provide a valid **GPW** account number to obtain a quotation.
 - 16.2. Accounts for **GPW** account customers **must** be active with sufficient credit to transact with **GPW** to submit notices.
 - 16.2.1. If you are unsure about or need to resolve the status of your account, please contact the **GPW** Finance Department prior to submitting your notices. (If the account status is not resolved prior to submission of your notice, the notice will be failed during the process).
17. **APPLICABLE ONLY TO CASH CUSTOMERS:**
 - 17.1. Cash customers doing **bulk payments** must use a **single email address** in order to use the **same proof of payment** for submitting multiple notices.
18. The responsibility lies with you, the customer, to ensure that the payment made for your notice(s) to be published is sufficient to cover the cost of the notice(s).
19. Each quotation will be associated with one proof of payment / purchase order / cash receipt.
 - 19.1. This means that **the quotation number can only be used once to make a payment.**

GOVERNMENT PRINTING WORKS - BUSINESS RULES**COPY (SEPARATE NOTICE CONTENT DOCUMENT)**

20. Where the copy is part of a separate attachment document for Z95, Z95Prov and TForm03

20.1. Copy of notices must be supplied in a separate document and may not constitute part of any covering letter, purchase order, proof of payment or other attached documents.

The content document should contain only one notice. (You may include the different translations of the same notice in the same document).

- 20.2. The notice should be set on an A4 page, with margins and fonts set as follows:

Page size = A4 Portrait with page margins: Top = 40mm, LH/RH = 16mm, Bottom = 40mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

Page size = A4 Landscape with page margins: Top = 16mm, LH/RH = 40mm, Bottom = 16mm;
Use font size: Arial or Helvetica 10pt with 11pt line spacing;

CANCELLATIONS

21. Cancellation of notice submissions are accepted by **GPW** according to the deadlines stated in the table above in point 2. Non-compliance to these deadlines will result in your request being failed. Please pay special attention to the different deadlines for each gazette. Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.
22. Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant notice reference number (N-) in the email body.

AMENDMENTS TO NOTICES

23. With effect from 01 October 2015, **GPW** will not longer accept amendments to notices. The cancellation process will need to be followed according to the deadline and a new notice submitted thereafter for the next available publication date.

REJECTIONS

24. All notices not meeting the submission rules will be rejected to the customer to be corrected and resubmitted. Assistance will be available through the Contact Centre should help be required when completing the forms. (012-748 6200 or email info.egazette@gpw.gov.za). Reasons for rejections include the following:
- 24.1. Incorrectly completed forms and notices submitted in the wrong format, will be rejected.
- 24.2. Any notice submissions not on the correct *Adobe* electronic form, will be rejected.
- 24.3. Any notice submissions not accompanied by the proof of payment / purchase order will be rejected and the notice will not be processed.
- 24.4. Any submissions or re-submissions that miss the submission cut-off times will be rejected to the customer. The Notice needs to be re-submitted with a new publication date.

GOVERNMENT PRINTING WORKS - BUSINESS RULES**APPROVAL OF NOTICES**

25. Any notices other than legal notices are subject to the approval of the Government Printer, who may refuse acceptance or further publication of any notice.
26. No amendments will be accepted in respect to separate notice content that was sent with a Z95 or Z95Prov notice submissions. The copy of notice in layout format (previously known as proof-out) is only provided where requested, for Advertiser to see the notice in final Gazette layout. Should they find that the information submitted was incorrect, they should request for a notice cancellation and resubmit the corrected notice, subject to standard submission deadlines. The cancellation is also subject to the stages in the publishing process, i.e. If cancellation is received when production (printing process) has commenced, then the notice cannot be cancelled.

GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

27. The Government Printer will assume no liability in respect of—
 - 27.1. any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
 - 27.2. erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
 - 27.3. any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

28. Advertisers will be held liable for any compensation and costs arising from any action which may be instituted against the Government Printer in consequence of the publication of any notice.

