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Regulation Gazette

No. 10978

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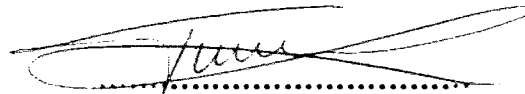
DEPARTMENT OF LABOUR

NO. R. 1101

23 AUGUST 2019

LABOUR RELATIONS ACT, 1995**STATUTORY COUNCIL FOR THE SQUID AND RELATED FISHERIES OF SOUTH AFRICA: EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AGREEMENT**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and 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 **Statutory Council for the Squid and Related Fisheries of South Africa**, 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 December 2030.

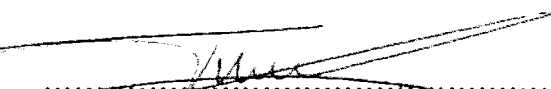
**T W NXESI, MP****MINISTER OF EMPLOYMENT AND LABOUR**

2019 -08- 0 8

DATE:

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA 1995
STATUTORY COUNCIL FOR THE SQUID AND RELATED FISHERIES OF SOUTH
AFRICA: UKWELULWA KWESIVUMELWANO SABAQASHI NABASEBENZI
ESIYINGQIKITHI SELULELWA KULABO ABANGEYONA INGXE NYE YASO

Mina, **THEMBELANI WALTERMADE NXESI**, uNgqongqoshe Wezemisebenzi NezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka 1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa kwi **Statutory Council for the Squid and Related Fisheries of South Africa**, 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 kuZibandlela 2030.


.....
TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

2019 -08- 0 8

USUKU:

SCHEDULE:

In the Statutory Council for the Squid and Related Fisheries of South Africa.

Collective Agreement on the Minimum Conditions of Employment.

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

the United Democratic Food and Combined Workers Union (UDF&CWU)

and

the Food and Allied Workers Union (FAWU)

hereinafter referred to as the "employees" or "trade unions" on the one part

and

the Small Employers Association in the Squid Industry (SEASI)

hereinafter referred to as the "employers" or the "employers' organisation" of the other part

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

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1. APPLICATION

1.1. SCOPE OF APPLICATION

The terms of this agreement shall be observed by –

1.1.1. all Squid Fishing Rights Holders and/or

1.1.2. all Squid Fishing Vessel Owners and/or

1.1.3. all employers / business enterprises and

1.1.4. all sea-going employees and

1.1.5. all land based administration, maintenance and factory employees;

who are involved in any way or means in or with the Squid Fishing and / or Related Industries of South Africa.

1.2. EFFECTIVE DATE OF AGREEMENT

This agreement shall come into operation;

1.2.1. in respect of employers who are members of an employer's association or organisation and employees who are members of a trade union, on the date as per the attestation below and

1.2.2. in respect of all non-represented employers and employees, on such date as determined by the Honourable Minister of Labour of South Africa and

1.3. AMENDMENTS TO AGREEMENT

This Agreement may be amended from time to time, as may be warranted and agreed upon by the parties to this agreement. Any amendment will only become effective on non-party employers and employees, upon the date declared by the Honourable Minister of Labour.

2. PROVIDENT FUND

2.1. OBJECTS OF FUND

The objects of the provident fund shall not be less than –

2.1.1. To provide a retirement savings plan for its members,

2.1.2. To provide a life and disability benefit for its members,

2.1.3. To provide an income replacement plan for its members; and

2.1.4. To provide funeral benefits for its members and their immediate family members, as per the rules of the fund.


2.2. MEMBERSHIP, MONTHLY CONTRIBUTIONS, ANNUAL INCREASE IN MONTHLY CONTRIBUTIONS AND PAYMENT OF MONTHLY CONTRIBUTIONS DURING OFFICIAL CLOSED SEASON MONTHS FOR SQUID FISHING.

2.2.1. MEMBERSHIP

2.2.1.1. Membership to the provident fund shall be compulsory in respect of all employers and employees in the Squid Fishing and Related Industries of South Africa.

2.2.1.2. Only a duly registered, accredited and Council approved service provider, which complies with the objects of the fund as per 2.1. above shall be considered to provide a provident fund service to the fishermen / employees in the Squid Industry.

2.2.1.3. Each member shall be issued with certificated proof that he is a member of a provident fund and shall be entitled to receive an annual statement of his benefits.

