



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 7565

Regulasiekoerant

Vol. 455

**Pretoria, 2 May
Mei 2003**

No. 24812



AIDS HELPLINE: 0800-0123-22 Prevention is the cure



24812

9771682584003

CONTENTS**INHOUD**

No.	Page No.	Gazette No.	No.	Bladsy No.	Koerant No.
GOVERNMENT NOTICE			GOEWERMENSKENNISGEWING		
Labour, Department of			Arbeid, Departement van		
<i>Government Notice</i>			<i>Goewermentskennisgewing</i>		
R. 592 Labour Relations Act (66/1995): Bargaining Council for the Fishing Industry: Extension of Main Collective Agreement to Non-parties	3	24812	R. 592 Wet op Arbeidsverhoudinge (66/1995): Bedingsraad vir die Visnywerheid: Uitbreiding van Hoof Kollektiewe Ooreenkoms na Nie-partye	3	24812

GOVERNMENT NOTICE GOEWERMENSKENNISGEWING

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 592

2 May 2003

LABOUR RELATIONS ACT, 1995

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

I, Membathisi Mphumzi Shepherd Mdladlana, 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 12 May 2003, and for the period ending 30 June 2003.

M. M. S. MDLADLANA
Minister of Labour

No. R. 592

2 Mei 2003

WET OP ARBEIDSVARHOUDINGE, 1995

BEDINGINGSRAAD VIR DIE VISNYWERHEID: UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Visnywerheid aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 12 Mei 2003, en vir die tydperk wat op 30 Junie 2003 eindig.

M. M. S. MDLADLANA
Minister van Arbeid

Nota: 'n Vertaling van die Afrikaanse Ooreenkoms is op aanvraag beskikbaar by die Bedingingsraad.

THE BARGAINING COUNCIL FOR THE FISHING INDUSTRY MAIN AGREEMENT TABLE OF CONTENTS

Page

PART A: APPLICATION	
1. SCOPE OF APPLICATION.....	
2. PERIOD OF OPERATION.....	
PART B: REMUNERATION	
3. MINIMUM REMUNERATION	
4. PAYMENT OF REMUNERATION.....	
5. DEDUCTIONS.....	
6. PROTECTIVE CLOTHING ALLOWANCE.....	
7. TOWAGE ALLOWANCE.....	
8. CHANGE IN OCCUPATION	
9. TEMPORARY EMPLOYEE	
PART C: HOURS OF WORK	
10. HOURS OF WORK	
11. REST PERIODS.....	
12. MEAL INTERVALS	

PART D: LEAVE	
13. ANNUAL LEAVE.....	
14. COMPASSIONATE LEAVE	
15. MATERNITY LEAVE.....	
16. SICK LEAVE.....	
17. PERIODS OF LAY-OFF.....	
PART E: TERMINATION OF CONTRACT OF EMPLOYMENT	
18. TERMINATION	
PART F: GENERAL	
19. LIMITATION ON RIGHT TO STRIKE OR LOCKOUT	
20. MEDICAL EXAMINATIONS.....	
PART G: REGULATION OF AGREEMENT	
21. EXHIBITION OF AGREEMENT	
22. ADMINISTRATION	
23. EXISTING AGREEMENTS.....	
24. EXEMPTIONS.....	
25. COUNCIL LEVIES.....	
PART H: DEFINITIONS	
26. GENERAL DEFINITIONS COMMON TO ALL SECTORS	
27. DEEP-SEA BOTTOM TRAWL SECTOR.....	
28. INSHORE BOTTOM TRAWL SECTOR	

BARGAINING COUNCIL FOR THE FISHING INDUSTRY

MAIN AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the South African Fishing Industry Employers' Organisation (SAFIEO) (hereinafter referred to as "the employer") of the one part and the Trawler & Line Fishermen's Union (hereinafter referred to as "the employees", of the other part, being the parties to the Bargaining Council for the Fishing Industry.

PART A: APPLICATION

1. SCOPE OF APPLICATION

- 1.1 The terms of this Agreement shall be observed in the Fishing Industry—
 - 1.1.1 by all employers and all employees who are members of the parties to this Agreement and who are engaged in the Fishing Industry in the following operations:
 - (i) Deep-Sea Bottom Trawling;
 - (ii) Inshore Bottom Trawling;
 - 1.1.2 in the Republic of South Africa.
- 1.2 The provisions of this Agreement shall not apply to—
 - 1.2.1 employees whose remuneration is not prescribed in the Remuneration Schedule in clause 3.4 to this Agreement; and
 - 1.2.2 non-parties in respect of clauses 1.1, 2, 3.1, 17.3 and 17.4.

