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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 385.]

[13 Maart 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

VLEISBEDRYF, OOS-LONDEN.

HOOFOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vleisbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (3) (e), 20 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrik Oos-Londen; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 5 (3) (e), 20 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrik Oos-Londen *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,

Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 385.]

[13 March 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

MEAT TRADE, EAST LONDON.

MAIN AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Meat Trade shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1, 2, 5 (3) (e), 20 and 21, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday the provisions of the Agreement, excluding those contained in clauses 1, 2, 5 (3) (e), 20 and 21, shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,

Deputy-Minister of Labour.

BYLAË

NYWERHEIDSRAAD VIR DIE VLEISBEDRYF,
OOS-LONDEN.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, No. 28 van 1956, gesluit en aangegaan deur en tussen die East London Meat Traders' Association

(hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

East London Meat Trade Union

(hieronder die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Vleisbedryf (Oos-Londen).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

1. Die bepalings van hierdie Ooreenkoms moet in die landrostdistrik Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat in die Vleisbedryf betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Bedryf werksaam is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms van toepassing op slegs dié werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir twee jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die sinsverband beteken—

"Wet" die Wet op Nywerheidsversoenig, No. 28 van 1956;

"eerste blokman" 'n gekwalifiseerde blokman wat aan die hoof staan van 'n kleinhandelslaghuis waarin een of meer blokmanne werksaam is;

"gekwalfiseerde blokman" 'n werknemer, uitgesonderd 'n los blokman, 'n blokmanassistent of 'n arbeider, wat vleis opsnij en wat klante in 'n kleinhandelslaghuis bedien en wat daarbenewens enige ander werk mag doen wat in 'n slaghuis nodig is en wat minstens vyf jaar ondervinding het;

"ongekwalifiseerde blokman" 'n werknemer wat minder as vyf jaar ondervinding in die Vleisbedryf het en wat die werk van 'n blokman leer;

"blokmanassistent" 'n werknemer, uitgesonderd 'n ongekwalifiseerde blokman of 'n arbeider, wat onder die toesig van 'n gekwalifiseerde blokman sodanige blokman help om vleis vir verkoop op te sny, wors te maak, vleis te maal en/of te pomp en wat nie-Blanke klante mag bedien;

"klerk" 'n werknemer wat uitsluitlik of hoofsaaklik enige soort klerklike werk verrig, en ook 'n kassier, telefonis en boekhouer;

"klerk, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding, of 'n vroulike klerk met minstens vier jaar ondervinding, na gelang van die geval;

"los werknemer" 'n werknemer wat vir hoogstens drie dae in 'n bepaalde week by 'n bepaalde werknemer in diens is;

"Raad" die Nywerheidsraad vir die Vleisbedryf (Oos-Londen) wat geag word ingevolge artikel *negentien* van die Wet op Nywerheidsversoenig, 1956, geregistreer te wees;

"bedryfsinrigting" 'n plek waarin die Vleisbedryf beoefen word;

"ondervinding" die totale lengte van alle dienstydyperke van 'n werknemer in een of meer beroepe in die Vleisbedryf sowel voor as na die datum waarop hierdie Ooreenkoms in werking tree, en ook enige tydperk of tydperke van altesaam nie langer as een maand nie gedurende 'n tydperk van twaalf (12) agtereenvolgende maande, waarin 'n werknemer van sy werk afwesig was weens oorsake buite die werknemer se beheer;

"Oos-Londen" die Landrostdistrik Oos-Londen;

"uurloon"—

(1) die dagloon gedeel deur agt in die geval van werknemers vir wie lone in klousule 4 (c) voorgeskryf word;

(2) die weekloon gedeel deur—

(a) 46 in die geval van werknemers vir wie lone in klousule 4 (a), (b), (h) en (i) voorgeskryf word;

(b) 48 in die geval van werknemers vir wie lone in klousule 4 (g) voorgeskryf word;

(c) 49 in die geval van werknemers vir wie lone in klousule 4 (f) voorgeskryf word;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE MEAT TRADE,
EAST LONDON.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between

The East London Meat Traders' Association

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

The East London Meat Trade Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being parties of the Industrial Council for the Meat Trade, East London.

1. SCOPE OF APPLICATION.

(1) The terms of this Agreement shall be observed within the Magisterial District of East London by all employers who are members of the employers' organisation and who are engaged in the Meat Trade, and by all employees who are members of the trade union and who are employed in that trade.

(2) Notwithstanding the provisions of sub-clause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section *forty-eight* of the Act, and shall remain in force for two years or for such period as may be determined by him.

3. DEFINITIONS.

(1) Any terms used in this Agreement, which are defined in the Act, shall have the same meaning as in the Act. Any reference to an Act shall include any amendments thereto, and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, No. 28 of 1956;

"first blockman" means a qualified blockman in charge of a retail butcher's shop in which one or more blockmen are employed;

"qualified blockman" means an employee other than a casual blockman, a blockman's assistant, or a labourer, who cuts up meat or serves customers in any retail butcher's shop, and who may, in addition, do any other work necessary in a butcher's shop and who has had not less than five years' experience;

"unqualified blockman" means an employee who has had less than five years' experience in the meat trade; and who is engaged in learning the work of a blockman;

"blockman's assistant" means an employee other than an unqualified blockman or a labourer, who, under the supervision of a qualified blockman, assists such blockman in cutting up meat for sale, making sausages, mincing and/or pumping meat, and who may serve non-European customers;

"clerical employee" means an employee who is wholly or mainly engaged in any form of clerical work and includes a cashier, telephone operator and bookkeeper;

"clerical employee, qualified," means a male clerical employee who has had not less than five years' experience or a female clerical employee who has had not less than four years' experience, as the case may be;

"casual employee" means an employee who is employed by a particular employer for not more than three days in any one week;

"Council" means the Industrial Council for the Meat Trade (East London), deemed to be registered in terms of section *nineteen* of the Industrial Conciliation Act, 1956;

"establishment" means any place in which the Meat Trade is carried on;

"experience" means the total length of all periods of employment an employee has had in one or more occupations in the Meat Trade, both before and subsequent to the date of commencement of this Agreement and includes any period or periods, not exceeding in all one month during any period of twelve (12) consecutive months during which an employee has been absent from work due to causes beyond the employee's control;

"East London" means the Magisterial District of East London;

"hourly wage" means—

(1) the daily wage divided by 8 in respect of employees for whom wages are prescribed in clause 4 (c);

(2) the weekly wage divided by—

(a) 46 in respect of employees for whom wages are prescribed in clause 4 (a), (b), (h) and (i);

(b) 48 in respect of employees for whom wages are prescribed in clause 4 (g);

(c) 49 in respect of employees for whom wages are prescribed in clause 4 (f);

(3) die maandloon gedeel deur 200 in die geval van werknemers vir wie lone in klousule 4 (d) en (e) voorgeskryf word;

"arbeider" 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:—

- (a) 'n Winkel skoonmaak;
- (b) bestellings wat deur 'n blokman opgemaak is, aflewer;
- (c) bestellings van klante buite die winkel neem;
- (d) sopvleis opsaag;
- (e) bene skoonmaak en opkap;
- (f) vet vir braaivet opnsy en smelt;
- (g) gereedskap skoonmaak en slyp;
- (h) pluimvee pluk en skoonmaak;
- (i) vleis pomp;
- (j) vleis maal;
- (k) wild en kalwers afslag en skoonmaak;
- (l) vleis vir die vervaardiging van kleingoedere opnsy;

"lewende hawe" 'n bul, koei, vers, os, kalf, skaap, lam, bok, yark of ander viervoetige dier wat bedoel is vir menslike verbruik;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikel (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar nie ook opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"motorvoertuigbestuurder" 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur wat vir die vervoer van goedere, met inbegrip van lewende hawe, gebruik word;

"Vleisbedryf"—

- (a) sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die hantering van vleis, hetsy in die groothandel of in die kleinhandel, en ook die bereiding van vleisprodukte indien dit gewoonlik in verband staan met die groothandel- of kleinhandelslagtersbedryf, met inbegrip van enige beroep en werksaamheid wat daarmee in verband staan; en vir die doel van hierdie woordomskriving omvat "vleis" ook vis en pluimvee;
- (b) die slag van lewende hawe en die preservering of bereiding van die karkasse of enige gedeelte daarvan vir verkoop;

"deeltydse werknemer" 'n werknemer wat vir hoogstens 24 gewone ure in 'n week by dieselfde werkgever as sodanig in diens is;

"winkelassistent" 'n werknemer wat bestellings opmaak en toedraai, die hoeveelhede en/of gewigte van goedere aanteken, goedere vir aflewering weeg, kleingoedere weeg en verkoop en/of gaar en/of bewerkte vleis en/of yars vleis wat vooraf gesny is, opnsy en/of in skyfies sny en verkoop;

"Sekretaris" die Sekretaris van die Nywerheidsraad vir die Vleisbedryf (Oos-Londen);

"hoofslagter" 'n slagter wat aan die hoof staan van een of meer slagters;

"slagter graad I" 'n werknemer wat lewende hawe doodmaak en/of laat doodbloei en karkasse afslag en/of skoonmaak;

"slagter graad II" 'n werknemer wat een of meer van die pligte van 'n slagter graad I uitvoer onder die toesig van of 'n slagter graad I of 'n hoofslagter;

"slagtersassistent" 'n werknemer wat, onder die toesig van 'n slagter graad I, die slagter by die slagpale help maar wat geen pligte van 'n slagter uitvoer nie;

"vervaardiger van kleingoedere en/of spekbereider" 'n werknemer, uitgesonderd 'n arbeider, wat wors, polonies, bloedwors, sult of enige vleisprodukt wat bedoel is vir menslike verbruik, maak en/of vleis kook of preserveer en/of spek berei;

"vervaardiger van kleingoedere en/of spekbereider, gekwalifiseer" 'n vervaardiger van kleingoedere en/of 'n spekbereider met minstens vyf jaar ondervinding;

"vervaardiger van kleingoedere en/of spekbereider, ongekwalifiseer," 'n vervaardiger van kleingoedere en/of 'n spekbereider met minder as vyf jaar ondervinding.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE.