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2.2.2. MONTHLY CONTRIBUTIONS

- 2.2.2.1. The minimum monthly contribution to the provident fund per member / employee shall not be less than R 340,00 per employee per month.
- 2.2.2.2. An employer shall contribute 50% and an employee shall contribute 50% of the monthly provident fund contribution due by a member.

2.2.3. ANNUAL INCREASE IN MONTHLY CONTRIBUTIONS

- 2.2.3.1. The monthly provident fund contribution shall be increased annually on the effective date of 01 December every year, by an agreed upon percentage which shall be determined by the parties to this agreement, but shall not be less than the annual Consumer Price Index (CPI) as determined on a year upon year basis each year.

2.2.4. PAYMENT OF MONTHLY CONTRIBUTIONS DURING OFFICIAL CLOSED SEASON MONTHS FOR SQUID FISHING.

- 2.2.4.1. To ensure continuation of full and all, provident fund benefits entitled to an employee during the Official Closed Season Months (OCSM) every year, during which months no Squid fishing is allowed, every employer shall:
- 2.2.4.1.1. Deduct the employee's total monthly contributions in respect of the employee's provident fund contributions due and payable during the OCSM, during the month (or months) immediately preceding / leading up to the months of OCSM, from an employee's earnings.
- 2.2.4.1.2. The deductions thus made in respect of the employee's provident fund contributions, due during the OCSM, shall together with the employer's portion to the provident fund contribution, be paid over by the employer, on a monthly basis during the OCSM, by the employer to the provident fund service provider.

EXAMPLE: Assuming OCSM during April, May and June of a year:

- a) an employer shall in respect of all his employees, deduct an amount equal to the monthly amount payable to the provident fund by an employee during the OCSM (it being 50% of the total monthly amount) from an employee's earnings at the end of the months prior to or leading up to the OCSM, in this example these months being the end of December and/or January and/or February and/or March.
- b) an employer shall proceed to pay to the service provider, the full monthly contributions (the employee's portion deducted as described in (a) above well as the employer's portion) due to the provident fund, on behalf of an employee, on a monthly basis, for the period of the OCSM.

- 2.2.4.1.3. The council shall not be held responsible for any –
- 2.2.4.1.4. contributions deducted and any contributions made or due by and employer or employee, which are not paid to the provident fund,
- 2.2.4.1.5. claims in respect of any benefit, that may arise by an employee who is or, an employee who is not a member, of the provident fund and

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2.3. ENFORCEMENT AND COMPLIANCE

The Council will be responsible for enforcement and compliance of all employers and employees regarding membership and monthly contributions to the provident fund.

3. EMPLOYERS' OBLIGATIONS

3.1. COMPENSATION FOR FISHING DUTIES

It is acknowledged that compensation for Squid Fishing duties shall be in accordance with the Collective Agreement on the Minimum Wage which was concluded between the Trade Unions and the Employer's Association and which may be renegotiated on an annual basis during March every year.

3.2. COMPENSATION FOR NON-FISHING RELATED DUTIES

It is acknowledged that allowances for non-fishing duties, such as the Freezer Men, Anchor Men and Cook, as well as compensation for the glazing of Squid, the packing of Squid into freezer pans, the packing of frozen Squid into freezer bags, offloading of the fishing vessel in Port cleaning of the fishing vessel and executing any other reasonable task which may be issued by the employer or the employer's representative, shall be in compliance with terms and conditions of the Collective Agreement on Minimum Wage which was concluded between the Trade Unions and the Employer's Association.

3.3. ANNUAL LEAVE PAY

An employee involved in the catching of Squid, shall be entitled to receive an annual bonus during the annual year-end closed season for Squid fishing, as per the Collective Agreement on Minimum Wage which was concluded between the Trade Unions and the Employer's Association.

3.4. ALLOTMENTS


The employers agree that an allotment may be made in respect of an employee request an allotment, to a person or persons as may be designated by an employee, should such an allotment be deemed necessary. An allotment made, shall be repaid to the employer by the employee at a mutually agreed upon repayment schedule, so as not to inflict financial hardship upon either party.

3.5. REPATRIATION

An employer shall make adequate provision to transport an employee to the fishing vessel's return port should it be deemed necessary that an employee is discharged from the fishing vessel at a port other than the fishing vessel's return port. For the purpose of this agreement, the fishing vessel's return port shall be the port of departure of the fishing vessel.