2. PERIOD OF OPERATION

- 2.1 This Agreement shall come into operation in respect to parties to the Agreement on 1 July 2002.
- 2.2 This Agreement shall remain in force until 30 June 2003.

PART B: REMUNERATION

3. MINIMUM REMUNERATION

- 3.1 It is agreed by the parties that actual and minimum remuneration rates be increased by nine per cent (9%) with effect from 1 July 2002 as reflected in the new minimum rates schedule, clause 3.4 below.
- 3.2 The new minimum remuneration in the remuneration schedule, clause 3.4, contained in this Agreement is prescribed for the sectors referred to in clause 1.1 above.
- 3.3 No employee shall be paid less than the minimum remuneration prescribed in the remuneration schedule, clause 3.4, for that employee's rank, subject to clause 4.1 below.

- 3.4 The following new minimum remuneration schedule sets out the minimum rates of pay per rank that shall be effective from the date that this Agreement comes into force:

Employee rank	Deep Sea bottom trawl	Inshore bottom trawl
Assistant marine engineer.....	Not applicable	R 85,00
Bosun	R 91,56	R 75,00
Charge hand.....	R 76,93	Not applicable
Chief engineer	Not applicable	R130,00
Cook	R110,09	R 65,00
Cook—1st.....	R129,71	Not applicable
Cook—2nd	R 91,56	Not applicable
Deck hand—certificated	R 97,01	Not applicable
Deck hand, grade 1	R 82,84	Not applicable
Deck hand, grade 2.....	R 76,93	Not applicable
Deck hand—leading	R 91,56	R 75,00
Driver	Not applicable	R 75,00
Factory supervisor.....	R120,99	Not applicable
Fishmeal operator	R100,18	Not applicable
Galley hand	R 62,13	Not applicable
Greaser	R 88,29	Not applicable
Greaser (certificated).....	R 93,74	Not applicable
Mate	Not applicable	R100,00
Skipper	Not applicable	R135,00
Spare hand.....	R 69,76	R 60,00
Spare hand—long service.....	R 72,84	Not applicable

4. PAYMENT OF REMUNERATION

- 4.1 An employee shall be paid the greater remuneration of—
- 4.1.1 the actual amount earned; or
 - 4.1.2 the amount equal to the number of working days multiplied by the minimum remuneration rate set out in the remuneration schedule, clause 3.4, for the specific sector.
- 4.2 For the purposes of calculating the number of working days referred to in clause 4.1.2, any day that has been declared a public holiday shall be calculated as two (2) working days when such a public holiday coincides with any working day.
- 4.3 The employer shall pay the employee all the remuneration due to him in terms of clause 4.1 above, once per calendar month.
- 4.4 Payment shall be made—
- 4.4.1 in cash;
 - 4.4.2 by bank transfer;
 - 4.4.3 by bank deposit; or
 - 4.4.4 by cheque.
- 4.5 Payments in cash shall be made in an envelope during a working day, if not banked.
- 4.6 Payment shall be accompanied by a pay slip with the following details:
- 4.6.1 The name of the employer;
 - 4.6.2 the name, identity number, clock number and/or payroll number of the employee;
 - 4.6.3 the employee's date of engagement;
 - 4.6.4 the rank of the employee;
 - 4.6.5 the total number of working days;
 - 4.6.6 the rate(s) of remuneration;
 - 4.6.7 any other payment due to the employee in accordance with this Agreement;

- 4.6.8 deductions made;
- 4.6.9 remuneration due; and
- 4.6.10 the period in respect of which payment is made.

5. DEDUCTIONS

- 5.1 An employer may not fine or impose a levy on an employee or charge the employee a fee.
- 5.2 An employer may not make any deduction from an employee's remuneration unless—
 - 5.2.1 subject to clause 5.3 below, the employee in writing agrees to the deduction in respect of a debt specified in their agreement; or
 - 5.2.2 the deduction is required in terms of a law, a collective agreement, a court order or an arbitration award.
- 5.3 A deduction in terms of clause 5.2 above may be made to reimburse an employer for loss or damage only if—
 - 5.3.1 the loss or damage occurred in the course of employment and was the fault of the employee;
 - 5.3.2 the employer followed a fair procedure and gave the employee a reasonable opportunity to show why the deduction should not be made;
 - 5.3.3 the total amount of the debt does not exceed the actual amount of the loss or damage.
- 5.4 Should the employer have a sufficiently representative trade union claiming organisational rights in terms of the Labour Relations Act, 1995, then it shall enter into an agreement with the trade union in terms of which union levies may be deducted from employee's remuneration and paid over in terms of such legislation read with the individual trade union's constitution.

