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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 1879 31 Augustus 1984

WET OP ARBEIDSVERHOUDINGE, 1956

KLEINHANDELVLEISBEDRYF (WITWATERSRAND).—INTREKKING VAN GOEWERMENSKENNISGEWING

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskenisgewing R. 1034 van 25 Mei 1984, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

P. T. C. DU PLESSIS, Minister van Mannekrag.

No. R. 1880 31 Augustus 1984

WET OP ARBEIDSVERHOUDINGE, 1956

KLEINHANDELVLEISBEDRYF (WITWATERSRAND).—HOOFDOORENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1987 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (c), 14 en 21, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1987 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 1879 31 August 1984

LABOUR RELATIONS ACT, 1956

RETAIL MEAT TRADE (WITWATERSRAND).—CANCELLATION OF GOVERNMENT NOTICE

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 1034 of 25 May 1984, which effect from the second Monday after the date of publication of this notice.

P.T.C. DU PLESSIS, Minister of Manpower.

No. R. 1880 31 August 1984

LABOUR RELATIONS ACT, 1956

RETAIL MEAT TRADE (WITWATERSRAND).—MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1987, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (c), 14 and 21, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1987, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

BYLAE

**NYWERHEIDSRAAD VIR DIE KLEINHANDELVLEISBEDRYF
(WITWATERSRAND)**

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen die

Witwatersrand Retail Master Butchers' Association

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

Transvaal Retail Meat Trade Employees' Union

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

• wat die partye is by die Nywerheidsraad vir die Kleinhandel vleisbedryf
(Witwatersrand).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Kleinhandel vleisbedryf (Witwaters-
rand) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is
en deur alle werknemers wat lede van die vakvereniging is en wat
onderskeidelik by die Bedryf betrokke of daarin werksaam is;

(b) in die landdrostrikte Alberton, Benoni, Boksburg (uitgesonderd
daardie gedeelte wat ingevolge Goewermentskenningsgewing 1779 van 6
November 1964 vanaf die landdrostrik Heidelberg oorgeplaas is),
Brakpan (uitgesonderd daardie gedeeltes wat ingevolge Goewer-
mentskenningsgewings 498 van 1 April 1966 en 871 van 26 Mei 1972
vanaf die landdrostrik Nigel en ingevolge Goewermentskenningsgewing
1779 van 6 November 1964 vanaf die landdrostrik Heidelberg oorge-
plaas is), Germiston, Johannesburg, Kempton Park (uitgesonderd daar-
die gedeeltes wat ingevolge Goewermentskenningsgewing 556 van 29
Maart 1956, soos gewysig by Goewermentskenningsgewings 962 van 1
Junie 1956 en 1618 van 2 Oktober 1970, vanaf die landdrostrik Preto-
ria oorgeplaas is), Krugersdorp (uitgesonderd daardie gedeeltes wat in-
gevolge Goewermentskenningsgewings 749 van 19 Mei 1961 en 894 van
26 Mei 1972 vanaf onderskeidelik die landdrostrikte Randfontein en
Brits oorgeplaas is), Roodepoort en Springs, daardie gedeelte van die
landdrostrik Delmas wat voor die publikasie van Goewermentsken-
ningsgewing 2880 van 12 Desember 1952 binne die landdrostrik
Springs geval het, daardie gedeelte van die landdrostrik Heidelberg
wat voor die publikasie van Goewermentskenningsgewing 2095 van 27
November 1970 binne die landdrostrik Brakpan geval het, daardie
gedeelte van die landdrostrik Koster wat voor die publikasie van
Goewermentskenningsgewing 1105 van 26 Julie 1963 binne die landdro-
strik Krugersdorp geval het, daardie gedeeltes van die landdrostrik
Randburg wat voor die publikasie van Goewermentskenningsgewing 2152
van 22 November 1974 binne die landdrostrikte Johannesburg,
Kempton Park, Krugersdorp en Roodepoort geval het, daardie gedeelte
van die landdrostrik Randfontein wat voor die publikasie van
Goewermentskenningsgewing 2546 van 5 Desember 1947 binne die land-
drostrik Krugersdorp geval het (maar uitgesonderd die plaas Holfon-
tein 17) en daardie gedeelte van die landdrostrik Westonaria wat voor
die publikasie van Goewermentskenningsgewing 1476 van 30 September
1966 binne die landdrostrik Roodepoort geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie lone in hierdie Oor-
eenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers wat geheel en al of hoof-
saaklik in diens is in Swart gebiede soos omskryf in artikel 1 (1) van die
Wet op Arbeidsverhoudinge, 1956.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van
Mannekrag ingevolge artikel 48 van die Wet bepaal en bly drie jaar lank
van krag af vir dié tydperk wat die Minister vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet
omskryf word, het dieselfde betekenis as in die Wet. Alle verwysings na 'n
wet omvat alle wysigings daarvan, en tensy die teenoorgestelde bedoeling
blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts,
tensy strydig met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"boekhouer" 'n werknemer wat in diens is om die boeke, rekenings
en registers van die bedryfsinrigting te hou, en wat verantwoordelik is
vir dié boeke en registers tot by die proefbalans of verder;

"kassier" 'n werknemer in 'n bedryfsinrigting wie se pligte beperk is
tot die neem van kontant vir goedere gekoop;

"kassier en faktuurklerk" 'n werknemer in 'n bedryfsinrigting wie se
pligte beperk is tot die neem van kontant vir goedere gekoop die opskryf
van bestellings van klante en/of die verlening van hulp aan die boek-
houer op sy bevel;

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE
(WITWATERSRAND)**

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made
and entered into by and between the

Witwatersrand Retail Master Butchers' Association

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

Transvaal Retail Meat Trade Employees' Union

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

being the parties to the Industrial Council for the Retail Meat Trade (Wit-
watersrand).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Retail Meat
Trade (Witwatersrand)—

(a) by all employers who are members of the employers' organisation
and by all employees who are members of the trade union, who are
engaged or employed therein;