CUSTOMER INQUIRIES

Many of our customers request immediate feedback/confirmation of notice placement in the gazette from our Contact Centre once they have submitted their notice – While **GPW** deems it one of their highest priorities and responsibilities to provide customers with this requested feedback and the best service at all times, we are only able to do so once we have started processing your notice submission.

GPW has a 2-working day turnaround time for processing notices received according to the business rules and deadline submissions.

Please keep this in mind when making inquiries about your notice submission at the Contact Centre.

29. Requests for information, quotations and inquiries must be sent to the Contact Centre ONLY.
30. Requests for Quotations (RFQs) should be received by the Contact Centre at least **2 working days** before the submission deadline for that specific publication.

GOVERNMENT PRINTING WORKS - BUSINESS RULES

PAYMENT OF COST

31. The Request for Quotation for placement of the notice should be sent to the Gazette Contact Centre as indicated above, prior to submission of notice for advertising.
32. Payment should then be made, or Purchase Order prepared based on the received quotation, prior to the submission of the notice for advertising as these documents i.e. proof of payment or Purchase order will be required as part of the notice submission, as indicated earlier.
33. Every proof of payment must have a valid **GPW** quotation number as a reference on the proof of payment document.
34. Where there is any doubt about the cost of publication of a notice, and in the case of copy, an enquiry, accompanied by the relevant copy, should be addressed to the Gazette Contact Centre, **Government Printing Works**, Private Bag X85, Pretoria, 0001 email: info.egazette@gpw.gov.za before publication.
35. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and future notice(s) will not be published until such time as the full cost of such publication has been duly paid in cash or electronic funds transfer into the **Government Printing Works** banking account.
36. In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the **Government Printing Works**.
37. The **Government Printing Works** reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the List of Fixed Tariff Rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

PROOF OF PUBLICATION

38. Copies of any of the *Government Gazette* or *Provincial Gazette* can be downloaded from the **Government Printing Works** website www.gpwonline.co.za free of charge, should a proof of publication be required.
39. Printed copies may be ordered from the Publications department at the ruling price. The **Government Printing Works** will assume no liability for any failure to post or for any delay in despatching of such *Government Gazette(s)*.

GOVERNMENT PRINTING WORKS CONTACT INFORMATION

Physical Address:

Government Printing Works

149 Bosman Street

Pretoria

Postal Address:

Private Bag X85

Pretoria

0001

GPW Banking Details:

Bank: ABSA Bosman Street

Account No.: 405 7114 016

Branch Code: 632-005

For Gazette and Notice submissions: Gazette Submissions:

For queries and quotations, contact: Gazette Contact Centre:

E-mail: submit.egazette@gpw.gov.za

E-mail: info.egazette@gpw.gov.za

Tel: 012-748 6200

Contact person for subscribers: Mrs M. Toka:

E-mail: subscriptions@gpw.gov.za

Tel: 012-748-6066 / 6060 / 6058

Fax: 012-323-9574

GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

NO. R. 9

05 JANUARY 2018

LABOUR RELATIONS ACT, 1995

BARGAINING COUNCIL FOR THE FISHING INDUSTRY: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING AGREEMENT

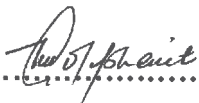
I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Fishing Industry**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication and for the period ending 31 August 2019.


.....**M N OLIPHANT, MP****MINISTER OF LABOUR**DATE: *08/12/2017*.....

UMNYANGO WEZABASEBENZI**UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**

**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI
NABASEBENZI BEMBONI YOKUDOBA: UKWELULELWA
KWESIVUMELWANO SABAQASHI NABASEBENZI ESIYINGQIKITHI
ESICHIBIYELAYO SELULELWA KULABO ABANGEYONA INGXENYE
YASO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa eMkhandlwini Wokuxoxisana Phakathi Kwabaqashi Nabasebenzi Embonini Yokudoba, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyoMboni, kusukela ngoMsombuluko wesibili emva kokushicilelwa kwalesiSaziso futhi kuze kube isikhathi esiphela mhlaka 31 kuNcwaba 2019.