6. PROTECTIVE CLOTHING ALLOWANCE

- 6.1 The employer shall provide the employee either with protective clothing or with an allowance per working day at sea of not less than one rand and fifty cents (R1,50).
- 6.2 It is the employer's prerogative to elect to operate any of the alternatives contained in clause 6.1 above: Provided that any change in his election shall be negotiated with the affected employees or the union.

7. TOWAGE ALLOWANCE

In the event of a vessel being called upon to tow another vessel of the employer to port, the crew of the towing vessel shall be compensated for the loss of commission at the average daily catch of the previous trip for that vessel.

8. CHANGE IN OCCUPATION

If an employer requires an employee to work for longer than an hour in an occupation or at a rank in respect of which a higher remuneration is prescribed, the employer shall pay that employee at the higher remuneration for the full day even if the employee did not work the full day at the higher rank.

9. TEMPORARY EMPLOYEE

A temporary employee shall be paid at the rate for the rank the employee holds as set out in the remuneration schedule, clause 3.4, for the specific sector in which the employee is employed.

PART C: HOURS OF WORK

10. HOURS OF WORK

The maximum hours of work that an employer may require or permit an employee to work are fifteen (15) hours per day.

11. REST PERIODS

- 11.1 An employer shall provide an employee with at least eight (8) hours of rest per day, of which—
 - 11.1.1 at least six (6) hours of the eight (8) hours shall be continuous uninterrupted rest, in the Deep-sea Bottom Trawl Sector.
- 11.2 At the end of every voyage, an employer shall grant an employee four (4) hours paid shore leave off for every twenty-four (24) hours that the employee has been at sea.

12. MEAL INTERVALS

An employer may not require or permit an employee to work more than five (5) hours continuously without a meal interval of at least thirty (30) minutes.

PART D: LEAVE

13. ANNUAL LEAVE

- 13.1 An employee shall be granted at least—
 - 13.1.1 twenty-one (21) calendar days, annual leave on full remuneration in respect of each period of twelve (12) months; or
 - 13.1.2 twenty-five (25) calendar days, annual leave on full remuneration in respect of each period of twelve (12) months once the employee has completed five (5) years, continuous service with the same employer; or

- 13.1.3 twenty-eight (28) calendar days, annual leave on full remuneration in respect of each period of twelve (12) months once the employee has completed ten (10) years, continuous service with the same employer.
- 13.2 Annual leave shall be granted after consultation with the employee concerned not later than four (4) months after the end of the annual leave cycle: Provided that the employer may place an employee on annual leave during any period that the vessel is laid-up or on a refit.
- 13.3 An employer shall grant an employee an additional day of paid leave if a public holiday falls on a day during an employee's annual leave.
- 13.4 An employer may not require or permit an employee to take annual leave during—
- 13.4.1 any period of any other leave to which the employee is entitled in terms of this Agreement; or
- 13.4.2 any period of notice of termination of employment.
- 13.5 An employer may reduce an employee's entitlement to annual leave by the number of days of occasional leave granted on full remuneration to the employee.

14. COMPASSIONATE LEAVE

- 14.1 A maximum of five (5) days' compassionate leave per annum shall be granted at the employers' discretion in the event of a death in the immediate family of the employee.
- 14.2 Immediate family for the purposes of granting compassionate leave shall include the employee's parents, spouse, children and siblings.
- 14.3 Compassionate leave shall be considered for fathers where complications are experienced with the birth of a child.
- 14.4 Before paying an employee for compassionate leave an employer may require proof of an event referred to in clauses 14.1 and 14.3 above.

15. MATERNITY LEAVE

- 15.1 A female employee who has worked continuously for the same employer for not less than twelve (12) months as and when the employee's maternity leave commences shall be entitled to maternity leave of at least sixteen (16) weeks, but maternity leave shall not exceed (4) four months for any one pregnancy.
- 15.2 In compliance with the employer's duty towards employees before and after the birth of a child the employer shall not require or permit—
- 15.2.1 the employee to work during the period commencing four (4) weeks prior to the employee's expected date of confinement; or
- 15.2.2 the employee to resume work within four (4) weeks after the birth of her child, unless a medical practitioner has certified that she is fit to do so.
- 15.3 An employee who has a miscarriage during her third trimester of pregnancy or bears a stillborn child shall be entitled to maternity leave for six (6) weeks thereafter, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- 15.4 During the period of maternity leave all terms and conditions of the employment contract shall be suspended.
- 15.5 At the end of the period of maternity leave the employee shall be entitled to resume work with the employer in a position at least identical or similar to, but not less favorable than, the one held prior to taking maternity leave.
- 15.6 An employee shall notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—
- 15.6.1 commence maternity leave; and
- 15.6.2 return to work after maternity leave.
- 15.7 Notification in terms of clause 15.6 above, shall be given at least four (4) weeks before the employee intends to commence maternity leave.