3.6. TRANSPORTION OF EMPLOYEES TO AN FROM THE FISHING VESSEL

The cost of transporting of an employee to a fishing vessel prior to a fishing trip, as well as the cost of transporting an employee from the return port to an agreed upon drop-off point upon the return of the fishing vessel to the return port after a fishing trip, shall be borne by the employer, provided that an employee shall be available at the designated venue (the pick-up point) at the date and time as agreed upon between the employee and the employer on the planned sailing date of the fishing vessel. Should an employee not be at a designated venue (the pick-up point) on the agreed upon date and time, the onus shall be on him to make his own way to the fishing vessel, at his own expense.

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3.7. PROVISION OF FISHING TACKLE AT SEA

The employer undertakes that fishing tackle, such as fishing lures, fishing dollies, fishing line, etc. shall be provided to fishermen at cost price.

3.8. PROVISION OF FOOD AT SEA

All employees shall be entitled to receive food / provisions at no cost to an employee while he is at sea. The food / provisions thus provided shall be in accordance with the Industry's Nutritional Standards and Guide, excluding cigarettes, fishing tackle or specially requested provisions.

3.9. PROVISION OF SAFETY EQUIPMENT

Employers involved in the Squid Fishing Industry shall provide all necessary and regulated safety equipment to employees while they are at sea, as well as the annual provision a complete set of water proof clothing (oil skins) consisting of a hat, jacket and pants, OR a suitable allowance per fishing trip, that shall cover the cost of water proof clothing (oil skins) consisting of a hat, jacket and pants.

3.10. METHOD OF PAYMENT AND PAYMENT DETAILS

All payments due to an employee shall be made via electronic bank transfer to the bank account of the employee no later than 1 working day after the completion of a fishing trip.

Every employee shall receive a payslip containing at least the following particulars:

- a) The name of the employer.
- b) The name of the employee.
- c) The identity number of the employee.
- d) The tax reference number of the employee.
- e) The period / trip number of the fishing trip payment is being made for.
- f) The commission rate applicable: Rand per kilogram for Squid caught.
- g) The mass (kilograms) of Squid payment is being made for.
- h) Any other payment due to the employee in accordance with this agreement.
- i) A detailed list of all deductions made.
- j) The total remuneration due to the employee.

3.11. COMPLIANCE WITH STATUTORY DEDUCTIONS

All statutory deductions, such as deductions in respect of SARS, contributions to UIF, COIDA, Statutory Council levies, etc. shall be compulsory for all employers and employees

3.12. COMPLIANCE WITH SAFETY AND QUALITY STANDARDS

All employers shall at all times, abide by

3.10.1 all SAMSA safety regulations and

3.10.2. the quality standards as per NRCS and the EU as well as the vessel's HACCP manual.

4. EMPLOYEE'S OBLIGATIONS

4.1. PROVISION OF EMPLOYEE INFORMATION TO AN EMPLOYER

All employee involved with the Squid Industry shall ensure that an employer is in possession of:

4.10.1. his full bank account details,

4.10.2. if required, the bank account details of any and all recipients to which allotments may be made, if such are required, prior to the commencement of a fishing trip and

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4.10.3. all relevant and pertinent information as may be required in terms of statutory deductions which are to be made by the employee.

4.2. COMPLIANCE WITH SAFETY AND QUALITY STANDARDS AND DISCIPLINARY CODE

All employees shall at all times, abide by:

- 4.2.1. all SAMSA safety regulations,
- 4.2.2. the quality standards as per NRCS and the EU as well as the vessel's HACCP manual and
- 4.2.3. the Squid Industry Disciplinary Code.

4.3. CARE FOR SAFETY EQUIPMENT

An employee shall solely be responsible for the safety equipment that shall be issued to him for a fishing trip and that same equipment shall be returned to the employer on the completion of a fishing trip, in the same condition as what it was provided to him.

5. A FISHING TRIP

5.1. PROVISION OF A BERTH ON A FISHING VESSEL

An employer only guarantees an employee a berth on a specific fishing vessel for the duration of a particular fishing trip, in accordance with the Merchant Shipping Act.

5.2. DURATION OF A FISHING TRIP

The duration of a fishing trip shall be determined by the employer, or his designated representative, prior to the commencement of a particular fishing trip and shall be communicated to the employees who have been granted a berth on the fishing vessel.