.....
.....
M N OLIPHANT, MP
UNGQONGQOSHE WEZABASEBENZI
USUKU: 08/12/2017.....

SCHEDULE**BARGAINING COUNCIL FOR THE FISHING INDUSTRY****AMENDMENT OF THE MAIN COLLECTIVE AGREEMENT****SECTION 1: GENERAL****PART A: INTRODUCTION****1. CLAUSE 1: PARTIES TO THE AGREEMENT**

In accordance with the provisions of the Labour Relations Act, 1995, this Agreement is made and entered into between the

South African Fishing Industry Employers Organisation (SAFIEO)

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

And the

Trawler & Line Fishermen's Union (TALFU)

National Certificated Fishing and Allied Workers Union (NCFAWU)

Food and Allied Workers Union (FAWU)

(Hereinafter referred to as "the employees" or "the trade unions"), of the other part, being parties to the Bargaining Council for the Fishing Industry (hereinafter referred to as the "Council") to amend the Collective Agreement published under Government Notice No. R.587 of 27 July 2012.

2. CLAUSE 2: PURPOSE OF THE AGREEMENT

This agreement aims to advance economic development and social justice by fulfilling the primary objects by giving effect to, and regulate the right to fair labour practices conferred by section 23 of the Constitution of South Africa 1996, by establishing and enforcing basic conditions of employment in the scope of the Council for employees employed on the vessels at sea, excluded from the Basis Conditions of Employment Act.

PART B: APPLICATION**3. CLAUSE 3: SCOPE OF APPLICATION**

3.1. This agreement applies to all Employers and/or Employees within the Republic of South Africa, who are members of any of the parties to this agreement and who are employed in the:-

- 3.1.1.** Hake Deep-sea Bottom Trawl Sector;
- 3.1.2.** Hake Inshore Bottom Trawl Sector; and
- 3.1.3.** Horse Mackerel Mid-Water Trawl Sector.

3.2. On extension of this agreement to non-parties by the Minister, any employer may apply to the Bargaining Council's Executive Committee for exemption from the terms of this collective agreement in terms of clause 37 of the Council's Main Agreement.

4. CLAUSE 4: PERIOD OF OPERATION

The terms and conditions set out herein shall come into operation:

- 4.1. In respect of the parties as agreed and shall remain in force until cancelled by the parties to this Agreement; and
- 4.2. In respect of non-parties to the Agreement as from the date determined by the Minister until 31 August 2019.

SECTION II: CORE RIGHTS**PART D: REMUNERATION****5. CLAUSE 9: MINIMUM REMUNERATION**

- 9.1. It is agreed by the parties that actual Remuneration rates be increased by the percentage indicated in the respective chamber agreements as well as the minimum remuneration rates, as reflected in the new minimum rates scheduled attached:
 - 9.1.1. Annexure "A" – Hake Deep-sea Bottom Trawl Sector
 - 9.1.2. Annexure "B" – Hake Inshore Bottom Trawl Sector
 - 9.1.3. Annexure "C" - Horse Mackerel Mid-Water Trawl Sector
- 9.2. No Employee shall be paid less than the minimum Remuneration prescribed in the respective chamber agreements attached for any Employee's relevant rank after incorporation of the increase referred to in paragraph 9.1 above.
- 9.3. Subject to paragraph 9.2 above, some ranks are excluded from having a prescribed minimum Remuneration and marked "Unprescribed", as the rate of remuneration for such rank normally exceeds an annual income level of one hundred forty nine thousand seven hundred and thirty six rand (R 149 736-00).
- 9.4. The prescribed minimum Remuneration schedule per chamber setting out the minimum rates of pay per Working Day for each rank that shall be effective from the date that this agreement comes into force.
- 9.5. Should the Employer require an Employee to work for five (5) days or more in a rank which has a higher Remuneration as prescribed for the rank that the Employee holds, the Employer shall pay that Employee at the higher Remuneration for the full period the Employee worked in the higher rank: Provided such change in rank is authorised by the Skipper and logged as such.
- 9.6. A temporary Employee shall be paid at the rate for the rank the Employee holds contained in the Remuneration schedule for the specific sector in which the Employee is employed.