(1) Geen lone wat laer as die volgende is, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:—

	Per week.
	R
(a) Eerste-blokman.....	24.80
Blokman, gekwalifiseer.....	22.80
Vervaardiger van kleingoedere en/of spekbereider (gekwalifiseer).....	22.80
(b) Ongekwalifiseerde blokman en/of vervaardiger van kleingoedere en/of spekbereider—	
Gedurende eerste jaar ondervinding.....	8.75
Gedurende tweede jaar ondervinding.....	10.32½
Gedurende derde jaar ondervinding.....	12.90
Gedurende vierde jaar ondervinding.....	14.80
Gedurende vyfde jaar ondervinding.....	19.10

(3) the monthly wage divided by 200 in respect of employees for whom wages are prescribed in clause 4 (d) and (e);

"labourer" means an employee exclusively employed in one or more of the following occupations:—

- (a) Cleaning of a shop;
- (b) the delivery of orders made up by a blockman;
- (c) the collection of orders from customers beyond the shop;
- (d) sawing up of soup meat;
- (e) cleaning and chopping of bones;
- (f) cutting up and melting of fat for dripping;
- (g) cleaning and grinding tools;
- (h) plucking and dressing of poultry;
- (i) pumping meat;
- (j) mincing of meat;
- (k) skinning and cleaning of game and calves;
- (l) cutting up meat for the manufacture of small goods;

"livestock" means any bull, cow, heifer, steer, calf, sheep, lamb, goat, pig or other quadruped intended for human consumption;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training or service for which he volunteers or which he elects to undergo;

"motor vehicle driver" means an employee wholly or mainly engaged in driving a motor vehicle used for the conveyance of goods, including livestock;

"Meat Trade" means—

- (a) without in any way limiting the ordinary meaning of the expression, the handling of meat, whether by wholesale or retail, including the preparation of meat products if normally associated with the retail or wholesale butchery business and including any occupations and operations incidental thereto if so associated: For the purpose of this definition, meat includes fish and poultry;
- (b) the slaughtering of livestock and the preservation or preparation for sale of the carcasses or any portion thereof.

"part time employee" means an employee who is employed as such by the same employer for not more than twenty-four ordinary hours in any one week;

"shop assistant" means an employee who assembles and parcels orders, records quantities and/or weights of goods, weighs goods for delivery, weighs and sells small goods and cutting and/or slicing and selling of cooked and/or processed meat, and/or pre-cut fresh meat;

"Secretary" means the Secretary of the Industrial Council for the Meat Trade, East London;

"head slaughterman" means a slaughterman in charge of one or more slaughtermen;

"slaughterman, first grade" means an employee engaged in killing and/or bleeding livestock and in flaying and/or dressing carcasses;

"slaughterman, second, grade" means an employee performing one or more of the duties of a slaughterman, first grade, under the supervision of either a slaughterman, first grade, or a head slaughterman;

"slaughterman's assistant" means an employee who, under the supervision of a slaughterman, first grade, assists the slaughterman in an abattoir, but does not perform any of the duties of a slaughterman;

"smallgoodsman and/or bacon curer" means an employee other than a labourer engaged in making sausages, polonies, black puddings, brawn or any meat product intended for human consumption and/or cooking or preserving meat and/or curing bacon;

"smallgoodsman and/or bacon curer, qualified," means a smallgoodsman and/or bacon curer who has had not less than five years' experience;

"smallgoodsman and/or bacon curer, unqualified," means a smallgoodsman and/or bacon curer who has had less than five years' experience.

(2) For the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly employed.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages lower than the following:—

	Per Week.
	R
(a) First blockman.....	24.80
Blokman, qualified.....	22.80
Smallgoodsman and/or bacon curer (qualified)....	22.80
(b) Unqualified blockman and/or smallgoodsman and/or bacon curer—	
During first year of experience.....	8.75
During second year of experience.....	10.32½
During third year of experience.....	12.90
During fourth year of experience.....	14.80
During fifth year of experience.....	19.10

(c) Los werknemer: 'n Pro rata-bedrag vir die werklike tydperk deur hom gewerk teen die voorgeskrewe loon wat van toepassing is op die klas werk wat hy verrig.

Per maand.

	R
(d) (i) Klerk (gekwalfiseerde man).....	81.43½
(ii) Klerk (ongekwalfiseerde man)—	
Gedurende eerste jaar ondervinding.....	36.92
Gedurende tweede jaar ondervinding.....	41.22
Gedurende derde jaar ondervinding.....	46.92½
Gedurende vierde jaar ondervinding.....	55.07
Gedurende vyfde jaar ondervinding.....	66.53½
(e) (i) Klerk (gekwalfiseerde vrou).....	51.33½
(ii) Klerk (ongekwalfiseerde vrou)—	
Gedurende eerste jaar ondervinding.....	29.64½
Gedurende tweede jaar ondervinding.....	33.72½
Gedurende derde jaar ondervinding.....	37.92
Gedurende vierde jaar ondervinding.....	44.41

Per week.

	R
(f) Arbeider (man)—	
Gedurende eerste jaar by dieselfde werkgever..	5.67½
Daarna by dieselfde werkgever.....	5.80
(g) Motorvoertuigbestuurders —	
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) hoogstens 1,000 lb. is.....	7.22½
(ii) meer as 1,000 lb. is.....	10.32½
(h) Hoofslagter.....	23.80
Slagter Graad I.....	10.32½
Slagter Graad II.....	8.75
Slagtersassistent.....	6.32½
Blokmansassistent.....	7.22½
(i) Winklassistent.....	8.75
(j) Deeltydse werknemer: Minstens 60 persent van die loon wat voorgeskryf word vir 'n gekwalfiseerde werker van die klas waarvan hy die werk verrig.	

(2) Die lone voorgeskryf in hierdie klousule, word geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Ingeval die lewenskostetoelae wat ingevolge genoemde Oorlogsmaatreël of wetgewing waardeur dit vervang word of wat in die plek daarvan gestel word, betaalbaar is, in so 'n mate verhoog word dat 'n werknemer geregtig word op besoldiging wat hoër is as die loon wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met 'n bedrag wat minstens aan 'so 'n verhoging van lewenskostetoelae gelyk is.

5. BETALING VAN LONE.

(1) Lone, oortydverdienste en ander besoldiging moet weekliks op Saterdag in kontant betaal word aan werknemers wat per week in diens geneem word, of op die gewone betaaldag van die bedryfs-inrigting aan werknemers wat op 'n maandelikse grondslag in diens geneem word of by diensbeëindiging in die geval van los werknemers of ander werknemers, indien dit voor die gewone betaaldag van sodanige werknemers sou plaasvind.

(2) Daar mag van geen werknemer vereis word om, as deel van sy dienskontrak, etes of huisvesting van sy werkgever of op enige plek deur sy werkgever aangewys, aan te neem of om goedere van sy werkgever te koop nie. Waar 'n werknemer daarmee instem om etes of huisvesting of albei aan te neem, mag die werkgever hoogstens die bedrae hieronder gespesifiseer, aftrek:—

	Vir etes en huisvesting.	Vir slegs etes.	Vir slegs huisvesting.
	R	R	R
Arbeiders.....	0.50	0.30	0.20
Alle ander werknemers	1.50	1.00	0.50

(3) Behoudens die bepalinge van klousule 18, mag geen boetes of bedrae van enige aard van die bedrae wat aan 'n werknemer verskuldig is as loon of betaling vir oortydwerk, afgetrek word nie; met dien verstande dat 'n werkgever die volgende mag aftrek:—

- Behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op die versoek van sy werkgever, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ontvang het;
- in die geval van 'n werknemer wat daarmee instem om etes en/of huisvesting van 'n werkgever te ontvang, hoogstens dié bedrag waarvoor daar in subklousule (2) van hierdie klousule voorsiening gemaak word;
- enige bedrag wat 'n werkgever ooreenkomstig 'n wet of bevel van 'n bevoegde hof vir of namens 'n werknemer moet of mag betaal en wel betaal het;

(c) Casual employee: Pro rata amount for the actual period worked by him at the prescribed rate applicable to the class of work he performs.

Per Month.

	R
(d) (i) Clerical employee (qualified male).....	81.43½
(ii) Clerical employee (unqualified male)—	
During first year of experience.....	36.92
During second year of experience.....	41.22
During third year of experience.....	46.92½
During fourth year of experience.....	55.07
During fifth year of experience.....	66.53½
(e) (i) Clerical employee (female), qualified.....	51.33½
(ii) Clerical employee (female), unqualified—	
During first year of experience.....	29.64½
During second year of experience.....	33.72½
During third year of experience.....	37.92
During fourth year of experience.....	44.41

Per Week.