16. SICK LEAVE

- 16.1 An employer shall grant an employee forty-two (42) calendar days' paid sick leave during every sick-leave cycle of thirty-six (36) months of continued employment: Provided that sick leave shall be calculated at one (1) day for every twenty-six (26) days work during his first twelve (12) months of employment.
- 16.2 An employer is not required to pay sick leave to an employee in terms of clause 16.1 above should the employer and employee by written agreement contribute to a fund or organisation that has guaranteed to pay the employee moneys in lieu of a part of remuneration during times of incapacity.
- 16.3 Sick leave shall be paid only on presentation of a certificate issued by a medical practitioner entitled to practise in terms of section 17 of the Medical, Dental and Supplementary Health Service Professions Act, 1974.

17. PERIODS OF LAY-OFF

- 17.1 An employer shall notify affected employees in writing of its intention to lay-off employees for operational reasons, at least forty-eight (48) hours before the commencement of such lay-off.
- 17.2 The employer shall permit the employees to elect to utilise their annual leave for the purposes of payment during such period of lay-off.
- 17.3 An employer shall furthermore also notify the recognised trade union, where applicable, at least forty-eight (48) hours before the commencement of any anticipated lay-off period.
- 17.4 The employer shall provide the union with the total number of employees affected and the reason(s) for the lay-off.

PART E: TERMINATION OF CONTRACT OF EMPLOYMENT**18. TERMINATION**

- 18.1 An employer or employee who wants to terminate a contract of employment during the first four (4) weeks of employment shall give at least twenty-four (24) hours' notice in writing of termination of service.
- 18.2 An employer or employee who wants to terminate a contract of employment after the first four (4) weeks of employment shall give at least seven (7) days' notice in writing—
 - 18.2.1 and where notice is to be worked at sea, then the last day of the notice shall coincide with the docking day of the vessel; or
 - 18.2.2 the party electing to terminate the employment relationship may elect payment in lieu of notice.
- 18.3 Nothing in this clause shall affect the rights of an employer or employee to terminate a contract of employment without notice for any justified reason recognised by law.

PART F: GENERAL**19. LIMITATION ON RIGHT TO STRIKE OR LOCKOUT**

- 19.1 No employee shall take part in or support any strike or lockout in respect of any dispute about the interpretation or application, including enforcement, of this Agreement.
- 19.2 No employee shall take part in or support any form of industrial action which may endanger the passage of a vessel or the lives of the crew on board that vessel.

20. MEDICAL EXAMINATIONS

- 20.1 As the nature of the fishing industry requires that employees be of good health, the employer may require an employee to undergo and pass a medical examination, at the expense of the employer, by a medical practitioner elected by the employer from the accredited SAMSA list of medical practitioners before being employed on a vessel and annually thereafter.
- 20.2 It is assumed that an employee who accepts the conditions set out in clause 20.1 above, thereby gives his irrevocable consent to the medical practitioner to make the results of the medical examination available to the employer.

PART G: REGULATION OF AGREEMENT**21. EXHIBITION OF AGREEMENT**

Every employer shall make this Agreement available to employees in the place of work.

22. ADMINISTRATION

- 22.1 The Council shall be responsible for the administration of this Agreement.
- 22.2 The Council may issue guidelines to employers and employees regarding the implementation and/or interpretation of the wording of his Agreement from time to time as it deems appropriate.
- 22.3 The Council shall request the Minister of Labour to appoint designated agents.
- 22.4 The Secretary of the Council may at any time require a designated agent to monitor compliance with the provisions of this Agreement.
- 22.5 A dispute about the interpretation, application or enforcement of this Agreement may be lodged with or referred to the Secretary of the Council by any person, for resolution in terms of this Agreement.
- 22.6 The Secretary of the Council may require a designated agent to investigate the dispute.
- 22.7 The designated agent shall investigate the facts surrounding the dispute and if the agent has reason to believe that this Agreement has been breached, the agent may endeavour to secure compliance with this Agreement through conciliation.
- 22.8 The designated agent shall submit within (7) seven days, a written report to the Secretary on the investigation, the steps taken to secure compliance and the outcome of those steps.

- 22.9 On receipt of the report, the Secretary may—
- 22.9.1 require the designated agent to make further investigations;
 - 22.9.2 if further conciliation is indicated, appoint a conciliator from the Council's panel of conciliators;
 - 22.9.3 refer the dispute for conciliation to the Disputes Committee of the Council;
 - 22.9.4 issue a compliance order; or
 - 22.9.5 refer the dispute to arbitration in terms of this Agreement.
- 22.10 If a conciliator is appointed or the dispute is referred to the Disputes Committee, the Secretary shall decide the date, time and venue of the conciliation meeting and shall serve notices of these particulars on the parties to the dispute.
- 22.11 If a compliance order is issued, that order shall be served on the party allegedly in breach of this Agreement.
- 22.12 The Secretary of the Council may apply to make the arbitration award an order of the Labour Court under section 158 (1) of the Labour Relations Act, 1995.
- 22.13 The provisions of this dispute procedure shall stand in addition to any other legal remedy through which the Council may enforce a collective agreement.