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg
(excluding that portion which was transferred from the Magisterial Dis-
trict of Heidelberg in terms of Government Notice 1779 of 6 November
1964), Brakpan (excluding those portions which were transferred from the
Magisterial District of Nigel in terms of Government Notices 498 of
1 April 1966 and 871 of 26 May 1972 and from the Magisterial District
of Heidelberg in terms of Government Notice 1779 of 6 November
1964, Germiston, Johannesburg, Kempton Park (excluding those por-
tions which were transferred from the Magisterial District of Pretoria in
terms of Government Notice 556 of 29 March 1956, as amended by
Government Notices 962 of 1 June 1956 and 1618 of 2 October 1970),
Krugersdorp (excluding those portions which were transferred from the
Magisterial Districts of Randfontein and Brits in terms of Government
Notices 749 of 19 May 1961 and 894 of 26 May 1972, respectively),
Roodepoort and Springs, that portion of the Magisterial District of Del-
mas which, prior to the publication of Government Notice 2880 of 12
December 1952, fell within the Magisterial District of Springs, that
portion of the Magisterial District of Heidelberg which, prior to the
publication of Government Notice 2095 of 27 November 1970, fell
within the Magisterial District of Brakpan, that portion of the Magiste-
rial District of Koster which, prior to the publication of Government
Notice 1105 of 26 July 1963, fell within the Magisterial District of
Krugersdorp, those portions of the Magisterial District of Randburg
which, prior to the publication of Government Notice 2152 of 22
November 1974, fell within the Magisterial Districts of Johannesburg,
Kempton Park, Krugersdorp and Roodepoort, that portion of the Magis-
terial District of Randfontein which, prior to the publication of Govern-
ment Notice 2546 of 5 December 1947, fell within the Magisterial
District of Krugersdorp (but excluding the farm Holfontein 17) and that
portion of the Magisterial District of Westonaria which, prior to the
publication of Government Notice 1476 of 30 September 1966, fell
within the Magisterial District of Roodepoort.

(2) Notwithstanding the provisions of subclause (1), the terms of this
Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed
in this Agreement;

(b) not apply to employees wholly or mainly employed in Black areas
as defined in section 1 (1) of the Labour Relations Act, 1956.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be speci-
fied by the Minister of Manpower in terms of section 48 of the Act, and
shall remain in operation for three years or for such period as may be
determined by the Minister.

3. DEFINITIONS

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 in-
consistent with the context—

"Act" means the Labour Relations Act, 1956;

"bookkeeper" means an employee employed on the keeping of books
and accounts and records of the establishment and who is in charge of
such books and records up to trial balance or beyond;

"cashier" means an employee in an establishment whose duties are
confined to the taking of cash for goods purchased;

"cashier and invoice clerk" means an employee in an establishment
whose duties are confined to the taking of cash for goods purchased, the
booking of orders of customers and/or assisting the bookkeeper under
his directions;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week werk;

"Raad" die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand), geregistreer ingevolge artikel 19 van die Wet;

"bedryfsinrigting" 'n perseel wat gebruik word vir die werksaamhede van die Kleinhandelvleisbedryf soos omskryf, en dit omvat die gedeelte van die perseel van 'n verskeidenheidswinkel waarin die Kleinhandelvleisbedryf, soos omskryf, uitgeoefen word;

"perdevleisbedryfsinrigting" 'n bedryfsinrigting waarop of waaruit perde-, donkie- of muilvleis verkoop word;

"arbeider graad I" 'n werknemer wat meerderjarig is en wat karkasse of gedeeltes van karkasse onder die voorligting en beheer van 'n vleissnytegnikus in dele opсны vir verkoop aan kliente en wat daarbenevens wors, boerewors en maalvleis kan maak, vleis ontbeen en vleisrolle kan maak en ook kliente kan bedien;

"arbeider graad II" 'n werknemer, uitgesonderd 'n leerlingvleissnytegnikus, wat onder toesig van 'n vleissnytegnikus of 'n werkgewer wat werklik die werk van 'n vleissnytegnikus doen beekswarte, karkasse van skape, lamms, varke en kalwers verdeel slegs in die besondere stukke waaruit dit bestaan, maar wat nie toegelaat moet word om die gereedskap van die Bedryf verder daarop te gebruik nie, behalwe om wors te maak, vleis te ontbeen en vleisrolle te maak en wat daarbenevens die pligte van 'n arbeider kan uitvoer maar nie kliente kan bedien nie;

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

(a) Persele, voertuie, lewende diere, werktuie, gereedskap of masjinerie skoonmaak;

(b) goedere, vleis of pluimvee in voertuie laai of daarvan aflaai;

(c) briewe, boodskappe of goedere te voet of per fiets, driewiel, voet of handvoertuig, met inbegrip van 'n meganiese aangedrewe fiets of driewiel met 'n enjinkapasiteit van minder as 50 cm³, aflewer of vervoer;

(d) bestellings neem en geld invorder van kliente buite die bedryfsinrigting;

(e) sopvleis met die hand opsaag;

(f) bene skoonmaak en stukkend kap;

(g) vet vir braaivet opсны en smelt;

(h) gereedskap skoon- en skerpmaak;

(i) pluimvee pluk en skoonmaak;

(j) vleis pomp;

(k) vleis maal en opсны om gemaal te word en om wors en boerewors te maak;

(l) wild en kalwers afslag en skoonmaak;

(m) tee of soortgelyke drankie maak;

(n) die werksaamhede in kousule 25 genoem, indien aangewys om sodanige werk ooreenkomstig sodanige kousule in ooreenstemming met die vereistes daarvan te verrig;

"bestuurder" 'n werknemer wat gekwalifiseer het as vleissnytegnikus graad I, wat beheer uitoefen oor werknemers in 'n bedryfsinrigting(s) van 'n werkgewer en wat aan die werkgewer verantwoordelik is vir die doeltreffende werking van sodanige bedryfsinrigting(s) en wat daarbenevens alle werk in so 'n bedryfsinrigting kan verrig, en omvat dit 'n werknemer wat voor 17 Desember 1973 die pligte uitgevoer het maar nie 'n bestuurder nie;

"massameter en/of prysbepaler" 'n werknemer wat stukke vleis wat apart toegedraai is, massameet en pryse daarvoor bepaal voordat sodanige stukke toegedraaide vleis verkoop word;

"vleissnytegnikus graad I" 'n werknemer, met inbegrip van 'n leerlingwinkelkontroleur, wat vleis opсны en/of kliente bedien in 'n bedryfsinrigting en wat daarbenevens toesig kan hou oor die werk van ander werknemers of ander werk in 'n bedryfsinrigting kan onderneem en wat—

(a) 'n vakleerlingskap voltooi het ingevolge die vereistes van die Wet op Mannekragopleiding 1981, en ooreenkomstig die voorskrifte en voorwaardes van vakleerlingskap in die Kleinhandelvleisbedryf; of

(b) 'n opleidingskursus vir leerlingvleissnytegnici ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkomst, gepubliseer by Goewermentskennisgewing R. 737 van 18 April 1975, suksesvol voltooi het en/of geslaag het in 'n ambagstoets soos deur die Raad voorgeskryf;