	R
(f) Labourer (male)—	
During first year with same employer.....	5.67½
Thereafter (with the same employer).....	5.80
(g) Motor vehicle drivers —	
Driver of a motor vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lbs.....	7.22½
(ii) does exceed 1,000 lbs.....	10.32½
(h) Head slaughterman.....	23.80
Slaughterman, first grade.....	10.32½
Slaughterman, second grade.....	8.75
Slaughterman's assistant.....	6.32½
Blockman's assistant.....	7.22½
(i) Shop assistant.....	8.75
(j) Part-time employee: Not less than 60 per cent of the qualified wage at the prescribed rate applicable to the class of work he performs.	

(2) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wages prescribed in this clause, his wage shall be increased by an amount not less than such excess.

5. PAYMENT OF WAGES AND RATES.

(1) Wages, overtime rates and other remuneration shall be paid in cash weekly on Saturdays to employees who are employed by the week, or on the usual payday of the establishment to employees who are employed on a monthly basis, or on termination of employment in the case of a casual employee or other employees, if this should take place before the ordinary pay-day of such employees.

(2) No employee shall be required as part of his contract of employment to board or lodge with his employer or at any place nominated by his employer or to purchase any goods from his employer. Where an employee agrees to accept board or lodging, or both, deductions not exceeding the amounts specified hereunder, may be made by the employer:—

	For Board and Lodging.	For Board only.	For Lodging only.
	R	R	R
Labourers.....	0.50	0.30	0.20
All other employees...	1.50	1.00	0.50

(3) Subject to the provisions of clause 18, no fines or deductions of any kind shall be made from amounts due to any employee as wages or payment for overtime; provided that—

- except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving at the time thereof;
- an employer may deduct from such amounts, in the case of an employee who agrees to board and/or lodge with him, an amount not exceeding the amount provided for in sub-clause (2) of this clause;
- where an employer is legally or by order of any competent court required or permitted to make payment for or on behalf of an employee, any such amount so paid may be deducted;

- (d) met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfondse of enige bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of huisvesting in 'n koshuis wat sodanige werknemer okkupeer in 'n lokasie of Bantoeoord onder die beheer van sodanige munisipale raad of plaaslike bestuur;
- (e) met die skriftelike toestemming van sy werknemer, ledegedel vir die vakvereniging;
- (f) wanneer die gewone werkure soos voorgeskryf in klousule 7, weens korttyd verminder word, 'n bedrag, ten opsigte van elke uur van sodanige vermindering, gelyk aan die werknemer se weekloon gedeel deur die getal gewone ure wat sodanige werknemer in 'n week werk; met dien verstande dat geen bedrag afgetrek mag word nie—
- in die geval van korttyd wat as gevolg van 'n tekort aan grondstowwe ontstaan, tensy die werkgewer sy werknemer 24 uur vooraf kennis gee het van sy voorneme om die gewone werkure aldus in te kort;
 - in die geval van korttyd wat ontstaan as gevolg van slegte weerstoestande of 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende onklaarraking van geboue as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand, ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie.
- (4) Waar die sakeonderneming van 'n werkgewer nie die indiensneming van 'n voltydse vragmotorbestuurder vereis nie, word die werkgewer toegelaat om 'n werknemer teen die voorgeskrewe loon te besoldig vir die tyd wat hy werklik op die vragmotor gewerk het. Vir die res van die werknemer se tyd moet daar betaal word teen die heersende loon vir die soort werk wat hy verrig.
- (5) 'n Werkgewer mag, indien hy dit verlang, by die Raad aansoek doen om vrystelling van klousule 7 (1) (a) (iii), 8 (2) en 9 (1) van hierdie Ooreenkoms ten opsigte van 'n eerste blokman en/of vervaardiger van kleingoedere soos in klousule 3 omskryf; met dien verstande dat sodanige werknemer 'n salaris van minstens R1,080 per jaar ontvang.

6. GETALVERHOUDING VAN WERKNEMERS.

- (1) (a) *Slagter*.—'n Werkgewer mag nie 'n slagter graad II in diens neem nie tensy hy 'n slagter graad I in sy diens het, en vir elke slagter graad I wat by hom in diens is, mag daar hoogstens twee slagters graad II in diens geneem word.
- (b) *Slagtersassistent*.—'n Werkgewer mag nie 'n slagtersassistent in diens neem nie tensy hy 'n gekwalifiseerde slagter graad I of graad II in sy diens het, en vir elke slagter graad I of graad II wat in sy diens is, mag daar hoogstens twee slagtersassistenten in diens geneem word.
- (2) *Blokman*.—'n Werkgewer mag nie 'n ongekwalfiseerde blokman in diens neem nie tensy hy 'n gekwalifiseerde blokman in sy diens het, en vir elke gekwalifiseerde blokman wat in sy diens is, mag daar hoogstens een ongekwalfiseerde blokman in diens geneem word.
- (3) Vir die toepassing van hierdie klousule, mag 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n slagter of 'n blokman in verband met sy bedryfsinrigting verrig, geag word 'n slagter of 'n blokman, na gelang van die geval, te wees; met dien verstande dat—
- hy die Raad daarvan oortuig dat hy weens sy praktiese kennis van die Bedryf bevoeg is om die werk van 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter, na gelang van die geval, te verrig; en
 - hy van die Raad 'n sertifikaat verkry, onderteken deur die Sekretaris en die Voorsitter van die Raad, wat aan hom magtiging verleen om hom, vir die toepassing van hierdie klousule, as 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter te beskou ten opsigte van 'n bepaalde slaghuys of slagpaal, na gelang van die geval.
- (4) Indien 'n werkgewer die kleinhandelvleisbedryf in meer as een slaghuys beoefen of lewende hawe by meer as een slagpaal slag, mag sodanige werkgewer, vir die toepassing van hierdie klousule, nie ten opsigte van meer as een slaghuys of slagpaal geag word 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter, na gelang van die geval, te wees nie.
- (5) 'n Werkgewer mag nie 'n winklassistent in diens neem nie tensy hy 'n gekwalifiseerde blokman in sy diens het, en vir elke gekwalifiseerde blokman mag hy nie meer as een winklassistent in diens hê nie.
- (6) Hierdie klousule is ten opsigte van elke bedryfsinrigting van 'n werkgewer afsonderlik van toepassing.

7. WERKURE.

- (1) *Gewone werkure*.—Die gewone werkure van 'n werknemer is, hoogstens die volgende:—
- In die geval van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat in of in verband met die Vleisbedryf werksaam is:—
 - 'n Motorvoertuigbestuurder, 48 in 'n week van ses werkdag; met dien verstande dat daar hoogstens 10 uur op 'n bepaalde dag gewerk word;

- with the written consent of his employee, a deduction may be made for holiday, sick benefit, insurance, savings, provident or pension funds, or any amount which an employer has paid to any Municipal Council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Native village under the control of such Council or local authority;
 - with the written consent of his employee, subscriptions to the trade union;
 - whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short time, a deduction may be made in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no deduction shall be made—
 - in a case of short time arising out of shortage of raw materials, unless the employer has given his employee 24 hours' notice of his intention so to reduce the ordinary hours of work;
 - in the case of short time arising out of the vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of buildings due to accidents or other unforeseen emergency in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available.
- (4) Where the business of an employer does not necessitate the employment of a full-time lorry driver, the employer shall be permitted to pay an employee at the prescribed rate for the time actually worked on the lorry. The balance of such employee's time shall be paid for at the rate prevailing for the class of work he performs.
- (5) An employer may, if he so desires, apply to the Council for exemption from clauses 7 (1) (a) (iii), 8 (2) and 9 (1) of this Agreement in respect of a first blockman and/or smallgoodsman defined in clause 3; provided that such employee be in receipt of a salary of not less than R1,080 per annum.

6. PROPORTION OR RATIO OF EMPLOYEES.

- (1) (a) *Slaughterman*.—An employer shall not employ a slaughterman, second grade, unless he has in his employ a slaughterman, first grade, and for each slaughterman, first grade, in his employ, not more than two slaughtermen, second grade, shall be employed.
- (b) *Slaughterman's Assistant*.—An employer shall not employ a slaughterman's assistant, unless he has a slaughterman, first grade or second grade, in his employ, and for each slaughterman, first grade or second grade, in his employ, not more than two slaughterman's assistants shall be employed.
- (2) *Blockman*.—An employer shall not employ an unqualified blockman unless he has in his employ a qualified blockman, and for each qualified blockman employed, not more than one unqualified blockman may be employed.
- (3) For the purpose of this clause an employer who is wholly or mainly engaged in performing the duties of a slaughterman or a blockman in connection with his establishment, may be deemed to be a slaughterman or a blockman, as the case may be; provided that—
- he satisfies the Council that by reason of his practical knowledge of the trade, he is competent to perform the work of a qualified blockman or a qualified slaughterman, as the case may be; and
 - he obtains from the Council a certificate signed by the Secretary and the Chairman of the Council, authorising him to reckon himself a qualified blockman or a qualified slaughterman, for the purpose of this clause, in respect of a specified shop or abattoir, as the case may be.
- (4) Where an employer carries on the retail meat trade in more than one shop or the slaughtering of livestock in more than one abattoir, such employer shall not, for the purpose of this clause, be reckoned as a qualified blockman or a qualified slaughterman in respect of more than one shop or one abattoir, as the case may be.
- (5) An employer shall not employ a shop assistant unless he has in his employ a qualified blockman and for each qualified blockman not more than one shop assistant may be employed by him.
- (6) This clause shall apply separately in respect of each establishment of an employer.