Should conditions warrant it, a fishing trip may be extended beyond the initial period communicated to an employee prior to the commencement of a fishing trip, with the mutual consent / agreement of the majority of the employees on board the fishing vessel at that time.

6. EXCLUSIONS AND EXEMPTIONS

This Council shall consider and determine all applications for exemption received by it, in accordance with the conditions and criteria set out in clauses 3.1., 3.2. and 3.3. here after.

6.1. ADMINISTRATIVE REQUIREMENTS

- 6.1.1. All applications for exemption shall be made in writing and shall be addressed to the Secretary of the Council.
- 6.1.2. The Secretary of the Council shall place the application for exemption on the agenda of the next Council Executive Committee meeting, for consideration.
- 6.1.3. The Secretary of the Council shall provide the Council Executive Committee with details of the applications for exemption.
- 6.1.4. The Council Executive Committee shall consider and decide on all written applications and when requested by the applicants or objectors to do so, may interview applicants or any objectors and shall make a decision on the application for an exemption within 30 days from the date upon which the application was lodged with them.
- 6.1.5. Once the Council Executive Committee has decided to grant an exemption, it shall issue a certificate and advise the applicant(s) within 14 days of the date of its decision.

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- 6.1.6. Should the Council Executive Committee decide against granting an exemption or part of an exemption requested, it shall advise the applicant(s) within 14 days of the date of such a decision and shall provide the reason(s) for not granting an exemption.
- 6.1.7. The non-party applicant(s) shall have the right to appeal against the decision of the Council Executive Committee, not to grant an exemption or the withdrawal of such an exemption with an Independent Exemption Board.
- 6.1.8. All the costs of the appeal process set out in 6.1.7. shall be for the account of the applicant(s) for the exemption.

6.2. EXEMPTION CONDITIONS

All applications for exemption shall be substantiated and such substantiation shall include the following details:

- 6.2.1. The period for which the exemption is required.
- 6.2.2. The Agreement and clauses or sub-clauses of the Agreement from which exemption is required.
- 6.2.3. Proof that the exemption applied for has been discussed by the employer and his employees and their respective representatives. The responses resulting from such consultation, either in support or against the proposed exemption, are to be included with the application.

6.3. EXEMPTION CRITERIA

The Council Executive Committee shall consider all applications for exemption with reference to the following criteria:

- 6.3.1. The written and verbal substantiation provided by the applicant.
- 6.3.2. 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 it is granted.
- 6.3.3. The terms of exemption.
- 6.3.4. The infringement of basic conditions of employment rights.
- 6.3.5. The fact that a competitive advantage is not created by the exemption.
- 6.3.6. The viewing of the exemption from any employee benefit fund or scheme or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration management and cost, growth and stability.
- 6.3.7. The extent to which the proposed exemption undermines collective bargaining and labour peace in the Squid Fishing Industry of South Africa.
- 6.3.8. Any existing special economic or other circumstances which warrant the granting of the exemption.
- 6.3.9. Reporting requirements by the applicant and monitoring and re-evaluating processes.

6.4. INDEPENDENT EXEMPTION BOARD

- 6.4.1. In terms of section 32(3)(e) of the Act, the Council hereby establishes an independent body, to be known as the Independent Board, to consider appeals from non-parties against a refusal of a non-party's application for exemption from the provisions of a published collective agreement and the withdrawal of such an exemption by the Council.
- 6.4.2. The criteria to be used by the Independent Exemption Board will be the same criteria as stipulated in 6.3 above.
- 6.4.3. The Independent Board shall deal with all appeals within 30 days of the date on which the appeal was submitted.

7. DISPUTE RESOLUTION

Unless otherwise provided for in this collective agreement and ratified by the council, any dispute within the registered scope of the council must be resolved as set out herein, as per the collective agreement concluded on the Dispute Resolution Rules and Procedures of the Statutory Council for the Squid and Related Fisheries of South Africa, which may be amended from time to time.

7.1. ACCREDITATION OF COUNCIL FOR DISPUTE RESOLUTION

- 7.1.1. The council must apply for accreditation with the governing body of the CCMA for the purposes of dispute resolution in terms of section 52 read with section 127 of the Act.
- 7.1.2. In the event that the council fails to maintain such accreditation, the council may then enter into an agreement with the CCMA in terms of which the CCMA is to perform all dispute resolution functions on behalf of the council in terms of section 51(6) of the Act.