"vleissnytegnikus graad II" 'n werknemer wat vleiskarkasse of dele van karkasse in verskillende stukke opсны sodat dit apart toegedraai kan word voordat sodanige apart toegedraaide stukke verkoop word en wat die werk slegs 12 maande lank sal kan doen, waarna hy 'n ambagstoets soos deur die Raad voorgeskryf, sal moet aflê;

"vleissnytegnikus in 'n perdevleisbedryfsinrigting" 'n werknemer wat perde-, donkie- of muilvleis opсны en/of kliente in 'n perdevleisbedryfsinrigting bedien;

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

"Council" means the Industrial Council for the Retail Meat Trade (Witwatersrand), registered in terms of section 19 of the Act;

"establishment" means any premises used for the conduct of the Retail Meat Trade as defined and shall include such portion of any premises of a multiple commodity store from which the Retail Meat Trade as defined is carried on;

"horsemeat establishment" means an establishment on and from which horse, donkey or mule meat is sold;

"labourer, Grade I," means an employee who is a major and who under the direction and control of a meat cutting technician converts carcasses or parts of carcasses into portions for sale to customers and who may in addition make sausages, boerewors, mincemeat or bone and roll meat and may also serve customers;

"labourer, Grade II," means an employee, other than a trainee meat cutting technician, who, under the supervision of a meat cutting technician or an employer who is actually engaged in the work of a meat cutting technician, is engaged in breaking up quarters of beef, carcasses of mutton, lamb, pork and veal into component cuts only, but shall not be permitted to use the tools of the Trade further thereon except to make sausages and bone and roll meat, and who in addition, may perform the duties of a labourer, but may not serve customers;

"labourer, Grade III," means an employee exclusively engaged on one or more of the following operations:

(a) Cleaning of premises, vehicles, live animals, utensils, implements or machinery;

(b) loading or unloading goods, meat or poultry into or from vehicles;

(c) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle, foot or hand-propelled vehicle, including a mechanically propelled bicycle or tricycle of under 50 cm³ engine capacity;

(d) the collection of orders and money from customers beyond the establishment;

(e) sawing up soup meat by handsaw;

(f) cleaning and chopping of bones;

(g) cutting up and melting of fat for dripping;

(h) cleaning and grinding of tools;

(i) plucking and dressing of poultry;

(j) pumping of meat;

(k) mincing of meat and cutting up of meat for the purpose of mincing, making sausages and boerewors;

(l) skinning and cleaning of game and calves;

(m) making tea or similar beverages;

(n) the operations enumerated in clause 25, if designated to perform such work in terms of such clause in accordance with the requirements thereof;

"manager" means an employee who has qualified as a meat-cutting technician, Grade I, who exercises control over employees in an establishment or establishments of an employer and who is responsible to such employer for the efficient operation of such establishment/s and who may in addition perform any work in any such establishment, and shall include an employee who, prior to 17 December 1973, performed the said duties, but was not a manager;

"mass-measurer and/or pricer" means an employee who mass-measures and prices separately wrapped portions of meat prior to the sale of such wrapped portions of meat;

"meat-cutting technician, Grade I," means an employee, including a trainee shop controller, who cuts up meat and/or serves customers in an establishment and who in addition may supervise the work of other employees or undertake any other work in an establishment and who has—

(a) served an apprenticeship in accordance with the requirements of the Manpower Training Act, 1981, and in terms of the prescriptions and conditions of apprenticeship in the retail meat trade; or

(b) has successfully served a training course for trainee meat-cutting technicians in terms of the Council's Training Scheme and Fund Agreement, published under Government Notice R. 737 of 18 April 1975, and/or has passed a trade test as prescribed by the Council;

"meat-cutting technician, Grade II," means an employee who converts meat carcasses or parts of carcasses into various portions for separate pre-wrapping prior to the sale of such pre-wrapped portions and shall only be able to perform such work for a 12-month period whereafter he will have to undergo a trade test as prescribed by the Council;

"meat-cutting technician in horsemeat establishment" means an employee who cuts up horse, donkey or mule meat and/or serves customers in a horsemeat establishment;

"motorvoertuigdrywer" 'n werknemer wat motorvoertuie dryf, uitgesonderd soos anders in paragraaf (c) van die omskrywing van die woord "arbeider graad III" bepaal, met die doel om vleis en/of ander goedere bymekaar te maak of af te lewer, en by die toepassing van hierdie omskrywing omvat dit alle tydperke waarin daar gedryf word en alle tyd wat deur die drywer bestee word aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om sy pos te bly, gereed om te dryf;

"Kleinhandelvleisbedryf" of "Bedryf" die Bedryf waarin werkers en werknemers met mekaar geassosieer is met die doel om vleis in die kleinhandel te verkoop ooreenkomstig en kragtens 'n Kleinhandelslaghuissertifikaat uitgereik deur die Vleisraad, met inbegrip van alle werksaamhede wat daaruit voortspruit, maar uitgesonderd—

(a) die verkoop van vleis in slaghuise verbonde aan eethuise ten opsigte waarvan daar ooreenkomstig artikel 5 (1) van die Ordonnansie op Winkelure, Ordonnansie 5 van 1923 (Transvaal), 'n kennisgewing vertoon word, Shop for Blacks/Winkel vir Swartes, waarvan die inhoud en beskrywing die selfde is as dié vervat in regulasie 3, opgestel kragtens genoemde Ordonnansie;

(b) die verkoop van vleis in eethuise ten opsigte waarvan 'n lisensiebelasting, voorgeskryf in die Ordonnansie op Lisensies, 1974, No. 19 van 1974, betaalbaar is; of

(c) die verkoop van vleis in winkels en/of eethuise geleë op persele wat vir sakedoeleindes kragtens die Precious Metals and Base Metals Act, Wet 35 van 1908 (Transvaal), en vorige "Goudwette" toegestaan is; of

(d) die verkoop van vleis in winkels en/of eethuise geleë op handelspersele of handelstandplase soos omskryf in die Trading on Mining Ground Regulation Act, Wet 13 van 1910 (Transvaal);

"verkoopspersoon" iemand wat in diens is om vleisprodukte en voorafgesnyde vleis te verkoop, met inbegrip van die massameet en toedraai van sodanige vleis of vleisprodukte, maar wat nie vleis volgens die klant se vereistes en verlangde massa moet sny nie;

"Sekretaris" die Sekretaris van die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand);