7. HOURS OF WORK.

- (1) *Ordinary Hours of Work*.—The ordinary hours of work of an employee shall not exceed—
- in the case of an employee employed in or in connection with the meat trade, other than a casual employee or a part-time employee—
 - a motor vehicle driver, 48 in a week of six working days; provided that not more than 10 hours are worked on any one day;

- (ii) 'n arbeider, 49 in 'n week van ses werkdag; met dien verstande dat daar hoogstens 10 uur op 'n bepaalde dag gewerk word;
- (iii) alle ander werknemers wat werksaam is in of in verband met 'n slaghuis, 46 uur in 'n week van ses werkdag; met dien verstande dat daar hoogstens 9 uur op 'n bepaalde dag gewerk word, met uitsondering van Vrydae wanneer daar tien uur gewerk mag word, maar wanneer sodanige Vrydag 'n openbare vakansiedag is, mag daar tien uur op die vorige Donderdag gewerk word; en voorts met dien verstande dat waar daar 'n openbare vakansiedag in 'n week voorkom, die ure wat 'n werknemer gewoonlik werk op die bepaalde dag waarop die openbare vakansiedag voorkom, ingesluit moet word wanneer die weeklikse totaal van 46 uur bereken word;
- (iv) alle ander werknemers, uitgesonderd diegene wat in of in verband met 'n kleinhandelslaghuis werksaam is, 46 uur per week; met dien verstande dat daar hoogstens tien uur op 'n bepaalde dag gewerk mag word;
- (b) in die geval van 'n deeltydse werknemer, hoogstens 24 uur in 'n bepaalde week, en in die geval van 'n los werknemer, agt uur op 'n bepaalde dag; met dien verstande dat—
- (i) waar daar van 'n werknemer in 'n kleinhandelslaghuis vereis word om 'n klant te bedien na voltooiing van die gewone werkure wat in paragraaf (a) (iii) en (b) bedoel word, genoemde gewone werkure met hoogstens vyftien minute verleng mag word en sodanige verlenging nie as deel van die gewone werkure of oortydwerkure gereken mag word nie;
- (ii) waar daar op 'n bepaalde dag van 'n werknemer wat in of in verband met 'n bedryfsinrigting, uitgesonderd 'n kleinhandelslaghuis werksaam is of van 'n motorvoertuigbestuurder wat in verband met 'n kleinhandelslaghuis werksaam is, vereis word om minder as tien uur op 'n bepaalde dag in elke week te werk, die beperking van tien uur, soos voorgeskryf in paragraaf (a) (i) op die ander dae van die week oorskry mag word indien die weeklikse beperking van 48 uur nie weens sodanige verlenging oorskry word nie.
- (2) 'n Werkgewer mag nie van sy werknemer wat in of in verband met 'n slaghuis werksaam is, vereis om vir langer as 5 uur aaneen sonder 'n pouse van minstens een uur te werk nie, behalwe op 'n Saterdagoggend, wanneer die pouse 15 minute moet wees; met dien verstande dat—
- (a) werkdagperke wat deur pouses van korter as een uur onderbreek word, geag moet word aaneenlopend moet wees;
- (b) alle tyd in 'n werkdagbestek van 12 uur voltooi moet word.
- (3) Behoudens die bepalinge van subklousule (2), moet alle werkure agtereenvolgens wees.
- (4) (a) Geen werkgewer mag sy werknemers later as 1 nm. op Saterdag laat werk nie.
- (b) Geen werknemer wat in die gereelde diens van 'n werkgewer in die Vleisbedryf is, mag sonder die skriftelike toestemming van die Raad toegelaat word om buite die ure wat hy ingevolge die bepalinge van hierdie klousule vir sy oorspronklike werkgewer moet werk, by 'n tweede werkgewer in die Vleisbedryf te werk nie.

8. TYDSTATE, PRESENSIE- EN LOONREGISTERS.

- (1) Elke werkgewer moet op 'n opvallende plek in sy slaghuis 'n "tydstaat" vertoon waarop die tyd gemeld word wat elke werknemer gedurende die daaropvolgende week moet werk.
- (2) Elke werknemer, uitgesonderd 'n arbeider, moet elke dag die tyd waarop hy begin werk en die tyd waarop hy vir die dag met sy werk uitskei, tesame met die besonderhede omtrent die tyd waarop hy vir sy etensure ophou werk en die tyd wat hy daarna weer begin werk, en die begin- en eindtyd van alle ander tydperke gedurende die dag waarop hy nie gewerk het nie, inskryf in 'n tydregister wat sy werkgewer moet verskaf. 'n Werknemer moet elke inskrywing in sodanige register parafeer.

9. OORTYDWERK.

- (1) Alle tyd wat daar langer gewerk word as die getal ure wat ten opsigte van 'n dag of 'n week in subklousule (1) van klousule 7 van hierdie Ooreenkoms voorgeskryf word, word geag oortydwerk te wees.
- (2) 'n Werkgewer mag nie van sy werknemer vereis om vir langer as twee uur op 'n bepaalde dag, ses uur in 'n bepaalde week of tagtig uur in 'n bepaalde jaar oortyd te werk nie.
- (3) 'n Werkgewer moet—
- (a) sy werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat oortyd werk, minstens een en 'n half maal die weekloon wat hy ten tyde daarvan ontvang, gedeel deur die getal gewone weeklikse werkure wat in subklousule (1) van klousule 7 vir sodanige werknemer voorgeskryf word betaal;
- (b) sy los werknemer wat oortyd werk, minstens een en 'n half maal die dagloon wat hy ten tyde daarvan ontvang, gedeel deur agt, betaal;
- (c) sy deeltydse werknemer wat oortyd werk, minstens een en 'n half maal die weekloon betaal wat hy ten tyde daarvan ontvang gedeel deur 24;
- ten opsigte van elke uur of gedeelte van 'n uur wat daar altesaam in 'n bepaalde week gewerk is.

- (ii) a labourer, 49 in a week of six working days; provided that not more than 10 hours are worked on any one day;
- (iii) all other employees employed in or in connection with a butcher's shop, 46 in a week of six working days; provided that not more than nine hours are worked on any one day except Fridays when 10 hours may be worked, but when such Fridays are public holidays, then 10 hours may be worked on the preceding Thursday, and provided further that where a public holiday occurs in any week, the hours which are normally worked by an employee on a particular day on which the public holiday occurs, shall be included when calculating the weekly total of 46 hours;
- (iv) all other employees other than those employed in or in connection with a retail butcher's shop, 46 hours per week; provided that not more than 10 hours are worked on any one day;
- (b) in the case of a part-time employee, not more than 24 hours in any week and in the case of a casual employee, eight hours on any one day; provided that—
- (i) where an employee in a retail butcher's shop is required to attend to a customer after the completion of the ordinary hours of work referred to in paragraphs (a) (iii) and (b), the said ordinary hours of work may be exceeded by not more than fifteen minutes and such excess shall not be reckoned as part of the ordinary hours of work or overtime;
- (ii) where on any one day an employee employed in or in connection with an establishment, other than a retail butcher's shop, or a motor vehicle driver employed in connection with a retail butcher's shop, is required to work less than 10 hours on any one day in every week, the limit of 10 hours prescribed in paragraph (a) (i) may on the remaining days of the week be exceeded by not more than one hour if by such extension the weekly limitation of 48 hours is not exceeded.
- (2) An employer shall not require his employee in or in connection with a butcher's shop to work for more than five hours continuously without an interval of not less than one hour, except on a Saturday morning when the interval shall be 15 minutes; provided that—
- (a) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (b) all time shall be completed in a spreadover of twelve hours.
- (3) Save as provided in sub-clause (2), all hours of work shall be consecutive.
- (4) (a) No employer shall employ his employees later than 1 p.m. on Saturdays.
- (b) No employee in regular employment with an employer in the Meat Trade shall be permitted to work for a second employer in the Trade outside the hours he is called upon to work in terms of this clause for his original employer without the written consent of the Council.

8. TIME SHEETS, ATTENDANCE AND WAGE REGISTERS.

- (1) Every employer shall keep exhibited in a conspicuous place within his shop a "time sheet" showing the time to be worked daily by every employee for the ensuing week.
- (2) Every employee other than a labourer shall each day enter in a time register, which his employer shall provide, the time he starts work and the time he finally ceases work for the day, together with the particulars as to the time he ceases work for his meal hours and the time he resumes work thereafter and the commencing and finishing times of any other periods during the day during which he was not employed. An employee shall initial every entry made in such register.

9. OVERTIME.

- (1) All time worked in excess of the number of hours prescribed in respect of a day or week in sub-clause (1) of clause 7 of this Agreement, shall be deemed to be overtime.
- (2) An employer shall not require his employee to work overtime for more than two hours on any one day, six hours in any one week, or eighty hours in any one year.
- (3) An employer shall pay—
- (a) to his employee, other than a casual employee or a part-time employee, who works overtime, not less than one and one-half times the weekly wage he is receiving, divided by the number of weekly ordinary hours of work prescribed for such employee in sub-clause (1) of clause 7;
- (b) to his casual employee, who works overtime, not less than one and one-half times the daily wage he is receiving, divided by eight;
- (c) to his part-time employee, who works overtime, not less than one and one-half times the weekly wage he is receiving, divided by twenty-four;
- in respect of each hour or part of an hour worked in the aggregate in any one week.