23. EXISTING AGREEMENTS

- 23.1 The parties acknowledge and recognise that all previously concluded agreements, the contents of which are not specifically dealt with in this Agreement, shall continue to be binding on the parties to such agreements.
- 23.2 All conditions applicable to the various participating employers shall, where they are more favourable than those concluded in this Agreement, remain in full force and effect. The parties agree that the mix of conditions may be amended, provided that no benefits are reduced.

24. EXEMPTIONS

- 24.1 Any application for exemption from the provisions of this Agreement shall be lodged with the Council in the specified form;
- 24.2 The Council shall consider the application and may grant an exemption on any conditions it considers appropriate.
- 24.3 The Council may grant an exemption to an employer or employee if—
- 24.3.1 it is fair to the employer, its employees and other employers and employees in the sector;
 - 24.3.2 it does not undermine this Agreement.
 - 24.3.3 it makes a material difference to the viability of a business;
 - 24.3.4 it will assist with unexpected economic hardship occurring during the currency of this Agreement and will save unnecessary job loss; and
 - 24.3.5 it has a limited lifespan.
- 24.4 The Council shall conduct its proceedings in a manner that it considers appropriate in order to determine the application fairly and quickly, but shall deal with the substantive merits of the application with the minimum of legal formalities.
- 24.5 Subject to the discretion of the Council regarding the appropriate form of proceedings, the applicant and any representative of the parties may give evidence, call witnesses and question witnesses of any party and address arguments to the Council.
- 24.6 Within fourteen (14) days of the conclusion of proceedings, the Council shall issue a decision, with reasons, which shall have the same effect as an arbitration award.
- 24.7 In accordance with a decision made in terms of clause 24.2 or 24.6, the Secretary of the Council shall issue a licence of exemption setting out—
- 24.7.1 the applicant's name;
 - 24.7.2 the clause from which the exemption has been granted;
 - 24.7.3 any conditions relating to the exemption; and
 - 24.7.4 the period of the exemption.
- 24.8 An independent body is hereby established to hear and decide any appeal brought against a decision of the Council.

25. COUNCIL LEVIES

- 25.1 Each employer shall deduct an amount of R7,20 per month from the remuneration of each employee as agreed by the council in terms of its Constitution.
- 25.2 Each employer shall pay to the Council an amount equivalent to that deducted from all its employees and make payment of the amounts referred to in clause 25.1 to the Council before the 7th day of the next month, with a schedule of the names of the employees from whom moneys have been deducted.

- 25.3 If any amount that is payable to the Council in terms of this Agreement is not paid by the stipulated date—
- 25.3.1 interest shall accrue on that amount from the stipulated date of payment;
 - 25.3.2 the employer shall become liable for any legal costs incurred by the Council for recovery of the amount due.
- 25.4 The Secretary of the Council shall keep a register of all employers engaged in the Industry.