"winkelkontroleur/toesighouer" 'n werknemer wat gekwalifiseer is as 'n vleissnytegnikus graad I en wat daarbenewens toesig hou oor die werk van werknemers in 'n bedryfsinrigting(s) van 'n werkgever, wat verantwoordelik is vir die doeltreffende werking van sodanige bedryfsinrigting(s) en wat daarbenewens alle soorte werk in so 'n bedryfsinrigting(s) kan verrig;

"winkeleienaar" 'n persoon of maatskappy wat 'n kleinhandelsgatery besit en ook die houer is van 'n registrasiesertifikaat wat deur die Vleisraad uitgereik is; en so 'n persoon/maatskappy word vir die toepassing van hierdie Ooreenkoms geag 'n werkgever te wees;

"leerlingvleissnytegnikus" 'n werknemer wat 'n opleidingskursus vir leerlingvleissnytegnici volg ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkoms, gepubliseer by Goewermentskennisgewing R. 737 van 18 April 1975 en wat die pligte van 'n vleissnytegnikus kan uitvoer;

"leerlingwinkelkontroleur" 'n werknemer wat 'n opleidingskursus vir leerlingwinkelkontroleurs volg ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkoms, gepubliseer by Goewermentskennisgewing R. 737 van 18 April 1975, en wat 'n winkelkontroleur kan help by die uitvoering van sy pligte;

"loon" die bedrag geld wat ingevolge klousule 4 (1) ten opsigte van 'n werknemer se gewone werkure soos in klousule 7 voorgeskryf, aan hom betaalbaar is: Met dien verstande dat indien 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

"toedraaier en/of verpakker" 'n werknemer wat vleis in pakkies verpak en toedraai vir selfbedienverkope en/of selfbedienuitstaleenhede van voorraad voorsien.

4. BESOLDIGING

Geen laer lone as die volgende mag deur 'n werkgever betaal of deur 'n werknemer aangeneem word nie:

(a) Gedurende die eerste 12 maande na die inwerkingtreding van hierdie Ooreenkoms:

	Per maand
	R
Vleissnytegnikus graad I	800,00
Vleissnytegnikus graad II	433,00
Vleissnytegnikus in perdevleisbedryfsinrigting	433,00
Bestuurder	996,00
Winkelkontroleur/Toesighouer	1 624,00
Boekhouer	600,00
Kassier	260,00
Kassier en faktuurklerk	400,00
Arbeider graad I	260,00
Arbeider graad II	225,00
Arbeider graad III	150,00

"motor vehicle driver" means an employee engaged in driving a motor vehicle except as otherwise provided in paragraph (c) of the definition of a "labourer, Grade III," for the purpose of collecting or delivering meat and/or other goods and, for the purposes of this definition, includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"Retail Meat Trade" or "Trade" means the Trade in which employers and employees are associated for the purpose of the retail sale of meat, under and in terms of a Retail Butchery Registration Certificate issued by the Meat Board, including all operations incidental thereto, but excluding—

(a) the sale of meat in butcheries connected with eating-houses in respect of which there is displayed in terms of section 5 (1) of the Shop Hours Ordinance, No. 5 of 1923 (Transvaal), a notice, Shop for Blacks/Winkel vir Swartes, of the content and description contained in regulation 3 under the said Ordinance;

(b) the sale of meat in eating-houses in respect of which a licence duty prescribed in the Licences Ordinance, 1974, No. 19 of 1974, is payable; or

(c) the sale of meat in shops and/or eating-houses situated upon stands granted for business purposes under the provisions of the Precious Metals and Base Metals Act, No. 35 of 1908 (Transvaal), and prior Gold Laws; or

(d) the sale of meat in shops and/or eating-houses situated upon trading stands or trading sites as defined in the Trading on Mining Ground Regulation Act, No. 13 of 1910 (Transvaal);

"salesperson" means a person employed in the sale of small goods and pre-cut meat, including the mass-measuring and wrapping of such meat or small goods, but who shall not cut meat to the customers' requirements and desired masses;

"Secretary" means the Secretary of the Industrial Council for the Retail Meat Trade (Witwatersrand);

"shop controller/supervisor" means an employee who has qualified as a meat-cutting technician, Grade I, who supervises the work of other employees in an establishment or number of establishments of an employer, who is responsible to such employer for the efficient operation of such establishment/s, and who may in addition perform any work in any such establishment/s;

"shop owner" means a person or company who owns a retail butchery and is a holder of a registration certificate issued by the Meat Board, and such person/company shall be deemed to be an employer for purposes of this Agreement;

"trainee meat-cutting technician" means an employee who is undergoing a training course for trainee meat-cutting technicians in terms of the Council's Training Scheme and Fund Agreement, published under Government Notice R. 737 of 18 April 1975, and who may perform the duties of a meat-cutting technician;

"trainee shop controller" means an employee who is undergoing a training course for trainee shop controllers in terms of the Council's Training Scheme and Fund Agreement, published under Government Notice R. 737 of 18 April 1975, and who may assist a shop controller in the performance of his duties;

"wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 7: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 it means such higher amount;

"wrapper and/or packer" means an employee who packs and wraps meat in packages for the purpose of self-service sales and/or who stocks self-service display units.

4. REMUNERATION

No employer shall pay and no employee shall accept wages lower than the following:

(a) During the first 12 months of operation of this Agreement:

	Per month
	R
Meat-cutting technician, Grade I	800,00
Meat-cutting technician, Grade II	433,00
Meat-cutting technician in horse meat establishment	433,00
Manager	996,00
Shop controller/Supervisor	1 624,00
Bookkeeper	600,00
Cashier	260,00
Cashier and Invoice clerk	400,00
Labourer, Grade I	260,00
Labourer, Grade II	225,00
Labourer, Grade III	150,00

	Per maand
	R
Leerlingvleissnytegnikus	281,00
Leerlingwinkelkontroleur	800,00
Massameter en/of prysbepaler	225,00
Toedraaier en/of verpakker	195,00
Verkoopspersoon	450,00

Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van alle sleepwaens wat deur sodanige voertuig getrek word—

	R
hoogstens 450 kg is	201,00
hoogstens 2 700 kg is	303,00
hoogstens 4 500 kg is	346,00

(b) Gedurende die tweede 12 maande na die inwerkingtreding van hierdie Ooreenkoms:

	Per maand
	R
Vleissnytegnikus graad I	920,00
Vleissnytegnikus graad II	497,95
Vleissnytegnikus in perdevleisbedryfsinrigting	497,95
Bestuurder	1 145,40
Winkelkontroleur/Toesighouer	1 867,60
Boekhouer	690,00
Kassier	299,00
Kassier en faktuurklerk	460,00
Arbeider graad I	299,00
Arbeider graad II	258,75
Arbeider graad III	172,50
Leerlingvleissnytegnikus	323,15
Leerlingwinkelkontroleur	920,00
Massameter en/of prysbepaler	258,75
Toedraaier en/of verpakker	224,25
Verkoopspersoon	517,50

Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van alle sleepwaens wat deur sodanige voertuig getrek word—

	R
hoogstens 450 kg is	231,15
hoogstens 2 700 kg is	348,45
hoogstens 4 500 kg is	397,90

(c) Gedurende die derde 12 maande na die inwerkingtreding van hierdie Ooreenkoms:

	Per maand
	R
Vleissnytegnikus graad I	1 058,00
Vleissnytegnikus graad II	572,64
Vleissnytegnikus in perdevleisbedryfsinrigting	572,64
Bestuurder	1 317,21
Winkelkontroleur/Toesighouer	2 147,74
Boekhouer	793,50
Kassier	343,85
Kassier en faktuurklerk	529,00
Arbeider graad I	343,85
Arbeider graad II	297,56
Arbeider graad III	198,37
Leerlingvleissnytegnikus	371,62
Leerlingwinkelkontroleur	1 058,00
Massameter en/of prysbepaler	297,56
Toedraaier en/of verpakker	257,88
Verkoopspersoon	595,12

Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van alle sleepwaens wat deur sodanige voertuig getrek word—

	R
hoogstens 450 kg is	265,82
hoogstens 2 700 kg is	400,71
hoogstens 4 500 kg is	457,58

5. BETALING VAN BESOLDIGING

(1) Lone en oortydbesoldiging moet ten volle betaal word voor of op die laaste dag van elke maand of by diensbeëindiging in die geval van los werknemers as dit vóór die gewone betaaldag van sodanige werknemers plaasvind, en moet in 'n koevert of ander houer geplaas word wat vergesel gaan van 'n staat met die werkgewer en die werknemer se naam; die werknemer se nommer, as daar een is; beroep; totale ure gewerk; die besoldiging verskuldig ten opsigte van gewone tyd en oortyd; bedrae afgetrek en die tydperk ten opsigte waarvan betaling gedoen is. Dit is die werkgewers se plig om van werknemers te vereis om 'n kwitansie uit te skryf vir die besoldiging wat deur die werknemer ontvang is.

	Per month
	R
Trainee meat-cutting technician	281,00
Trainee shop controller	800,00
Mass-measurer and/or pricer	225,00
Wrapper and/or packer	195,00
Salesperson	450,00

Driver of motor vehicle, the unladen mass of which, together with the unladen mass of any trailers drawn by such vehicle—

	R
does not exceed 450 kg	201,00
does not exceed 2 700 kg	303,00
does not exceed 4 500 kg	346,00

(b) During the second 12 months of operation of this Agreement:

	Per month
	R
Meat-cutting technician, Grade I	920,00
Meat-cutting technician, Grade II	497,95
Meat-cutting technician in horse meat establishment	497,95
Manager	1 145,40
Shop controller/Supervisor	1 867,60
Bookkeeper	690,00
Cashier	299,00
Cashier and invoice clerk	460,00
Labourer, Grade I	299,00
Labourer, Grade II	258,75
Labourer, Grade III	172,50
Trainee meat-cutting technician	323,15
Trainee shop controller	920,00
Mass-measurer and/or pricer	258,75
Wrapper and/or packer	224,25
Salesperson	517,50

Driver of motor vehicle, the unladen mass of which, together with the unladen mass of any trailers drawn by such vehicle—

	R
does not exceed 450 kg	231,15
does not exceed 2 700 kg	348,45
does not exceed 4 500 kg	397,90

(c) During the third 12 months of operation of this Agreement:

	Per month
	R
Meat-cutting technician, Grade I	1 058,00
Meat-cutting technician, Grade II	572,64
Meat-cutting technician in horse meat establishment	572,64
Manager	1 317,21
Shop controller/Supervisor	2 147,74
Bookkeeper	793,50
Cashier	343,85
Cashier and invoice clerk	529,00
Labourer, Grade I	343,85
Labourer, Grade II	297,56
Labourer, Grade III	198,37
Trainee meat-cutting technician	371,62
Trainee shop controller	1 058,00
Mass-measurer and/or pricer	297,56
Wrapper and/or packer	257,88
Salesperson	595,12

Driver of motor vehicle, the unladen mass of which, together with the unladen mass of any trailers drawn by such vehicle—

	R
does not exceed 450 kg	265,82
does not exceed 2 700 kg	400,71
does not exceed 4 500 kg	457,58

5. PAYMENT OF REMUNERATION

(1) Wages and payment for overtime rates shall be paid in full not later than the last day of each month or on termination of employment in the case of casual employees, if this should take place before the ordinary payday of such employees, and shall be contained in an envelope or other container accompanied by a statement showing the employer's and employee's name; the employee's number, if any; occupation; total hours worked; the remuneration due in respect of ordinary time and overtime; amounts deducted and the period in respect of which payment is made. It shall be incumbent upon employers to require employees to issue a receipt for the remuneration accepted by an employee.

(2) Behalwe soos bepaal in die Swartes (Stadsgebiede) Konsolidasiewet, 1945, of in die Wet op Swart Arbeid, 1964, mag daar van geen werknemer vereis word om as deel van sy dienskontrak kos en/of inwoning by sy werkgever of by enige plek wat deur sy werkgever aangewys word, aan te neem nie.

(3) 'n Werkgever mag nie van sy werknemer vereis om goedere van hom of van 'n winkel, plek of persoon wat hy aanwys, te koop nie.

(4) 'n Werknemer mag geen boetes hoegenaamd opgelê word nie en geen bedrae hoegenaamd, uitgesonderd die volgende, mag van bedrae aan hom verskuldig, afgetrek word nie:

(a) Wanneer 'n werknemer sonder toestemming van die werk wegby, 'n bedrag eweredig aan die tydperk van sodanige afwesigheid;

(b) bydraes tot die fondse van die Raad ingevolge klousule 12, bydraes vir siektebystand ingevolge klousule 9 en Pensioenfondsbydraes ingevolge klousule 11;

(c) ledigheid van die vakvereniging ingevolge klousule 14 (3);

(d) die bedrag wat 'n werkgever regtens of op bevel van 'n bevoegde hof moet of mag aftrek;

(e) bedrae ingevolge voorbehoudsbepaling (iii) van klousule 24 (1) (b);

(f) wanneer 'n werknemer instem, of ingevolge die wette, in subklousule (2) bedoel, verplig word om inwoning van sy werkgever te aanvaar, 'n bedrag hoostens gelyk aan dié wat hieronder aangegee word:

	Per week	Per maand
	R	R
Inwoning	3,44	14,90

(g) enige bedrag wat die werknemer aan die werkgever verskuldig is: Met dien verstande dat so 'n bedrag hoogstens 'n derde van die werknemer se loon mag uitmaak.