(4) Daar mag van geen werknemer vereis word om sonder sy toestemming oortyd te werk nie.

10. WERK OP SONDAG EN BESOLDIGING VIR WERK OP SONDAG.

(1) Geen werknemer mag sonder die toestemming van die Raad op 'n Sondag werk nie.

(2) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet die werkgever die werknemer soos volg betaal:—

(a) Indien hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens die gewone besoldiging wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(b) as hy aldus werk vir 'n tydperk van langer as vier uur, besoldiging teen minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op elke Sondag gewerk, of besoldiging teen minstens dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

11. VERLOF EN BESOLDIGING.

(1) Elke werknemer is geregtig op verlof met volle besoldiging op alle openbare vakansiedae; met dien verstande dat wanneer twee openbare vakansiedae op twee agtereenvolgende dae val, 'n werkgever van 'n werknemer mag vereis om hoogstens drie uur op die tweede dag soos hierbo bedoel, te werk tussen die ure 6 v.m. en 9 v.m., en vir elke uur of gedeelte van 'n uur aldus gewerk, moet die werkgever sodanige werknemer een en 'n half maal sy uurloon betaal.

(2) Aan elke werknemer vir wie lone in klousule 4 (1) (a), (b), (d), (e), (i) en (j) voorgeskryf word, moet daar in elke jaar diens by dieselfde werkgever drie agtereenvolgende weke afwesigheidsverlof met volle betaling verleen word, en aan elke werknemer vir wie lone in klousule 4 (1) (f), (g) en (h) voorgeskryf word, moet daar in elke jaar diens by dieselfde werkgever twee agtereenvolgende weke afwesigheidsverlof met volle betaling verleen word; met dien verstande dat, indien 'n openbare vakansiedag binne die tydperk val van die verlof wat verleen is, sodanige vakansiedag by genoemde tydperk van afwesigheidsverlof met volle besoldiging gevoeg moet word. Die werkgever moet die tyd wanneer sodanige verlof geneem moet word, so vasstel dat dit begin binne die maand na die voltooiing van 'n jaar diens, maar hierdie verlof mag nie saamval nie met enige tydperk van verpligte opleiding ingevolge die Verdedigingswet of met siekteverlof wat ooreenkomstig klousule 12 verleen is. Die werkgever moet sy werknemer se loon vir die vakansietydperk betaal voordat sodanige werknemer met verlof gaan.

(3) (a) Wanneer die diens van 'n werknemer vir wie lone in klousule 4 (1) (a), (b), (d), (e), (i) en (j) voorgeskryf word, beëindig word voor die voltooiing van 'n jaar diens maar na die voltooiing van een maand diens, moet die werkgever vir en in plaas van verlof, ten opsigte van elke voltooide week diens in die onvoltooide jaar, drie twee-en-veertigstes van 'n week se loon betaal teen die loon wat die werknemer ten tyde van sodanige diensbeëindiging ontvang het. In die geval van 'n werknemer wat maandeliks besoldig word, word "weekloon" geag die maandloon te wees, gedeel deur vier en een derde.

(b) Wanneer die diens van 'n werknemer vir wie lone in klousule 4 (1) (f), (g) en (h) voorgeskryf word, beëindig word voor die voltooiing van 'n jaar diens maar na die voltooiing van een maand diens, moet die werkgever vir en in plaas van verlof, ten opsigte van elke voltooide week diens in die onvoltooide jaar, een ses-en-twintigste van 'n week se loon betaal teen die loon wat 'n werknemer ten tyde van sodanige diensbeëindiging ontvang het. In die geval van 'n werknemer wat maandeliks besoldig word, word "week se loon" geag die maandloon te wees, gedeel deur vier en een derde.

(4) Geen werknemer mag enige werk in die Bedryf verrig terwyl hy met verlof is nie.

(5) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk in te sluit ten opsigte waarvan 'n werkgever 'n werknemer ooreenkomstig klousule 14 betaal in plaas van kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) met siekteverlof kragtens klousule 12;
- (c) op las of op die versoek van sy werkgever;
- (d) terwyl hy militêre opleiding ondergaan;

en van altesaam tien weke ten opsigte van items (a), (b) en (c) beeloop, plus enige tydperk van militêre opleiding tot 'n maksimum van vier maande wat in daardie jaar ondergaan is, en diens word geag soos volg te begin:—

- (i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens was en op wie enige wet waarby daar voorsiening vir jaarlikse verlof gemaak word, van toepassing was maar wat nie op 'n tydperk van jaarlikse verlof daarkragtens geregtig geword het nie, op die datum waarop sodanige diens begin het;

(4) No employee shall be required to work overtime without his consent.

10. SUNDAY WORKING AND PAYMENTS.

(1) No employee shall be employed on a Sunday without the permission of the Council.

(2) Whenever an employee, other than a casual employee, works on a Sunday, the employer shall pay to the employee—

(a) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, or

(b) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on each Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

11. HOLIDAYS AND PAYMENTS.

(1) Each employee shall be entitled to leave on full pay on all public holidays; provided that when two public holidays fall on successive days, an employer may require an employee to work not more than three hours on the second day above referred to, between the hours of 6 a.m. and 9 a.m. and shall pay such employee at the rate of one and one-half times his hourly wage for each hour or part of an hour so worked.

(2) Each employee for whom wages are prescribed in clause 4 (1) (a), (b), (d), (e), (i) and (j) shall be given in each year of service with the same employer three consecutive weeks' leave of absence on full pay and each employee for whom wages are prescribed in clause 4 (1) (f), (g) and (h) shall be given in each year of service with the same employer two consecutive weeks' leave of absence on full pay; provided that, should any public holiday fall within the period of leave granted, such holiday shall be added to the said period of leave of absence on full pay. The employer shall fix the time when such leave shall be taken so as to commence within the month after the completion of a year's service, but this leave shall not run concurrently within any period of compulsory training under the Defence Act or sick leave granted in terms of clause 12. The employer shall pay his employee his wages for the holiday period before such employee goes on leave.

(3) (a) When the service of an employee, for whom wages are prescribed in clause 4 (1) (a), (b), (d), (e), (i) and (j), is terminated before the completion of a year's service, but after the completion of one month's service, the employer shall for and in lieu of leave, pay to the employee for each completed week of service in the uncompleted year three fifty-seconds of a week's pay at the rate which the employee was receiving when such service terminated. In the case of a monthly paid employee "week's pay" shall be deemed to be the monthly rate divided by four and one-third.

(b) When the service of an employee, for whom wages are prescribed in clause 4 (1) (f), (g) and (h) is terminated before the completion of a year's service, but after the completion of one month's service, the employer shall for and in lieu of leave, pay to the employee for each completed week of service in the uncompleted year one twenty-sixth of a week's pay at the rate the employee was receiving when such service terminated. In the case of a monthly paid employee "week's pay" shall be deemed to be the monthly rate divided by four and one-third.

(4) No employee while on leave shall perform any work in the trade.

(5) For the purpose of this clause the expression "service" shall be deemed to include any period in respect of which an employer, in terms of clause 14, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 12;
- (c) on instructions or at the request of his employer;
- (d) on military training;

amounting in any year to not more than ten weeks in respect of items (a), (b) and (c), plus any period of military training up to a maximum of four months undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;
- (ii) in the case of an employee who was in employment before the coming into force of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of annual leave in terms thereof, on the date on which such employment commenced;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste datum.

(6) (a) Waar die diens van 'n werknemer vir wie lone in klousule 4 (1) (a), (b), (d), (e), (i) en (j) voorgeskryf word, beëindig word na die voltooiing van 'n jaar diens maar voordat sodanige jaarlikse verlof ooreenkomstig subklousule (2) verleen is, moet die werkgever by sodanige beëindiging aan die werknemer, in plaas van sodanige verlof, ten opsigte van elke maand van sodanige diens een kwart van 'n week se loon teen die besoldiging wat die werknemer ten tyde van sy diensbeëindiging ontvang het, betaal. Vir die toepassing van hierdie subklousule, word 'n "week se loon" in die geval van 'n maandeliks besoldigde werknemer geag die maandloon te wees, gedeel deur vier en een derde.

(b) Waar die diens van 'n werknemer vir wie lone in klousule 4 (1) (f), (g) en (h) voorgeskryf word, beëindig word na die voltooiing van 'n jaar diens maar voordat die jaarlikse verlof ooreenkomstig subklousule (2) aan hom verleen is, moet die werkgever by sodanige diensbeëindiging, in plaas van verlof, een sesde van 'n week se loon ten opsigte van elke maand van sodanige diens aan die werknemer betaal teen die besoldiging wat die werknemer ten tyde van sy diensbeëindiging ontvang het. Vir die toepassing van hierdie subklousule word 'n "week se loon" in die geval van 'n maandeliks besoldigde werknemer geag die maandelikse besoldiging te wees, gedeel deur vier en een derde.

(7) 'n Werknemer is nie op betaling vir verlof wat opgehoop het, geregtig nie—

(a) as hy sy werk verlaat sonder om die kennis te gee en die kennisgewingstermyn te werk wat in klousule 14 voorgeskryf word, tensy die werkgever van sodanige kennisgewing afgesien het; of

(b) as hy sy diens sonder 'n regsgeldige rede verlaat; of

(c) as hy sonder kennisgewing deur sy werkgever ontslaan word om 'n regsgeldige rede vir sodanige ontslag sonder kennisgewing.