SECTION III: REGULATION OF AGREEMENT**PART K: MONITOR AND ENFORCEMENT****6. CLAUSE 10: 36. ADMINISTRATION****36. ADMINISTRATION**

36.1. Each Employer shall deduct an amount of fifteen rand (R 15 - 00) per month from the Remuneration of each Employee as agreed by the Council and as determined by the Minister in terms of clause 4.2.for the non-parties.

ANNEXURE A: DEEP-SEA BOTTOM TRAWL SECTOR CHAMBER

A1. MINIMUM DEEP-SEA REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven percent 8%(eight) percent as from 01 July 2017 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. (**Year One**)
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Able Seaman	R 232.69	R 1-95	8.1.	
Assistant Factory Manager	R 251.80	R 1-95	8.13	Factory Manager - Assisting
Assistant Marine Engineer	R 237.89	R 1-95	8.28	Marine Engineer-Assisting
Bosun	R 253.79	R 1-95	8.2	
Charge Hand	R 218.35	R 1-95	8.3	
Cook	R 298.57	R 1-95	8.4	
Cook – First	R 346.06	R 1-95	8.5	
Cook – Second	R 253.79	R 1-95	8.6	
Deck Hand	R 218.35	R 1-95	8.9	
Factory Manager	R 325.00	R 1-95	8.12	
Fishmeal Operator	R 274.53	R 1-95	8.18	
Galley Hand	R 201.11	R 1-95	8.23	
Greaser	R 245.89	R 1-95	8.19	
Greaser – M3	R 258.91	R 1-95	8.20	
Greaser – M4	R 252.10	R 1-95	8.21	
Lifeboat man (PISC)	R 218.35	R 1-95	8.25	
Spare Hand	R 201.11	R 1-95	8.35	

A.2. MINIMUM DEEP-SEA REST PERIODS

The Employer shall provide an Employee with at least ten (10) hours of rest per Day of which at least six (6) hours of the ten (10) hours shall be continuous uninterrupted rest when the Employee is employed in the Deep-sea Bottom Trawl Sector.

ANNEXURE A: DEEP-SEA BOTTOM TRAWL SECTOR CHAMBER

A1. MINIMUM DEEP-SEA REMUNERATION

- Actual Remuneration rates shall be increased by at least seven percent 7%(seven) percent as from 01 July 2018 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. (**Year Two**)
- The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Able Seaman	R 248.98	R 1-95	8.1.	
Assistant Factory Manager	R 269.42	R 1-95	8.13	Factory Manager - Assisting
Assistant Marine Engineer	R 254.54	R 1-95	8.28	Marine Engineer-Assisting
Bosun	R 271.56	R 1-95	8.2	
Charge Hand	R 233.63	R 1-95	8.3	
Cook	R 319.47	R 1-95	8.4	
Cook – First	R 370.28	R 1-95	8.5	
Cook – Second	R 271.56	R 1-95	8.6	
Deck Hand	R 233.63	R 1-95	8.9	
Factory Manager	R 347.75	R 1-95	8.12	
Fishmeal Operator	R 293.74	R 1-95	8.18	
Galley Hand	R 215.19	R 1-95	8.23	
Greaser	R 263.10	R 1-95	8.19	
Greaser – M3	R 277.03	R 1-95	8.20	
Greaser – M4	R 269.74	R 1-95	8.21	
Lifeboat man (PISC)	R 233.63	R 1-95	8.25	
Spare Hand	R 215.19	R 1-95	8.35	

A.2. MINIMUM DEEP-SEA REST PERIODS

The Employer shall provide an Employee with at least ten (10) hours of rest per Day of which at least six (6) hours of the ten (10) hours shall be continuous uninterrupted rest when the Employee is employed in the Deep-sea Bottom Trawl Sector.