6. BESIGHEIDSURE

Niemand mag 'n bedryfsinrigting oopmaak of toelaat dat 'n bedryfsinrigting oopgemaak word met die doel om daaruit handel te dryf of goedere te verkoop of te verskaf of toelaat dat 'n werknemer goedere in of vanuit 'n bedryfsinrigting verkoop of verskaf nie, behalwe gedurende die volgende ure:

06h00 en 18h00 op Maandae tot Vrydae;
06h00 en 13h00 op Saterdag.

7. WERKURE EN OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer is hoostens—

(a) 46 uur per week;

(b) 10 uur op 'n Vrydag;

agt uur op 'n Saterdag;

agt uur op drie dae van Maandag tot en met Donderdag en ses uur op een dag van Maandag tot en met Donderdag.

(2) (a) *Aanvangs- en uitskeiye.*—Daar mag nie van 'n werknemer vereis word en hy moet nie inwillig om soos volg te werk nie:

(i) Na 12h00 op een dag tussen Maandag tot en met Donderdag, en sodanige dag moet deur die werkgever gekies word;

(ii) voor 06h00 op Maandae tot en met Donderdae; 05h00 op Vrydae en 04h00 op Saterdag;

(iii) op 'n Sondag of openbare vakansiedag;

(iv) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur op alle werkdade behalwe Saterdag en die dag waarop daar nie van 'n werknemer vereis word om na 12h00 te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werkdagte wat deur 'n pouse van minder as een uur onderbreek word, geag moet word aaneenlopend te wees. 'n Werkgever moet 'n werknemer redelike geleentheid verskaf om verversings te nuttig op 'n Saterdag en die dag waarop daar nie van hom vereis word om na 12h00 te werk nie.

(b) Behoudens subparagraaf (iv) hiervan, moet alle werkure van 'n werknemer op 'n bepaalde dag agtereenvolgend wees.

(3) *Skoonmaak van persele.*—Werknemers kan 'n addisionele halfuur per dag op elke werkdag van die week, d.w.s. Maandag tot en met Saterdag, werk om persele en uitrusting skoon te maak, en sodanige tyd moet nie as gewone werkure beskou word nie.

(4) *Oortydwerk, beperking van oortydwerk en besoldiging vir oortydwerk.*—(a) Alle tyd wat 'n werknemer langer werk as 46 uur per week of langer as die ure voorgeskryf in subklousules (1) en (3) hiervan, na gelang van die geval, moet geag word oortydwerk te wees.

(b) 'n Werkgever moet 'n werknemer nie toelaat of van hom vereis om langer oortydwerk te verrig nie as—

(i) drie uur op 'n bepaalde dag;

(ii) 10 uur in 'n bepaalde week.

(c) 'n Werkgever moet 'n werknemer wat oortyd werk, soos volg betaal:

(i) Vanaf Maandag tot Saterdag minstens een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus gewerk het;

(2) Save as provided in the Blacks (Urban Areas) Consolidation Act, 1945, or in the Black Labour Act, 1964, no employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by him.

(3) An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(4) No fines or deductions of any kind shall be made from amounts due to any employee, other than the following:

(a) When an employee is away or absents himself without permission from work, a *pro rata* amount for the period of such absence;

(b) contributions to the Council funds in terms of clause 12, sick benefit contributions in terms of clause 9 and Pension Fund contributions in terms of clause 11;

(c) trade union subscriptions in terms of clause 14 (3);

(d) any amount which an employer is legally or in terms of an order of any competent court required or permitted to make;

(e) deductions in terms of proviso (iii) of clause 24 (1) (c);

(f) whenever an employee agrees, or is required in terms of the Acts referred to in subclause (2) to accept lodging from his employer, a deduction not exceeding the amount specified hereunder:

	Per week	Per month
	R	R
Lodging	3,44	14,90

(g) any amount which is owing to the employer by the employee: Provided that such deduction shall not exceed a third of the employee's wage.

6. HOURS OF BUSINESS

No person shall open or permit to be open any establishment for the purpose of trading or the sale or supply of goods therefrom or permit any employee to sell or supply goods in or from such establishment, other than between the hours of—

06h00 and 18h00 on Mondays to Fridays;

06h00 and 13h00 on Saturdays.

7. HOURS OF WORK AND OVERTIME

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee shall not exceed—

(a) 46 hours per week;

(b) 10 hours on a Friday;

eight hours on a Saturday;

eight hours on three days from Monday to Thursday (both days included) and six hours on one day from Monday to Thursday (both days included).

(2) (a) *Starting and finishing times.*—An employee shall not be required to work and he shall not agree to work—

(i) after 12h00 on one day between Monday to Thursday (both days included), and such day shall be as selected by the employer;

(ii) before 06h00 on Mondays to Thursdays (inclusive), 05h00 on Fridays and 04h00 on Saturdays;

(iii) on a Sunday or public holiday;

(iv) for a continuous period of more than five hours without an uninterrupted interval of at least one hour on all working days except Saturdays and the day on which the employee is not required to work after 12h00: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous. An employer shall afford an employee reasonable opportunity to partake of refreshments on a Saturday and the day he is not required to work after 12h00.

(b) Save as provided in subparagraph (iv) hereof, all hours of work of an employee on any day shall be consecutive.

(3) *Cleaning of premises.*—Employees may work an additional one half hour per day on each work-day per week, viz. Monday to Saturday (both days included) for the purpose of cleaning premises and equipment and such time shall not be regarded as ordinary hours of work.

(4) *Overtime, limitation of overtime and payment for overtime.*—(a) All time worked by an employee in excess of 46 hours in any week or in excess of the hours prescribed in subclauses (1) and (3), as the case may be, shall be deemed to be overtime.

(b) An employer shall not permit or require an employee to work overtime for more than—

(i) three hours on any day;

(ii) 10 hours in any week.