7.2. PANEL OF COMMISSIONERS

- 7.2.1. The council must appoint a panel of commissioners for the purpose of presiding over con-arb dispute hearings.
- 7.2.2. The commissioners are to be appointed to the council's panel for a period of one (1) year, but may be re-appointed at the expiry of the period of the appointment.
- 7.2.3. The council may remove a panellist from office for misconduct or for incapacity or if at least half of the employer representatives and half the employee representatives vote in favour of the removal of that member of the panel.
- 7.2.4. A panellist appointed to replace a panel member who leaves the panel for any reason other than due to the expiry of office, will serve on the panel for the remainder of the predecessors term of office.
- 7.2.5. An employee of the council, subject to accreditation by the CCMA, may be appointed to the panel of commissioners, provided that where there might be a vested interest in the dispute to be conciliated or arbitrated, the said employee of the council will not be eligible to conciliate or arbitrate the dispute.

7.3. DISPUTES INVOLVING PARTIES WHO ARE NON-REPRESENTED AT THE STATUTORY COUNCIL

- 7.3.1. Any dispute contemplated in terms of section 51(3) of the Act, where any party to the dispute is not a party or a member of a party to the council, must be resolved as follows:
 - 7.3.1.1. Any of the parties to the dispute may refer the dispute in writing to the council using the prescribed Council or CCMA dispute referral documentation (form LRA 7.11), setting out the nature of the dispute and the outcome sought.
 - 7.3.1.2. The applicant in the dispute must satisfy the council that a copy of the referral form has been served on all other parties to the dispute.
- 7.3.2. The Secretary of the council must appoint a member of the panel of commissioners who must attempt to resolve the dispute through conciliation and arbitration at the earliest opportunity as agreed between the parties.
- 7.3.3. The Secretary of the council must serve notice of the date, the time and the venue of the con-arb hearing of the dispute, on both the parties to the dispute.
- 7.3.4. During the conciliation part of the proceedings, the commissioner may –
 - 7.3.4.1. mediate the dispute,
 - 7.3.4.2. conduct a fact-finding exercise and/or

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- 7.3.4.3. make a recommendation to the parties to the dispute which may be in the form of a binding or non-binding arbitration award.
- 7.3.5. Representation of parties to a con-arb hearing must be in accordance with the rules of the council.
- 7.3.6. Whether or not the matter is resolved on the date scheduled for the con-arb hearing, commissioner who was appointed to resolve the dispute must issue a certificate indicating whether or not the dispute has been resolved.
- 7.3.7. Nothing in this agreement prevents an officer of the council from investigating the dispute in an attempt to resolve the dispute before a date is set down of a con-arb hearing and appointing of a commissioner to preside over a con-arb dispute hearing.
- 7.3.8. Subject to the provisions of the Act, an arbitration award made by a commissioner to resolve the dispute is final and binding on the parties to the dispute. The commissioner shall have power to vary, rescind or amend an award made by him/her on good cause shown, or of his/her own accord. Without limiting the generality thereof, the commissioner shall have the power if –
- 7.3.9. The award was erroneously sought or erroneously made in the absence of any party affected by the award; or
- 7.3.9.1. The award is ambiguous or contains an obvious error or omission; or
- 7.3.9.2. The award was granted as a result of a mistake common to the parties to the proceedings. The council must serve the award together with written reasons given by the commissioner on all the parties to the dispute.
- 7.3.10. Upon receipt of a written request from a party to the dispute, the Secretary of the council must apply to the Director of the CCMA to certify that the arbitration award is an award contemplated in section 143(1) of the Act.

7.4. DISPUTE INVOLVING PARTIES REPRESENTED AT THE STATUTORY COUNCIL

For the purpose of this clause, a party to the council includes any registered trade union or any registered employer's organisation that is a party to the council.