PART H: DEFINITIONS

26. GENERAL DEFINITIONS COMMON TO ALL SECTORS

- 26.1 **"Basic Daily Rate"** means the basic daily rate of pay for the rank in which the employee is signed on the vessel as per individual existing plant level agreements.
- 26.2 **"Calendar Day"** means any day of the week including Saturdays and Sundays.
- 26.3 **"Commission"** means the amount payable to the employee for the unit tons landed multiplied by the commission rate for the rank in which the employee is signed on the vessel, which commission rate shall be as per the rates in existing individual plant level agreements.
- 26.4 **"Day"** means a period of 24 hours measured from when an employee commences work.
- 26.5 **"Deep-Sea Bottom Trawling"** means the fishing operations at sea in which the employers and their employees are associated for the purpose of Deep-Sea Bottom Trawling by way of a net for fin fish species outside a five nautical mile perimeter west of twenty degrees east longitude and outside the hundred-and-ten meters isobath east of twenty degree east longitude.
- 26.6 **"Fishing Industry"** means the Industry in which employers and employees are associated for the purposes of legally exploiting in respect of the Marine Living Resources Act, No. 18 of 1998, any form of marine living resource by searching, catching, taking or harvesting, farming, growing, the procuring and processing of fish, for financial gain, by Deep-Sea Bottom Trawling and In-Shore Bottom Trawling.
- 26.7 **"In-Shore Bottom Trawling"** means the fishing operations at sea in which the employers and their employees are associated for the purpose of Bottom Trawling within the hundred-and-ten meter isobath.
- 26.8 **"Lay-off"** means when an employer cannot provide employees with work and they are temporarily placed on forced unpaid leave.
- 26.9 **"Processing of Fish"** for the purposes of this definition means the activities undertaken on any vehicle or vessel at sea, where any substance or article is produced from any form of marine living resources by any method, including but not limited to the work of cutting up, dismembering, separating parts of, cleaning, sorting, lining and preserving thereof or where any form of marine living resources are packed, dried, gutted, salted, iced, chilled, frozen or otherwise processed for sale.
- 26.10 **"Remuneration"** means the sum of all moneys received by the employee from the employer, which includes but is not limited to—
- 26.10.1 basic daily rate;
 - 26.10.2 commission;
 - 26.10.3 bonuses;
 - 26.10.4 allowances; and
 - 26.10.5 leave pay
- 26.11 **"SAMSA"** means the South African Maritime Safety Authority.
- 26.12 **"Shore Leave"** means the number of leave days due to the employee upon completion of a voyage and shore leave shall commence upon actual arrival after the employee has been granted permission to leave the ship and has been paid. If a vessel docks after 12:00, shore leave shall commence the next day.
- 26.13 **"Working Day"** means any of or a combination of the following:
- 26.13.1 Working on board a fishing vessel;
 - 26.13.2 shore leave accumulated as referred to in clause 11.2;
 - 26.13.3 standby awaiting a vessel;
 - 26.13.4 working ashore awaiting a vessel; or
 - 26.13.5 any form of sanctioned paid leave.

27. DEFINITIONS FOR THE DEEP-SEA BOTTOM TRAWL SECTOR

- 27.1 **"Assistant Factory Supervisor"** means an employee who assists the factory supervisor in the performance of his duties.
- 27.2 **"Chargehand"** means an employee on board a trawler who actively works and supervises a team of factory/spare hands/fish-hold hands in the proper handling, gutting, cleaning, packing and stowage of the catch, and who reports to the factory supervisor in charge and who also performs other duties such as the preparation of production requirements (packaging, processing area, etc.) prior to sailing times, the cleaning and painting of production areas as required from time to time and assisting on deck as required by the Skipper.

- 27.3 **"Cook (complement up to and including 30 men)"** means an employee who is in possession of a Certificate of Efficient Cook or exempted by SAMSA, and who is responsible for the preparing of orders for victuals and for the preparation and cooking of food and who accounts for the galley and mess-room utensils and supplies of victuals, and who is also responsible for the cleanliness of the galley, mess-room and provision storage areas.
- 27.4 **"Cook-first (complement more than 30 men)"** means an employee who is in possession of a Certificate of Efficient Cook or exempted by SAMSA, and who is responsible for the preparing of orders for victuals and for the preparation and cooking of food and who accounts for the galley and mess-room utensils and supplies of victuals, and who is also responsible for the cleanliness of the galley, mess-room and provision storage areas.
- 27.5 **"Cook-second (applicable where the vessel complement is greater than 40)"** means an employee on a trawler, with a complement of more than 40 people, who assists the cook in the performance of his duties and who is in possession of a Certificate for Efficient Cook or exempted by SAMSA.
- 27.6 **"Deckhand-certificated"** means an employee who is in possession of a Grade 4 Certificate but who performs the duties of a grade 1 deckhand or leading deckhand.
- 27.7 **"Deckhand—Grade 1"** means an employee who is engaged as a deckhand on a freezer or fresh-fish trawler who is in possession of Certificates of Proficiency in Survival Craft and Efficient Deck Rating and who is knowledgeable about net mending and splicing and is familiar with all types of rigging and running gear, and who also takes watch as lookout or helmsman, if so required by the Skipper.
- 27.8 **"Deckhand—Grade 2"** means an employee who is engaged in catching, in handling fishing gear, in repairing nets, in cleaning and washing decks, and in assisting in the processing in the factory/stowage of the catch, and who takes a watch as lookout or helmsman if so required by the Skipper, and who also assists in keeping the ship clean and paints up to arm's length as required.
- 27.9 **"Deckhand—Leading"** means an employee who is part of the deckhand complement on a vessel and who has served at least 3 years as a deckhand on trawlers, and who is in possession of an Efficient Deck Rating Certificate, and who also performs the deck duties of an "un-certificated bosun" in that the employee co-ordinates the activities of the deckhands.
- 27.10 **"Factory Hand"** means an employee on a trawler who actively participates in the handling and processing of fish, who reports in the execution of his duties to the chargehand and performs any duties as may be required by the management of the company or the master of the vessel, and who may also be appointed to assist the cook with his duties, and who may further be instructed by the Skipper to assist in cleaning duties, i.e. galley, alley ways and toilets.
- 27.11 **"Factory Supervisor"** means an employee who is responsible to the Skipper, or his designate for the proper handling, stowage and quality control (HACCP) of the catch on a trawler and who is also responsible for ensuring that factory personnel carry out their duties in an efficient manner.
- 27.12 **"Fish-hold hand"** means an employee who assists the chargehand in the stowage of the catch and the performance of his duties, and who assists the deckhands with their duties when not occupied in the fish hold.
- 27.13 **"Fishmeal operator"** means an employee who is engaged in the production of fishmeal and who cleans and paints fishmeal plant spaces and fishmeal storage areas as required, and who fulfils other production functions as required, and whose remuneration is calculated in accordance with the rate of the alternative position the employee may occupy.
- 27.14 **"Galley hand"** means an employee who keeps the galley, alley ways, toilets and officers' cabins clean, who assists the cook in his duties and keeps all eating utensils clean, and who, at the skipper's discretion, assists in the handling of fish on deck at times when fishing is heavy.
- 27.15 **"Greaser"** means an employee who takes an engine-room watch together with a certificated marine engineer, and who assists in oiling and greasing machinery in the engine room and on deck, and who cleans and paints engine-room spaces.
- 27.16 **"Sparehand/long service sparehand"** means an employee on a trawler who actively participates in the handling and processing of fish and who reports in the execution of his duties to the chargehand and performs any duties he may be, required to do by the management of the company or the master of the vessel, and who may also be appointed to assist the cook with his duties, and who may further be instructed by the Skipper to assist in cleaning functions, i.e. cleaning the gallery, alley ways and toilets.