(c) An employer shall pay an employee who works overtime at a rate of—

(i) from Monday to Saturday, not less than one and a half times his hourly wage in respect of each hour or part of an hour so worked;

(ii) Sondae minstens twee maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus gewerk het.

(5) *Diens by ander werkgewers.*—Geen werknemer in vaste diens by 'n werkgever in die Kleinhandelvleisbedryf moet toegelaat word om sonder die skriftelike toestemming van die Raad vir 'n tweede werkgever in die Bedryf en/of in 'n ander bedryf binne of buite die ure te werk wanneer van hom verwag word om ingevolge hierdie klousule vir sy werkgever te werk nie.

(6) *Tydstate en bywoningsregisters.*—(a) Elke werkgever moet op 'n opvallende plek in sy bedryfsinrigting elke Maandagoggend, of op die volgende dag as Maandag 'n openbare vakansiedag is, 'n tydstaat opplak wat die tyd aangee wat elke werknemer gedurende daardie week daaglik moet werk, en hy moet die tydstaat gedurig gedurende daardie tydperk opgeplak hou: Met dien verstande dat indien die werke van 'n werknemer of werknemers nie van week tot week verander word nie, die tydstaat deur die werkgever geëndoseer en geteken moet word "vir die week wat op . . . begin en tot verdere kennisgewing": Voorts met dien verstande dat wanneer die werke van 'n werknemer verander word, 'n nuwe tydstaat opgestel moet word.

(b) Elke werknemer, uitgesonderd 'n massameter en/of prysbepaler, motorvoertuigdrywer, arbeider graad III, en/of toedraaier en/of verpakker, moet elke dag in 'n bywoningsregister, wat sy werkgever moet verskaf en wat altyd op die perseel gehou moet word, aangeteken hoe laat hy begin werk en hoe laat hy vir dié dag uiteindelik ophou werk, tesame met besonderhede wat betref die tyd wanneer hy ophou werk kragtens hierdie Ooreenkoms, en hoe laat hy daarna begin werk, en die begintyd en einde van alle ander periodes wat hy gedurende die dag nie in diens was nie. Elke werknemer moet elke sodanige inskrywing in die bywoningsregister doen wanneer hy met sy werk begin, wanneer hy vir etenspouses ophou werk en wanneer hy daarna weer begin werk en wanneer hy vir die dag ophou werk, en wel op die tydstop wanneer dit plaasvind.

(7) *Voorbehoudsbepalings.*—Ondanks andersluidende bepalinge in subklousules (1) en (6) (b) vervat, kan werknemers wat 'n maandloon van minstens R996 gedurende die eerste jaar na die inwerkingtreding van die Ooreenkoms, R1 145,40 gedurende die tweede jaar na die inwerkingtreding van die Ooreenkoms en R1 317,21 gedurende die derde jaar na die inwerkingtreding van die Ooreenkoms ontvang—

(a) 'n addisionele 10 uur per week werk, naamlik van Maandag tot en met Saterdag: Met dien verstande dat hulle hoogstens drie addisionele ure op so 'n dag mag werk; en

(b) moet hulle uitgesluit word van die bepalinge van subklousule (6) (b).

8. JAARLIKSE VERLOF

(1) (a) Elke werknemer, uitgesonderd 'n werknemer in paragraaf (b) en (c) van hierdie subklousule bedoel, moet vir elke voltooide jaar van sy diens by dieselfde werkgever 12 agtereenvolgende werkdagse verlof met volle besoldiging toegestaan word.

(b) 'n Werknemer wat twee of meer agtereenvolgende jare diens by dieselfde werkgever of in dieselfde bedryfsinrigting voltooi het, bereken vanaf die aanvangsdatum van sodanige diens, kwalifiseer vir 18 agtereenvolgende werkdagse jaarlikse verlof met volle besoldiging by voltooiing van sodanige twee agtereenvolgende jare diens en is daarna geregtig op sodanige tydperk van 18 werkdagse verlof by voltooiing van elke daaropvolgende jaar aaneenlopende diens by genoemde werkgever of in genoemde bedryfsinrigting: Met dien verstande dat, indien die betrokke werknemer in diens was van 'n groep maatskappye of vennootskappe waarin daar 'n direkteur/direkteurs of vennote is wat direkteurs of vennote in elk van genoemde maatskappye of vennootskappe is, die Raad kan bepaal dat sodanige diens as diens by 'n enkele werkgever geag word.

(c) 'n Werknemer wat 10 of meer agtereenvolgende jare diens by dieselfde werkgever of in dieselfde bedryfsinrigting voltooi het, bereken vanaf die aanvangsdatum van sodanige diens, kwalifiseer vir 24 agtereenvolgende werkdagse jaarlikse verlof met volle besoldiging by voltooiing van sodanige 10 agtereenvolgende jare diens en is daarna geregtig op sodanige tydperk van 24 werkdagse verlof by voltooiing van elke daaropvolgende jaar aaneenlopende diens by genoemde werkgever of in genoemde bedryfsinrigting. Die voorbehoudsbepaling van paragraaf (b) van hierdie subklousule is *mutatis mutandis* van toepassing ten opsigte van hierdie paragraaf.

(d) Sodanige verlof ooreenkomstig hierdie subklousule word, in die geval van werknemers wat daarvoor kwalifiseer, van toepassing vanaf die datum waarop sodanige kwalifiserende dienstdaagte voltooi is, of in die geval van 'n werknemer wat reeds sodanige kwalifiserende dienstdaagte voltooi het, by voltooiing van 'n voltooide jaar diens, bereken vanaf die datum waarop die werknemer se vorige jaarlikse verlof hom toegeval het vóór die datum van inwerkingtreding van hierdie Ooreenkoms: Met dien verstande dat indien 'n openbare vakansiedag binne die tydperk val wanneer die werknemer met verlof is dié vakansiedag by dieselfde tydperk as 'n verdere verloftydperk met volle besoldiging gevoeg moet word. Die werkgever moet die tyd bepaal wanneer die verlof geneem moet word, maar indien die werkgever hierdie verlof nie op 'n vroeër datum aan 'n werknemer toegestaan het nie, moet die verlof toegestaan word om binne 'n maand na voltooiing van 'n jaar diens te begin. Jaarlikse verlof mag nie met 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, of met 'n tydperk van siekteverlof kragtens klousule 9 of 10 van hierdie Ooreenkoms of met 'n diensopseggingstydperk ooreenkomstig klousule 24 van hierdie Ooreenkoms saamval nie.

(ii) on Sunday, not less than double his hourly wage in respect of each hour or part of an hour so worked.