- 7.4.1. If the dispute between the parties is one which arises from negotiations entered into for the purpose of concluding a collective agreement in the council, the Secretary must appoint a member of the panel of commissioners who must attempt to resolve the dispute through conciliation within thirty (30) days from the date when the dispute was referred to the council, or as soon as possible thereafter. If the dispute remains unresolved, the parties may exercise their rights in terms of the Act and / or any collective agreement concluded at the council.
- 7.4.2. Any other dispute between the parties to the council which the Act requires to be arbitrated, or which disputes would otherwise be adjudicated by the Labour Court, but which the parties to the dispute have agreed to arbitrate, including a dispute about the interpretation or application of the provisions of the disputes would otherwise be adjudicated by the Labour Court, but which the parties to the dispute have agreed to arbitrate, including a dispute about the interpretation or application of the provisions of this Agreement and / or any collective agreement between the parties to the dispute, must be resolved by the council in accordance with the procedures set out herein.
- 7.4.3. Upon receipt of a written request for arbitration of a dispute about the interpretation or application of the provisions of any collective agreement between the parties to a dispute, the Secretary must appoint a member of the panel of commissioners to arbitrate the dispute.

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7.5. COMPLIANCE PROCEDURE AND ENFORCEMENT OF COLLECTIVE AGREEMENTS CONCLUDED AT THE COUNCIL

7.5.1. The Secretary / Compliance Officer / Designated Agent of the council shall be responsible for the monitoring and enforcing compliance with any collective agreement concluded at the council.

7.5.2. The council shall take all reasonable and necessary steps to ensure compliance with this agreement and with any collective agreements concluded at the council. If, whether through its own investigations or through any other source, it appears that the provisions of this or any other collective agreement may have been breached, the council shall invoke the following procedures to enforce compliance:

7.5.2.1. The Secretary shall investigate the alleged breach.

7.5.2.2. The Secretary will conduct an investigation and if Secretary has reason to believe that a collective agreement has been breached, the Secretary may endeavour to secure compliance with the collective agreement in terms of guidelines of, or decisions by the council, where these exists, by:

7.5.2.2.1. publishing the contents of the collective agreement,

7.5.2.2.2. conducting inspections,

7.5.2.2.3. investigating complaints,

7.5.2.2.4. conciliation and

7.5.2.2.5. issuing of a compliance order requesting any person bound by the collective agreement to comply with the collective agreement within a specified period, thereby indicating that a dispute exists.

7.5.2.3. In the event of an unresolved dispute, the Secretary of the council may refer the dispute to arbitration.

The Secretary of the Council must –

7.5.2.3.1. Appoint a commissioner from the panel of commissioners to arbitrate the dispute.

7.5.2.3.2. Serve notice of the time, date and venue of the arbitration on the parties of the dispute giving at least twenty one (21) days' notice of such process.

7.5.2.4. If any party to such arbitration is not party to the council and objects to the appointment of a member of the council's panel of commissioners, the Secretary must approach the CCMA to appoint an arbitrator, in which case the objecting party must pay the arbitrator's fee to the council and the council shall pay the fee set by the CCMA.

7.5.2.5. The provisions regarding the handling of arbitration matters contained herein shall apply throughout, provided that the arbitrator may make any appropriate award including:

7.5.2.5.1. ordering a person to pay an amount owing in terms of a collective agreement;

7.5.2.5.2. imposing a fine for failure to comply with a collective agreement in accordance with item 29 of schedule 7 and section 33A(13) of the Act;

7.5.2.5.3. charging a party to the arbitration an arbitration fee;

7.5.2.5.4. ordering a party to the arbitration to pay the costs of the arbitration;

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- 7.5.2.5.5. confirming, varying or setting aside a compliance order issued;
- 7.5.2.5.6. any award contemplated in terms of section 138(9) of the Act which gives effect to the objectives of the Act, the council's constitution or this or any collective agreement reached at the council;
- 7.5.2.5.7. any award in relation to interest or penalties payable on any amount that a person is obliged to pay in terms of a collective agreement.
- 7.5.2.6. Subject to the provisions of the Act, an award in an arbitration concluded in terms of this procedure is final and binding on the parties to the dispute.
- 7.5.2.7. The Secretary of the council may apply to the Director of the CCMA to certify that an arbitration award issued in terms of this procedure is an award contemplated in terms of section 143(1) of the Act.
- 7.5.2.8. The provisions of this procedure stand in addition to any other legal remedy through which the council may enforce a collective agreement.