ANNEXURE B: INSHORE BOTTOM TRAWL SECTOR CHAMBER

B.1. MINIMUM INSHORE REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven percent (7%) as from 01 August 2017 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties.
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Able Seaman	R 205.00	R 1-95	8.1	
Assistant Marine Engineer	R 226.64	R 1-95	8.28	Marine Engineer-Assisting
Bosun	R 199.95	R 1-95	8.2	
Chief Engineer	R 346.61	R 1-95	8.27	
Cook	R 173.03	R 1-95	8.4	
Deck Hand	R 199.95	R 1-95	8.9	
Driver	R 199.95	R 1-95	8.10	
Spare Hand	R 160.13	R 1-95	8.35	

ANNEXURE C: MID-WATER TRAWL SECTOR CHAMBER

C. MINIMUM MID-WATER REMUNERATION

1. Actual Remuneration rates shall be increased by at least seven percent 7%(seven) percent as from 01 August 2017 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. (Year One)
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Deck Category 2 Seaman	R 241.00	R 1-95	8.1	Able Seaman
Factory Manager - Assisting	R 292.07	R 1-95	8.13	
Marine Engineer Second	R 2,084.71	R 1-95	8.28	Marine Engineer-Assisting
Cook Chief	R 928.84	R 1-95	8.4	Cook
Cook – Second	R 833.88	R 1-95	8.6	
Cook- Relief Second Cook	R 292.30	R 1-95	8.8	Cook-Relief
Cook – Third	R 218.80	R 1-95	8.7	
Deck Cadet	R 292.30	R 1-95	8.9	Deck Hand
Factory Production Supervisor	R 241.00	R 1-95	8.3	Charge Hand
Housekeeping- Laundress	R 218.80	R 1-95	8.24	
Catering Chief Stewardess	R 218.80	R 1-95	8.26	Housekeeping-Chief Stewardess
Catering Steward	R 218.80	R 1-95	8.23	Housekeeping-Galley Hand
Factory Hand	R225.69	R 1-95	8.11	
Factory Manager	R 370.28	R 1-95	8.12	
Fishmeal Operator	R 292.30	R 1-95	8.19	Greaser
Trainee Motorman	R402.48	R 1-95	8.22	Greaser-Trainee
Factory Motorman	R 568.56	R 1-95	8.19	Greaser
Factory Holdman	R 228.06	R 1-95	8.16	FishHold Hand
Factory Senior Holdman	R 206.85	R 1-95	8.17	FishHold Hand-Senior
Engineer Factory Mechanic	R 302.28	R 1-95	8.29	Marine Engineer-Mechanic
Trainee Factory Hand	R 174.29	R 1-95	8.35	Spare Hand

ANNEXURE C: MID-WATER TRAWL SECTOR CHAMBER

D. MINIMUM MID-WATER REMUNERATION



1. Actual Remuneration rates shall be increased by at least seven percent 8%(eight) percent as from 01 August 2018 for the parties to the Agreement and from the date as determined by the Minister in terms of clause 4.2. for non-parties. **(Year Two)**
2. The following minimum Remuneration schedule sets out the increased minimum rates of pay per Working Day for each rank that shall be effective from the dates indicated