28. DEFINITIONS FOR THE INSHORE BOTTOM TRAWL SECTOR

- 28.1 **"Assistant marine engineer"** means an employee holding a certificate of competency as required by SAMSA, regulations for the vessel size the employee serves on, and who is appointed a watch-keeping officer to a trawler as required by the current Manning Regulations, No. 15304, 1 December 1993.
- 28.2 **"Bosun"** means an employee who co-ordinates the deck and fish-hold activities of the spare hands and deckhands and who takes a watch when necessary.

- 28.3 **"Chief engineer"** means an employee who holds a certificate of competency as required by SAMSA, regulations for the vessel size the employee serves on, and who is responsible for all technical aspects of the trawler.
- 28.4 **"Cook"** means an employee who is responsible for the preparing of orders for victuals and for the preparation and cooking of food, and who accounts for the galley and mess-room utensils and supplies of victuals, and who is responsible for the cleanliness of the galley, mess-room and provision storage areas, and who also assists with the working of fish on deck.
- 28.5 **"Deck hand"** means an employee engaged in catching, gutting and cleaning fish, in handling fishing gear, in repairing nets and in cleaning and washing decks, and who assists in the stowage of the catch, and who takes a watch as lookout or helmsman if so required by the Skipper, and who also assists in keeping the ship clean and who paints as required.
- 28.6 **"Deck hand—leading"** means an employee who co-ordinates the deck and fish-hold activities of the spare hands and deckhands and who takes a watch when necessary.
- 28.7 **"Driver"** means an employee who holds a certificate of competency as a marine motorman, grade 3, equivalent or higher, and who is appointed to a trawler not less than 350 kW, and who is responsible for the running of the engine and the upkeep and maintenance of all ancillary equipment and who also assists in the handling of the catch.
- 28.8 **"Mate"** means an employee who holds a certificate of competency as a fisherman grade 4, equivalent or higher, and who is appointed a watch-keeping officer and who is responsible to the Skipper for the handling of the catch, the assembly of fishing gear, the supervision of deck personnel and who may be the appointed safety officer or representative.
- 28.9 **"Skipper"** means an employee who holds a certificate of competency as a fisherman grade 4, equivalent or higher, and who is responsible for the safety, navigation, housekeeping and all operations of the trawler and the crew complement, and who directs fishing operations, and who has been appointed safety officer under section 36 of the Maritime Occupational and Safety Regulations, 1994.
- 28.10 **"Spare hand"** means an employee on a trawler who actively participates in the handling and processing of fish and who reports to the mate and performs any duties as may be required by the management of the company or the master of the vessel, and who may further be instructed by the Skipper to assist in cleaning functions, i.e. cleaning the galley, alley-ways and toilets.

Signed and agreed to in Cape Town this 11th day of December 2002.

J. CATTO

Chairman of the Council

P. ADONIS

Vice Chairman of the Council

N. DANIELS

Secretary of the Council

**Dog ate your Gazette?
... read it online**



www.SA Gazettes.co.za
.....

A new information Portal keeping you up to date with news, legislation, the Parliamentary programme and which is the largest pool of SA Gazette information available on the Web.