8. DEFINITIONS PERTAINING TO THIS AGREEMENT

Any term used in this collective agreement which is defined in the Act has the same meaning as in the Act; Any reference to an Act includes any amendment of such an Act and unless the contrary intention appears, words importing the masculine gender, includes the female;

Further unless inconsistent with the context –

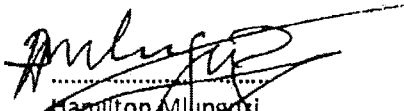
- "Act" means the Labour Relations Act of 1995 as may be amended from time to time.
- "agreement" means an agreement entered into between the parties to the Council and which is binding upon the members of those parties in the Squid Fishing and Related Industries of South Africa in accordance with the provisions of the relevant Act.
- "council" means The Statutory Council for the Squid and Related Fisheries of South Africa
- "employer" means the holder of Squid fishing rights issued to a company or closed corporation by the Minister of Agriculture, Forestry and Fisheries (Branch: Marine and Coastal Management) or an agent acting on behalf of such a fishing rights holder.
- "land based employee" is an employee involved with any working activity which does not involve that employee having to go to sea to fish for Squid.
- "sea based employee" means a fisherman or other employee involved in the act of catching Squid or any other sea based duties on board of a fishing vessel.
- "employer's representative" means any person who acts on behalf of an entity that has been allocated Squid fishing rights, in operating and/or managing a Squid fishing vessel.
- "OCSM" means the Official Closed Season Months, during which months no Squid Fishing is permitted.
- "party" means any registered employer's organisation or registered trade union which is a party to the council.
- "dispute resolution procedures" means the collective agreement concluded at the council in this regard.
- "SCSI" means The Statutory Council for the Squid and Related Fisheries of South Africa.
- "FAWU" means the Food and Allied Workers Union.
- "UDF&CWU" means the United Democratic Food and Combined Workers Union.
- "SEASI" means the Small Employers Association in the Squid Industry.
- "Independent Exemption Board" means not less than two CCMA accredited Commissioners.
- "CCMA" means the Commission for Conciliation, Mediation and Arbitration.


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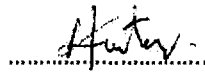
9. ATTESTATION

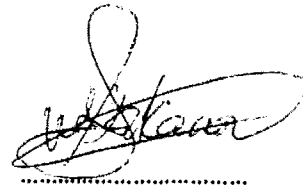
We the undersigned, being duly mandated and authorised by our respective organisations, hereby attest to the above.

Thus done and signed at HUMANSDORP on this the 11th day of APRIL 2019.


.....
Hamilton Mlungozi
Chairman of the SCSI


.....
Andre Grobler
Secretary of the SCSI


.....
Arnold Koester
for UDF&CWU and Member of the SCSI


.....
Sipiwo Mxakana
for FAWU and Member of the SCSI


.....
William Gjeke
for SEASI and Member of the SCSI

DEPARTMENT OF LABOUR

NO. R. 1102

23 AUGUST 2019

LABOUR RELATIONS ACT, 1995

**NATIONAL BARGAINING COUNCIL FOR THE ELECTRICAL INDUSTRY OF
SOUTH AFRICA:
EXTENSION OF PERIOD OF OPERATION OF THE COLLECTIVE
BARGAINING LEVY AGREEMENT**

I, **S RATHAI**, Director: Collective Bargaining, duly authorised thereto by the Minister of Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the period fixed in Government Notice Nos. R. 997 of 15 September 2017 and R. 889 of 24 August 2018, from the date of publication of this notice by a further period of 6 months.



DIRECTOR: COLLECTIVE BARGAINING

DATE:14/08/2019.....

**CUSTOMS AND EXCISE ACT, 1964.
AMENDMENT OF SCHEDULE NO. 4 (NO. 4/2/396)**

In terms of section 75 of the Customs and Excise Act, 1964, Part 2 of Schedule No. 4 to the said Act is hereby amended, with retrospective effect from 1 April 2019, to the extent set out in the Schedule hereto.


TT MBOWENI
 MINISTER OF FINANCE

SCHEDULE

By the substitution of the following:

Rebate Item	Tariff Heading	Rebate Code	CD	Description	Extent of Rebate
460.03	0207.14.9	01.07	73	<p>Frozen meat of the species <i>Gallus domesticus</i>, cut in pieces with bone in and imported from or originating in the United States of America, in such quantities, at such times and subject to such conditions as the International Trade Administration Commission (ITAC) may allow by specific permit on recommendation of the Director General: Department of Agriculture, Forestry and Fisheries (DAFF), provided that - (a) With effect from 1 April 2016, permits may be issued by ITAC for meat imported in terms of this rebate item; (b) From the date this rebate item comes into operation up to and including 31 March 2016 meat imported in terms of this rebate item shall be on a first-come-first-serve basis; (c) The meat subject to the provisions of this rebate item may not exceed a basic annual quota of 68 590 metric tonnes; (d) The annual quota period is 1 April to 31 March; (e) Prior to 1 April 2016, the quota shall be 16250 metric tonnes; (f) As from 1 April 2017 a growth factor as determined by DAFF is applied to the basic quota annually; (g) The meat imported in terms of this rebate item may not be removed outside the Republic for consumption in any of the BLNS countries; (h) The permit is not transferable and may not be used to obtain meat to the benefit of any entity or person not named in the permit issued by ITAC; (i) This rebate item shall be suspended if any benefits that South Africa enjoyed under AGOA as at 1 November 2015 are suspended, and shall remain suspended for as long as those benefits under AGOA remains suspended; and</p> <p>(j) This rebate item is suspended in terms of paragraph (i) as from the date the Minister of Trade and Industry submits written confirmation to the Minister of Finance that South Africa 's benefits under AGOA have been suspended.</p>	Full anti-dumping duty

NO. R. 1103

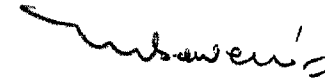
SOUTH AFRICAN REVENUE SERVICE

23 AUGUST 2019

**DOEANE- EN AKSYNSWET, 1964.
WYSIGING VAN BYLAE NO. 4 (NO. 4/2/396)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Deel 2 van Bylae No. 4 by bogenoemde Wet hiermee gewysig, met terugwerkende krag vanaf 1 April 2019, in die mate in die Bylae hierby aangetoon.

NO. R. 1103



TT MBOWENI
MINISTER VAN FINANSIES

BYLAE

Deur die vervanging van die volgende:

Kortingitem	Tarifpos	Kortingkode	TS	Beskrywing	Mate van Korting
460.03	0207.14.9	01.07	73	Bevrose vleis van die Gallus domesticus soort, in been-in stukke gesny en ingevoer vanaf of met oorsprong van die Verenigde State van Amerika, in dié hoeveelhede, op dié tye en onderhewig aan sodanige voorwaardes wat die Internasionale Handelsadministrasiekommissie (IHAK) by bepaalde permit mag toelaat op aanbeveling van die Direkteur Generaal: Departement van Landbou, Bosbou en Visserye (DLBV), met dien verstande dat - (a) Met ingang vanaf 1 April 2016, mag permitte uitgereik word deur die IHAK vir vleis ingevoer ingevolge hierdie kortingitem; (b) Vir die tydperk vanaf die datum waarop hierdie kortingitem in werking tree tot en met 31 Maart 2016, sal vleis ingevoer ingevolge hierdie kortingitem op 'n eerste-kom-eerste-bedien grondslag wees; (c) Die vleis onderworpe aan die voorsienings van hierdie kortingitem mag nie 'n basiese jaarlikse kwota van 68 590 metrieke ton oorskry nie; (d) Die jaarlikse kwota tydperk is 1 April tot 31 Maart; (e) Voor 1 April 2016, sal die kwota 16 250 metrieke ton wees; (f) Vanaf 1 April 2017, sal 'n groeifaktor soos deur die DLBV bepaal, jaarliks toegepas word teen die basiese kwota; (g) Die vleis ingevoer ingevolge hierdie kortingitem mag nie buite die Republiek verwyder word vir verbruik in enige van die BLNS lande nie; (h) Die permit is nie oordraagbaar nie en mag nie gebruik word om vleis te verkry tot die voordeel van enige wese of persoon wat nie in die permit wat deur die IHAK uitgereik word, vermeld word nie; (i) Hierdie kortingitem sal opgeskort word indien enige voordele wat Suid Afrika soos op 1 November 2015 onder AGOA geniet het opgeskort word en sal opgeskort bly solank daardie voordele ingevolge AGOA opgeskort bly; en (j) Hierdie kortingitem sal opgeskort wees ingevolge die bepalings van paragraaf (i) vanaf die datum wat die Minister van Handel en Nywerheid skriftelike bevestiging voorlê aan die Minister van Finansies dat Suid Afrika se voordele ingevolge AGOA opgeskort is.	Volle anti-dumpingreg

SUID-AFRIKAANSE INKOMSTEDIENS

STAATSKOERANT, 23 AUGUSTUS 2019

23 AUGUSTUS 2019

No. 42658 29