12. SIEKTEVERLOF EN BESOLDIGING.

(1) 'n Werkgever moet aan sy werknemer wat na vier maande diens by hom van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk wat ooreenkomstig die Ongevalwet, 1941, vergoedbaar is—

(a) in die geval van 'n werknemer wat vyf dae per week werk, minstens 20 werkdag; en

(b) in die geval van 'n werknemer wat ses dae per week werk, minstens 24 werkdag; en

(c) in die geval van 'n werknemer wat sewe dae per week werk, minstens 28 dae;

siekteverlof of altesaam verleen gedurende elke kringloop van twee jaar diens en moet aan hom ten opsigte van sodanige tydperk van afwesigheid minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat—

(i) 'n werknemer gedurende die eerste twee jaar nie op siekteverlof met volle besoldiging vir meer as een dag geregtig is nie ten opsigte van elke maand diens by dieselfde werkgever, onderworpe aan 'n maksimum van 10 dae in elke jaar ten opsigte van 'n werknemer in subklousule (1) (a) bedoel;

(ii) 'n werkgever as 'n voorafgestelde voorwaarde vir die betaling, deur hom, van enige bedrag wat 'n werknemer eis ten opsigte van enige tydperk van afwesigheid weens siekte, van die werknemer mag vereis om 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, in te dien wat die aard en duur van die werknemer se siekte bevestig;

(iii) waar daar by enige wet van 'n werkgever vereis word om hospitaalgelde te betaal ten opsigte van 'n werknemer en hy sodanige gelde wel betaal, die bedrag aldus betaal, in mindering gebring mag word teen die betaling wat ingevolge hierdie klousule ten opsigte van siekte verskuldig is.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer afwesig is—

(a) met siekteverlof ooreenkomstig hierdie klousule;

(b) met verlof ooreenkomstig klousule 11;

(c) op las of op die versoek van sy werkgever;

(d) terwyl hy militêre opleiding ondergaan;

en wat hoogstens tien weke in 'n jaar beloop ten opsigte van items (a), (b) en (c), plus 'n tydperk van hoogstens vier maande militêre opleiding wat in daardie jaar ondergaan is, en enige dienstrydperk by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms word vir die toepassing van hierdie klousule geag diens kragtens hierdie Ooreenkoms te wees, en alle siekteverlof met besoldiging wat aan sodanige werknemer gedurende sodanige tydperk verleen is, word geag ooreenkomstig die bepalings van hierdie Ooreenkoms verleen te gewees het.

13. DIENSSERTIFIKAAT.

(1) Elke werkgever moet 'n dienssertifikaat wat die naam en adres van die werknemer, die aard van sy beroep, sy dienstryd en die loon wat aan hom betaal is, meld, gratis aan elke werknemer uitreik wanneer hy sodanige werkgever se diens verlaat.

(iii) in the case of any other employee, on the date on which such employee entered his employer's service or on the date of the coming into force of this Agreement, whichever is the later.

(6) (a) Where the service of an employee, for whom wages are prescribed in clause 4 (1) (a), (b), (e), (i) and (j) is terminated after the completion of any year's service, but before such annual leave has been granted in terms of sub-clause (2), the employer shall upon such termination pay to the employee in lieu of such leave one-quarter of a week's pay in respect of each month of such service at the rate the employee was receiving when his service was terminated. For the purpose of this sub-clause a "week's pay" in the case of a monthly paid employee shall be deemed to be the monthly rate divided by four and one-third.

(b) Where the service of an employee, for whom wages are prescribed in clause 4 (1) (f), (g) and (h) is terminated after the completion of any year's service, but before annual leave has been granted, in terms of sub-clause (2), the employer shall upon such termination pay to the employee in lieu of leave one-sixth of a week's pay of each month of such service at the rate the employee was receiving when his service was terminated. For the purpose of this sub-clause a "week's pay" in the case of a monthly paid employee shall be deemed to be the monthly rate divided by four and one-third.

(7) An employee shall not be entitled to any payment for leave in accrual—

(a) if he leaves his employment without having given and served the period of notice prescribed in clause 14, unless the employer has waived such notice; or

(b) if he leaves his employment without notice legally recognised as sufficient; or

(c) if he is dismissed by his employer without notice for any cause legally recognised as sufficient for such dismissal without notice.

12. SICK LEAVE AND PAYMENTS.

(1) employer shall grant to his employee who, after four months' employment with him, is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

(a) in the case of an employee who works a five-day week, not less than 20 work days;

(b) in the case of an employee who works a six-day week, not less than 24 work days; and

(c) in the case of an employee who works a seven-day week, not less than 28 days;

sick leave in the aggregate during each cycle of two years' employment and shall pay to him in respect of the period of absence in respect thereof not less than the wage he would have received had he worked during such period; provided that—

(i) in the first two years of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one day in respect of each month of employment with the same employer, subject to a maximum of 10 days in each year in respect of an employee referred to in sub-clause (1) (a);

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed by an employee in respect of any period of absence owing to illness require the employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's illness;

(iii) where an employer is by any law required to pay hospital fees in respect of an employee and pays such fees, the amount so paid may be set-off against the payment due in respect of sickness in terms of this clause.

(2) For the purpose of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is absent—

(a) on sick leave in terms of this clause;

(b) on leave in terms of clause 11;

(c) on the instructions or at the request of his employer;

(d) on military training;

amounting in any year to not more than 10 weeks in respect of items (a), (b) and (c) plus a period of up to four months military training undergone in that year, and any period of employment with the same employer immediately before the date of coming into operation of this Agreement shall for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement.

13. CERTIFICATE OF SERVICE.

(1) Every employer shall issue free of charge a certificate of service showing the name and address, nature of occupation, period of service and wages paid to each of his employees at the time he leaves such employer's service.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, moet die Raad, indien daar twyfel omtrent die kwalifikasies van 'n werknemer bestaan, die kwalifikasies van sodanige werknemer vasstel, afgesien daarvan of hy die ondervinding binne of buite die landrostdistrik Oos-Londen opgedoen het.

(3) Waar 'n werkgewer vind dat 'n werknemer na voltooiing van vyf jaar diens nie voldoende as 'n blokman gekwalifiseer is nie of nie daartoe in staat is om al die pligte van 'n blokman te verrig nie, mag sodanige werkgewer die Raad vra om oor sodanige werknemer se kwalifikasies te besluit.

14. DIENSBEEÏNDIGING.

(1) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig; of

(b) die bepalings van 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer, waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer is as een week;

moet 'n werkgewer en sy werknemer in die geval van 'n weekliks besoldigde werknemer, uitgesonderd 'n los werknemer, minstens een week vooraf kennis gee van die beëindiging van 'n dienskontrak.

(2) Maandeliks besoldigde werknemers moet minstens een kalendermaand vooraf skriftelik kennis van diensbeëindiging gee of gegee word, en sodanige kennisgewing word van krag met ingang van die eerste dag van die maand wat volg op die maand waarin kennis gegee is.

(3) 'n Werkgewer of sy werknemer is daarop geregtig om die dienskontrak sonder die kennisgewing soos voorgeskryf of soos ooreengekom ingevolge subklousule (1) en (2) van hierdie klousule te beëindig deur een week se besoldiging ten opsigte van weekliks besoldigde werknemers en een maand se besoldiging ten opsigte van maandeliks besoldigde werknemers of besoldiging ten opsigte van die tydperk waarvoor daar ingevolge subklousule (1) (b) van hierdie klousule ooreengekom is, te betaal of te verbeur.

(4) Die kennisgewingstermyn wat in hierdie klousule bedoel word, mag nie saamval nie met en kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof, siekteverlof of enige tydperk wat die werknemer verplig is om militêre opleiding te ondergaan.

(5) Ondanks die bepalings van hierdie klousule, loop 'n kennisgewing van een week in die geval van 'n arbeider vanaf die dag waarop dit gegee word.

15. PREMIES.

'n Werknemer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

16. BESTAANDE KONTRAKTE.

Enige dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms.

17. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enigeen van die bepalings van die Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk vasstel waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na 'n skriftelike kennisgewing van een week aan die betrokke persoon, die vrystelling mag intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het al dan nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen is, 'n vrystellingstifikaat uitreik wat hy onderteken het en wat die volgende besonderhede bevat:—

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes wat kragtens subklousule (2) van hierdie klousule gestel is en waarop sodanige vrystelling verleen word; en

(d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word, agtereenvolgens nummer;

(b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en

(c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur en 'n ander kopie aan die Afdelingsinspekteur, Departement van Arbeid, Oos-Londen.

(5) Die Voorsitter, die Ondervoorsitter en die Sekretaris is bevoeg om, behoudens bekragting deur die Raad, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms in noodgevalle te verleen.

(2) Notwithstanding anything contained in sub-clause (1) of this clause, if there is any doubt regarding the qualifications of an employee, the Council shall determine the qualification of such employee, whether he had gained the experience in or outside the Magisterial District of East London.

(3) Where an employer finds that an employee, after completing five years' service, is not sufficiently qualified as a blockman, or is not capable of performing all the duties of a blockman, such employer may ask the Council to decide on such employee's qualifications.

14. TERMINATION OF EMPLOYMENT.

(1) Subject to—

(a) the right of an employer or an employee to terminate a contract of employment without notice for any good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

in the case of a weekly paid employee, an employer and his employee, other than a casual employee, shall give not less than one week's notice to terminate a contract of service.