- Easily accessible through the www!
 - Government Gazettes - from January 1994
 - Compilations of all Indexes pertaining to the past week's Government Gazettes
 - All Provincial Gazettes - from September 1995
 - Parliamentary Bills - as of January 1999
- Available in full-text, with keyword searching
- Sabinet Online scans, formats, edits and organize information for you. Diagrams and forms included as images.
- No stacks of printed gazettes - all on computer. Think of the storage space you save.
- Offers Bill Tracker - complementing the SA Gazettes products.

For easy electronic access to full-text gazette info, subscribe to the SA Gazettes from Sabinet Online. Please visit us at www.sagazettes.co.za

Sabinet
 *Online*

*Looking for back copies and out of print issues of
the Government Gazette and Provincial Gazettes?*

The National Library of SA has them!

Let us make your day with the information you need ...

National Library of SA, Pretoria Division

PO Box 397

0001 PRETORIA

Tel.:(012) 321-8931, Fax: (012) 325-5984

E-mail: infodesk@nlsa.ac.za



*Soek u ou kopieë en uit druk uitgawes van die
Staatskoerant en Provinsiale Koerante?*

Die Nasionale Biblioteek van SA het hulle!

Met ons hoef u nie te sukkel om inligting te bekom nie ...

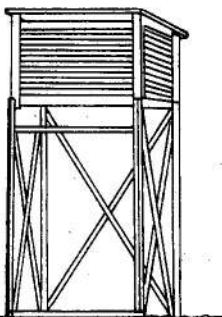
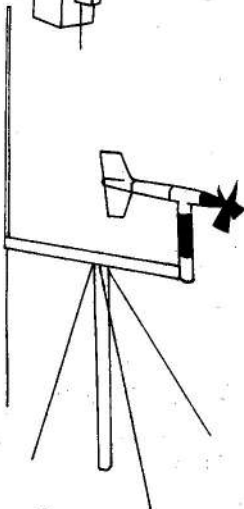
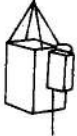
Nasionale Biblioteek van SA, Pretoria Divisie

Posbus 397

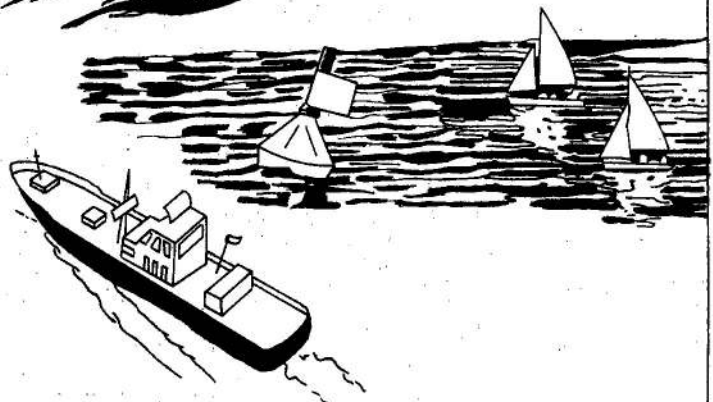
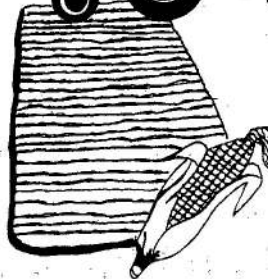
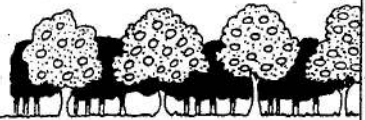
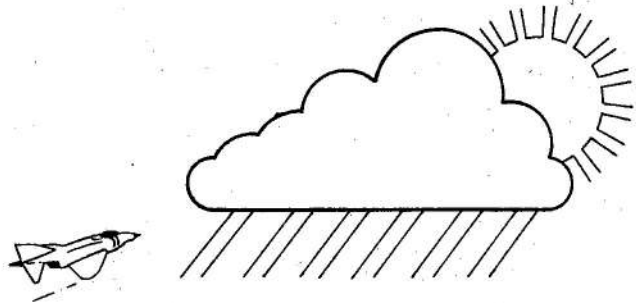
0001 PRETORIA

Tel.:(012) 321-8931, Faks: (012) 325-5984

E-pos: infodesk@nlsa.ac.za

SA WEATHER BUREAU SA WEERBURO

**W
E
A
T
H
E
R
·
S
E
R
V
I
C
E
S
·
W
E
E
R
D
I
E
N
S
T
E**



Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001

Publications: Tel: (012) 334-4508, 334-4509, 334-4510

Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504

Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737

Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510

Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504

Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737

Kaapstad-tak: Tel: (021) 465-7531