EMPLOYEE RANK TERMINOLOGY OF SECTOR	MINIMUM REMUNERATION PER WORKING DAY	PROTECTIVE CLOTHING (GEAR) ALLOWANCE	STANDARD RANKS DEFINITIONS (SEE CLAUSE 8 OF THE MAIN AGREEMENT)	
Deck Category 2 Seaman	R 260.28	R 1-95	8.1	Able Seaman
Factory Manager - Assisting	R315.43	R 1-95	8.13	
Marine Engineer Second	R 2251.49	R 1-95	8.28	Marine Engineer-Assisting
Cook Chief	R 1003.14	R 1-95	8.4	Cook
Cook – Second	R 900.59	R 1-95	8.6	
Cook- Relief Second Cook	R 315.68	R 1-95	8.8	Cook-Relief
Cook – Third	R 236.30	R 1-95	8.7	
Deck Cadet	R 315.68	R 1-95	8.9	Deck Hand
Factory Production Supervisor	R260.28	R 1-95	8.3	Charge Hand
Housekeeping- Laundress	R 236.30	R 1-95	8.24	
Catering Chief Stewardess	R 236.30	R 1-95	8.26	Housekeeping-Chief Stewardess
Catering Steward	R236.30	R 1-95	8.23	Housekeeping-Galley Hand
Factory Hand	R243.74	R 1-95	8.11	
Factory Manager	R 399.90	R 1-95	8.12	
Fishmeal Operator	R 315.68	R 1-95	8.19	Greaser
Trainee Motorman	R434.68	R 1-95	8.22	Greaser-Trainee
Factory Motorman	R 614.04	R 1-95	8.19	Greaser
Factory Holdman	R 246.30	R 1-95	8.16	FishHold Hand
Factory Senior Holdman	R 223.40	R 1-95	8.17	FishHold Hand-Senior
Engineer Factory Mechanic	R 326.46	R 1-95	8.29	Marine Engineer-Mechanic
Trainee Factory Hand	R 188.23	R 1-95	8.35	Spare Hand


SECTION IV: CONSENSUS

Through application of signature hereof the parties to the respective chambers of the Bargaining Council for the Fishing Industry (in alphabetical order), confirm their acceptance of the terms and conditions contained herein:

43. DEEP- SEA TRAWL CHAMBER:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS <u>15</u> DAY OF <u>OCTOBER</u> 2017	
<u>Ronald D. Belf</u> DULY AUTHORISED THERETO FOR AND ON BEHALF OF THE TALFU	 SIGNATURE:
WITNESS: 	WITNESS:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS <u>17</u> DAY OF <u>OCTOBER</u> 2017	
<u>NDANELE TLELA</u> DULY AUTHORISED THERETO FOR AND ON BEHALF OF THE FAWU	<u>D. ZUBA</u> SIGNATURE:
WITNESS:	WITNESS:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS <u>16</u> DAY OF <u>OCTOBER</u> 2017	
<u>STUART NHLADO</u> DULY AUTHORISED THERETO FOR AND ON BEHALF OF THE NCFWU	 SIGNATURE:
WITNESS:	WITNESS:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 15 DAY OF OCTOBER 2017

INNOCENT DWAYI
DULY AUTHORISED THERETO FOR AND
ON BEHALF OF SAFEO

SIGNATURE:

WITNESS

WITNESS

44. INSHORE BOTTOM TRAWL CHAMBER:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 15 DAY OF OCTOBER 2017

Ronald D. Gelf
DULY AUTHORISED THERETO FOR AND
ON BEHALF OF THE TALFU

SIGNATURE:

WITNESS:

WITNESS:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 15 DAY OF OCTOBER 2017

DEON DERS
DULY AUTHORISED THERETO FOR AND
ON BEHALF OF SAFEO

SIGNATURE:

WITNESS:

WITNESS:

45. MID-WATER BOTTOM TRAWL CHAMBER:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 17... DAY OF OCTOBER 2017

NDANELE TLELA
DULY AUTHORISED THERETO FOR AND
ON BEHALF OF THE FAWU


SIGNATURE:

WITNESS:

WITNESS:

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 17... DAY OF OCTOBER 2017

ZANE BLAAGUN
DULY AUTHORISED THERETO FOR AND
ON BEHALF OF SAFEO


SIGNATURE:

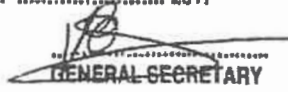

WITNESS


WITNESS

FOR DEEP-SEA, INSHORE AND MID-WATER CHAMBERS

SIGNED AND AGREED TO IN CAPE TOWN ON THIS 17... DAY OF OCTOBER 2017

VICTORIA HANMER
DULY AUTHORISED THERETO FOR AND
ON BEHALF OF THE BARGAINING COUNCIL


GENERAL SECRETARY

WITNESS:

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