(2) Monthly paid employees shall give or be given not less than one calendar month's notice of termination of employment, in writing, to take effect from the first day of the month following that in which notice is given.

(3) An employer or his employee shall be entitled to terminate the contract of employment without the notice prescribed or agreed upon in terms of sub-clauses (1) and (2) of this clause by paying or forfeiting one week's remuneration in respect of weekly paid employees and one month's remuneration in respect of monthly paid employees or remuneration in respect of the period agreed upon in terms of sub-clause (1) (b) of this clause.

(4) The period of notice referred to in this clause shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave, sick leave or any period during which the employee is required to undergo military training.

(5) Notwithstanding anything contained in this clause, one week's notice in the case of a labourer shall take effect from the day it is given.

15. PREMIUMS.

No premium shall be charged or accepted by any employer for the training of an employee.

16. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

17. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw the exemption, whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause, a licence of exemption signed by him, setting out—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where an exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy of the Divisional Inspector, Department of Labour, East London.

(5) The Chairman, Vice-chairman and the Secretary shall be empowered to grant exemptions from any of the provisions of this Agreement in cases of emergency, subject to confirmation by the Council.

18. FONDSE VAN DIE RAAD.

Die fondse van die Raad, waarvoor die Raad beskikkingsreg het en wat deur hom geadministreer moet word, word soos volg verkry:—

- (a) Elke werkgever moet ten opsigte van elke sakeonderneming wat hy besit of bestuur, 'n jaarlikse bydrae van R4 aan die Raad betaal. Sodanige bedrag is verskuldig op die datum waarop hierdie Ooreenkoms in werking tree of op die datum waarop die werkgever tot die Vleisbedryf toetree, naamlik die jongste datum, en moet binne twee weke vanaf die datum waarop dit verskuldig word, betaal word.
- (b) Elke werkgever moet vyf-en-twintig sent per maand af trek van die loon van elkeen van sy werknemers wat 'n loon van meer as R8 per week ontvang, en 10 sent per maand moet deur sodanige werknemer afgetrek word van die loon van elkeen van sy werknemers wat 'n loon van hoogstens R8 per week ontvang.

Die werkgever moet die totale bedrag wat aldus afgetrek is, voor of op die tiende dag van elke maand wat volg op die maand ten opsigte waarvan sodanige betalings verskuldig is, aan die Sekretaris van die Raad stuur saam met die vorm soos voorgeskryf in Aanhangsel A.

19. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) (a) Elke werkgever in die Vleisbedryf wat dit nie alreeds ingevolge die vorige Ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat na daardie datum tot die Bedryf toetree, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die volgende aan die Sekretaris van die Raad stuur:—

- (i) Die volle naam van sy sakeonderneming;
- (ii) sy sakeadres;
- (iii) die volle naam van elke werknemer, die hoedanigheid waarin sodanige werknemer werksaam is en die loon wat betaal word.

(b) Waar die werkgever 'n vennootskap is, moet die inligting wat ooreenkomstig paragraaf (a) van hierdie subklousule vereis word, verstrek word ten opsigte van elke vennoot. Ingeval die vennootskap ontbind word, moet die Sekretaris binne een maand vanaf die datum van sodanige ontbinding skriftelik daarvan in kennis gestel word.

(c) Elke werkgever moet aan die Sekretaris van die Raad 'n kennisgewing stuur van alle veranderinge in die besonderhede wat hy ingevolge hierdie subklousule moet verstrek, en hy moet dit doen binne veertien dae vanaf die datum waarop sodanige verandering van krag word.

(2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers, vennote en werknemers soos bedoel in subklousule (1) van hierdie klousule.

20. AGENTE.

(1) Die Raad mag een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van die Ooreenkoms te gee. Dit is die plig van elke werkgever of werknemer om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of dokumente wat vir hierdie doel nodig is, te ondersoek.

(2) Indien 'n werkgever of 'n werknemer, na die mening van 'n agent, versuim het om aan die bepalings van hierdie Ooreenkoms te voldoen, mag sodanige agent deur middel van 'n skriftelike kennisgewing waarin gemeld word in watter opsig die werkgever of die werknemer, na sy mening, versuim het om aan die bepalings van hierdie Ooreenkoms te voldoen, van sodanige werkgever of werknemer vereis om binne veertien dae 'n skriftelike verduideliking daarvan aan die Sekretaris van die Raad te gee.

21. ORGANISASIE.

(1) Geen werkgever wat lid van die werkgewersorganisasie is, mag 'n werknemer wat nie lid van die vakvereniging is, in diens neem nie, en geen werknemer wat lid van die vakvereniging is, mag werk by 'n werkgever wat nie lid van die werkgewersorganisasie is nie, aannem nie; met dien verstande dat hierdie klousule nie van toepassing is nie op—

- (a) arbeiders, motorvoertuigbestuurders, klerke en werknemers vir wie daar nie loon in hierdie Ooreenkoms voorgeskryf word nie; of
- (b) werkgewers en werknemers wat, na die mening van die Raad, lidmaatskap geweier is sonder 'n grondige oorsaak, as die applikant sodanige weiering binne sewe dae daarvan aan die Raad gerapporteer het;

met dien verstande voorts dat hierdie klousule nie van toepassing is nie op die indiensneming in die Bedryf van 'n werknemer wat, na die mening van die Minister, grondige beswaar het om nie lid van die vereniging te word of te bly nie.

(2) Bewys van lidmaatskap van die vakvereniging bestaan uit die voorlegging van 'n lidmaatskapkaart wat meld dat die persoon wie se naam daarop voorkom, nie meer as drie maande met sy ledegeld agterstallig is nie.

18. COUNCIL FUNDS.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

- (a) Every employer shall in respect of each business he owns or conducts, pay to the Council an annual contribution of R4. Such sum shall become due on date of commencement of this Agreement, or on the date on which he enters the meat trade, whichever is the later and shall be paid within two weeks of date due.
- (b) Twenty-five cents per month shall be deducted by each employer from the wages of each of his employees who are in receipt of wages exceeding R8 per week, and ten cents per month shall be deducted by each employer from the wages of each of his employees who are in receipt of wages not exceeding R8 per week.

The total amount so deducted shall be forwarded by the employer to the Secretary of the Council on the form prescribed in Annexure A, not later than the tenth day of each month following the month in respect of which such payments are due.

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) (a) Every employer in the Meat Trade, who has not already done so in pursuance of the previous Agreement, shall within one month from the date on which the Agreement comes into operation, and every employer entering the trade after that date shall, within one month from the date of commencement of operation by him, forward to the Secretary of the Council—

- (i) the full name of his business;
- (ii) his business address;
- (iii) the full name of each employee, the capacity in which he is employed and the wages paid.

(b) Where the employer is a partnership, information in accordance with paragraph (a) of this sub-section shall be furnished in respect of each partner. In the event of a dissolution of partnership taking place, the fact must be notified in writing, within one month of the date thereof to the Secretary.

(c) Every employer shall forward to the Secretary of the Council a notification of any change in the particulars he is required to furnish in terms of this sub-clause within fourteen days of the date such change takes effect.

(2) The Secretary of the Council shall maintain a register of all employers, partnerships and employees referred to in sub-clause (1) of this clause.

20. AGENTS.

(1) The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and employee to permit such agents to institute such inquiries and to examine such books and/or documents as may be necessary for this purpose.

(2) If, in the opinion of an agent, any employer or employee has failed to comply with the provisions of this Agreement, such agent may by notice in writing, setting forth in which respect the employer or employee has, in his opinion, failed to comply with the provisions of this Agreement, require such employer or employee to give a written explanation thereof to the Secretary of the Council within 14 days.

21. ORGANISATION.

(1) No employer, being a member of the employers' organisation, shall employ an employee who is not a member of the trade union, and no employee, who is a member of the trade union, shall accept employment with an employer who is not a member of the employer's organisation; provided that this clause shall not apply to—

- (a) labourers, motor vehicle drivers, clerical employees and employees for whom wages are not prescribed in this Agreement; or
- (b) employers and employees to whom, in the opinion of the Council, membership has been refused without reasonable cause and the applicant has reported such refusal to the Council within seven days thereof;

provided further that this clause shall not apply to the employment in the industry of any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the union.

(2) Proof of membership of the trade union shall be the production of a membership card showing that the person named therein is not more than three months in arrear with his subscription.

(3) 'n Persoon wat behoortlik deur die vakvereniging en die Raad skriftelik daartoe gemagtig is, mag 'n bedryfsinrigting te eniger tyd wat vir die werkgewer geleë is, betree met die doel om—

- (a) werknemers oor sake van die vakvereniging te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, te versprei;
- (d) ledegelde van die vakvereniging in te vorder.

(4) Die gemagtigde persoon of persone moet die werkgewer of sy verteenwoordiger in kennis stel van sy of haar voorneme om die winkel te besoek.

(5) Die bepalings van hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het, van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum waarop hy in die Bedryf begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

22. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies wat kragtens die Wet uitgevaardig is, op 'n opvallende plek wat vir sy werknemers geredelik toeganklik is, in sy bedryfsinrigting opplak en opgeplak hou.

23. INDIENSNEMING VAN MINDERJARIGES.

Geen werkgewer mag enigeen onder die leeftyd van vyftien jaar in diens neem nie.

24. BESKERMENDE KLERE.

'n Werkgewer moet alle uniforms, oorpakke of ander beskermende klere wat hy vereis dat sy werknemer moet dra, gratis in 'n skoon toestand hou.

25. TOEPASSING VAN WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

(1) Ondanks andersluidende bepalings van hierdie Ooreenkoms, is die bepalings betreffende werkure, oortydwerk en vakansiedae, soos vervat in artikels *negentien*, *twintig* en *een-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, op werknemers wat werksaam is in of in verband met 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van toepassing vir sover die bepalings van hierdie Ooreenkoms minder gunstig is.

(2) Die minimum lone wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word, moet aan die werknemers soos bedoel in subklousule (1), betaal word ten opsigte van die werkure soos voorgeskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en die uurloon van sodanige werknemers moet, ondanks andersluidende bepalings in hierdie Ooreenkoms, bepaal word deur die weekloon wat vir die betrokke werknemers voorgeskryf is, deur 46 te deel. Vir die toepassing van hierdie klousule is die weekloon van die werknemers vir wie maandlone in hierdie Ooreenkoms voorgeskryf word, sodanige maandlone gedeel deur vier en een derde en is die uurloon van werknemers vir wie daglone voorgeskryf word, sodanige daglone gedeel deur agt.

Namens die partye op hede die 7de dag van Augustus 1963 te Oos-Londen onderteken.

S. MEYER,
Voorsitter van die Raad.

R. CONWAY,
Ondervoorsitter van die Raad.

J. A. NICHOLAS,
Sekretaris van die Raad.

(3) A person duly authorised by the trade union and the Council in writing may enter any establishment at a time convenient to the employer for the purpose of—

- (a) interviewing employees on trade union matters;
- (b) enrolling new members;
- (c) distributing notices issued by the trade union;
- (d) collecting members' subscriptions to the trade union.

(4) The authorised person or persons shall notify the employer or his representative of his or her intention to visit the shop.

(5) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

22. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place, readily accessible to his employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulation under the Act.

23. EMPLOYMENT OF MINORS.

No employer shall employ any person under the age of fifteen years.

24. PROTECTIVE CLOTHING.

An employer shall maintain in a clean condition, free of charge, any uniform, overall or any other protective clothing which he requires his employee to wear.

25. APPLICATION OF FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

(1) Notwithstanding anything to the contrary contained in this Agreement, the hours of work, overtime and holiday provisions contained in sections *nineteen*, *twenty* and *twenty-one* of the Factories, Machinery and Building Work Act, 1941 shall apply to employees employed in or in connection with a factory defined in the Factories, Machinery and Building Work Act, 1941, in so far as the provisions of the Agreement are less favourable.

(2) The minimum wages prescribed in clause 4 of this Agreement shall be paid to the employees referred to in sub-clause (1) in respect of the hours of work prescribed in the Factories, Machinery and Building Work Act, 1941, and the hourly wage of such employees shall, notwithstanding anything to the contrary in this Agreement, be determined by dividing the weekly rates prescribed for the employees concerned by 46. For the purpose of this sub-clause the weekly rates for the employees for whom monthly rates are prescribed in this Agreement, shall be such monthly rates divided by four and one-third, and the hourly rate of employees for whom daily wages are prescribed, shall be such daily wage divided by eight.

Signed at East London, on behalf of the Parties, this 7th day of August, 1963.

S. MEYER,
Chairman of the Council.

R. CONWAY,
Vice-Chairman of the Council.

J. A. NICHOLAS,
Secretary of the Council.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE MEAT TRADE, EAST
LONDON.

To the Secretary, Industrial Council for the Meat Trade,
P.O. Box 610, East London.

Dear Sir,

Please find Contributions amounting to R_____ as detailed below, for the period ending _____ 19_____

Name of Firm.

Address.

[illegible]

The following have entered our service:—

Certified correct by

Employer.
(Or Other Authorised Person.)

[13 March 1964.

WAR MEASURES ACT, 1940.

**SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.**

MEAT TRADE, EAST LONDON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-regulation (1) of regulation *four* of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Meat Trade, published under Government Notice No. R. 385 of the 13th March, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

No.

BLADSY

Departement van Arbeid.

GOEWERMENTSKENNISGEWINGS.

- R. 385. Vleisbedryf, Oos-Londen: Hoofdooreenkoms 1
- R. 386. Wet op Oorlogsmaatreëls, 1940: Op-skorting van Regulasies op Lewens-kostetoelaes: Vleisbedryf, Oos-Londen 12

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Department of Labour.

GOVERNMENT NOTICES.

- R. 385. Meat Trade, East London: Main Agreement 1
- R. 386. War Measures Act, 1940: Suspension of Cost of Living Allowance Regulations: Meat Trade, East London 12

DEPARTEMENT VAN POS-EN-TELEGRAAFWESE

POSTARIEWE

NA BESTEMMINGS IN SUID-AFRIKA

Briewe (landpos).....	2½c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaaië.....	½c per 4 onse per eksimplaar. Maksimum gewig per pakkie, 1 lb.
Monsters.....	1c per 2 onse.

PAKKETTE (LANDPOS)

Gewone pakkette:

(a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika).	Tot 8 onse..... 5c Bo 8 onse tot 2 lb. 10c Bo 2 lb. tot 7 lb. 30c Bo 7 lb. tot 11 lb. 60c Bo 11 lb. tot 22 lb. 110c
(b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika:	Tot 8 onse..... 5c Bo 8 onse tot 1 lb. 7c Vir elke bykomende lb. of gedeelte daarvan..... 7c

Vir Basoetoland, Swaziland, Mosambiek.....	7c per lb.
Betsjoeanaland-protectoraat.	7c per lb. (Kazungula 11c per lb.).
Pakkette (landbou).....	2½c per lb.
Pakkette (lugpos).....	10c per ½ lb.
*K.B.A.-geld.....	Vir handelsbedrae tot en met R2..... 15c Vir elke bykomende R2 of gedeelte daarvan. 2½c

†Pakketversekeringsgeld....	Versekerings- gelde. Maksimum vergoeding. 5c R10 6c R20 Plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.
Registrasiegeld.....	5c per posstuk.
Spoebestelgeld.....	Hanteerkoste..... 5c Afleringskoste 5c per myl of gedeelte daarvan.

L.W.—Die postariewe op briewe, poskaarte, lugbriewe, drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika [Angola; Basoetoland; Betsjoeanaland-protectoraat; Burundi; Federasie van Rhodesië en Njassaland; Frans-Ekwatoriaal-Afrika (Gaboën, Republiek); Kongo, Republiek (Brazzaville); Sentraal-Afrika, Republiek; Tsaad, Republiek; Kameroen; Republiek; Kenja; Kongo, Republiek (Leopoldstad); Madagaskar; Mosambiek; Rwanda; Suidwes-Afrika; Swaziland; Tanganjika; Uganda] is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Uganda en Tanganjika, Mosambiek en die Federasie.

† 'n Versekerde pakketdiens is ook beskikbaar na die Federasie. Pakkette vir dié bestemming kan ogter nie vir meer as R120 verseker word nie.

DEPARTMENT OF POSTS AND TELEGRAPHS

POSTAGE RATES

TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail).....	2½c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail).....	1½c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	2½c each.
Printed Papers.....	1c for first 2 oz.; ½c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.

PARCELS (SURFACE MAIL)

Ordinary Parcels:

(a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa)	Up to 8 oz. 5c Above 8 oz. up to 2 lb. 10c Above 2 lb. up to 7 lb. 30c Above 7 lb. up to 11 lb. 60c Above 11 lb. up to 22 lb. 110c
(b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa	Up to 8 oz. 5c Above 8 oz. up to 1 lb. 7c For every additional lb. or fraction thereof 7c

For Basutoland, Swaziland, Mozambique.....	7c per lb.
For Bechuanaland Protectorate	7c per lb. (Kazungula 11c per lb.).
Parcels (agricultural).....	2½c per lb.
Parcels (air mail).....	10c per ½ lb.
*Cash on delivery fees.....	For trade charges up to and including R2.... 15c For each additional R2 or part thereof..... 2½c

†Parcel insurance fees.....	Fee. Limits of compensation. 5c R10 6c R20 Plus 1c for each additional R20 or part thereof up to a maximum of R400.
Registration fee.....	5c per article.
Express delivery fees.....	Handling charge..... 5c Delivery charge 5c per mile or part of a mile.

N.B.—The postage rates on letters, postcards, aerogrammes, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Cameroon, Republic of; Congo, Republic of (Leopoldville); Federation of Rhodesia and Nyasaland; French Equatorial Africa (Gabon, Republic of); Congo, Republic of (Brazzaville); Central African Republic; Chad, Republic of; Kenya; Madagascar; Mozambique; Rwanda; South West Africa; Swaziland; Tanganyika; Uganda] are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Uganda and Tanganyika, Mozambique and the Federation.

† An insured parcel service is also available to the Federation. Parcels for this destination cannot, however, be insured for more than R120.

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2. 'n Statistiese Jaarboek sal vanaf 1964 verskyn.
3. Die *Maandbulletin van Statistiek* dek lopende statistiese inligting oor 'n groot verskeidenheid ekonomiese en maatskaplike onderwerpe. Elke uitgawe bevat meer as 100 statistiese tabelle asook statistiese bylaes. Die prys is 60c per eksemplaar of R6.00 jaarliks posvry. Buiteland 75c per eksemplaar. (R7.50 per jaar.)
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earn interest at 4% per annum.

R20,000 may be invested in Savings Bank Cer-
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