(5) *Employment with other employers.*—No employee in regular employment with an employer in the Retail Meat Trade shall be permitted to work for a second employer in the Trade and/or in any other trade within or outside the hours he is called upon to work in terms of this clause for his employer, without the written permission of the Council.

(6) *Time sheets and attendance registers.*—(a) Every employer shall exhibit in a conspicuous place within his establishment every Monday morning, or the next day if the Monday is a public holiday, a time sheet showing the time to be worked daily by every employee during that week and shall keep such time sheet continuously exhibited during this period: Provided that if the hours of work of an employee or employees are not changed from week to week the time sheet shall be endorsed and signed by the employer "for the week commencing—and until further notice": Provided further that when the hours of work of an employee are changed, a fresh time sheet shall be prepared.

(b) Every employee, other than a mass-measurer and/or pricer, motor vehicle driver, labourer Grade III, and/or wrapper and/or packer shall each day enter into an attendance register, which his employer shall provide and which shall be kept on the premises at all times, the time he starts work and the time he finally ceases work for the day, together with particulars as to the time he ceases work in terms of this Agreement, and the time he resumes work thereafter, and the commencing and finishing times, of any other period during the day during which he was not working. Every employee shall make every entry upon commencing work, ceasing work and resuming work for meal intervals and ceasing work for the day at the time of the occurrence.

(7) *Savings.*—Notwithstanding anything to the contrary contained in subclauses (1) and (6) (b), employees in receipt of a monthly wage of not less than R996,00 during the first year of operation of this Agreement, R1 145,40 during the second year of operation of this Agreement and R1 317,21 during the third year of operation of this Agreement—

(a) may work an additional 10 hours per week, namely Monday to Saturday inclusive: Provided that not more than three additional hours may be worked on any such day; and

(b) shall be excluded from the provisions of subclause (6) (b).

8. ANNUAL LEAVE

(1) (a) Every employee, other than an employee referred to in paragraph (b) or (c) of this subclause, shall be given for each completed year of his service with the same employer 12 consecutive work-days' leave of absence on full pay.

(b) An employee who has completed two or more consecutive years' employment with the same employer or in the same establishment, calculated from the date of commencement of such employment, shall qualify for 18 consecutive work-days' annual leave of absence on full pay on the completion of such two consecutive years of employment and shall thereafter continue to qualify for such period of 18 work-days' leave of absence on the completion of each subsequent year of consecutive employment with the said employer or in the said establishment: Provided that where the employee concerned has been employed by any group of companies or partnerships in which there is a director/directors or partners who are directors or partners in each of the said companies or partnerships, the Council may direct that such employment be deemed to be employment with a single employer.

(c) An employee who has completed 10 or more consecutive years' employment with the same employer or in the same establishment, calculated from the date of commencement of such employment, shall qualify for 24 consecutive work-days' annual leave of absence on full pay on the completion of such 10 consecutive years of employment and shall thereafter continue to qualify for such period of 24 work-days' leave of absence on completion of each subsequent year of consecutive employment with the said employer or in the said establishment. The proviso to paragraph (b) of this subclause shall apply *mutatis mutandis* in respect of this paragraph.

(d) Such leave of absence, in terms of this subclause, shall commence to be applicable in the case of employees who qualify therefor as from the date such qualifying period of employment is completed, or in the case of an employee who has already completed such qualifying period of employment, on the completion of a completed year of employment calculated from the date the employee's last annual leave had accrued to him prior to the date of commencement of this Agreement: Provided that if a public holiday occurs while an employee is on leave, such holiday shall be added to the said period as a further period of leave on full pay. The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to the employee this period of leave at an earlier date, such leave shall be given so as to commence within one month after the termination of a year's service. Annual leave shall not run concurrently with any period of military service under the Defence Act, 1957, or with any period of sick leave in terms of clause 9 or 10 of this Agreement or with any period of notice of termination of employment in terms of clause 24.

(2) By diensbeëindiging moet 'n werkgewer aan sy werknemer die volgende betaal:

(a) Volle besoldiging ten opsigte van jaarlikse verlof wat hom toekom teen die besoldiging wat die werknemer ontvang het toe sy verlof moes begin, maar wat nie vóór die datum van diensbeëindiging toegestaan is nie; en/of

(b) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vyf-en-twintigste van die weekloon wat hy onmiddellik vóór die datum van sodanige diensbeëindiging ontvang het, ten opsigte van elke voltooië week diens by die werkgewer vanaf die datum waarop die werknemer laas 'n jaar diens ingevolge subklousule (1) voltooi het wat hom op jaarlikse verlof geregtig maak, of vanaf die datum van sy diensaanvaarding as sy diens minder as 12 maande is, na gelang van die geval;

(c) in die geval van 'n werknemer in subklousule (1) (b) bedoel, drie nege-en-veertigste van sy weekloon wat hy onmiddellik vóór die datum van sodanige diensbeëindiging ontvang het, ten opsigte van elke voltooië week diens in sy derde of daaropvolgende jaar diens by dieselfde werkgewer of in dieselfde bedryfsinrigting, vanaf die datum waarop die werknemer laas 'n jaar diens voltooi het ingevolge subklousule (1) waarkragtens hy op jaarlikse verlof geregtig is;

(d) in die geval van 'n werknemer in subklousule (1) (c) bedoel, een twaalfde van sy weekloon wat hy onmiddellik vóór die datum van sodanige diensbeëindiging ontvang het, ten opsigte van elke voltooië week diens in sy 10de of daaropvolgende jaar diens by dieselfde werkgewer of in dieselfde bedryfsinrigting, vanaf die datum waarop die werknemer laas 'n jaar diens voltooi het ingevolge subklousule (1) waarkragtens hy op jaarlikse verlof geregtig is.

(3) By die toepassing van hierdie klousule word die uitdrukking "diens" geag 'n tydperk of tydperke te omvat waarin 'n werknemer—

(a) ingevolge subklousule (1) met verlof afwesig is; of

(b) op las of op versoek van sy werknemer van sy werk afwesig is;

(c) weens siekte of 'n ongeluk van sy werk afwesig is, en sy diens nie beëindig is nie;

(d) militêre diens ingevolge die Verdedigingswet, 1957, verrig;

wat in 'n jaar in die geval van (a), (b) en (c) altesaam hoogstens 10 weke beloop, plus hoogstens vier maande van 'n tydperk van militêre diens wat in daardie jaar verrig is, en diens word geag 'n aanvang te neem—

(i) in die geval van 'n werknemer wat ten opsigte van sy diens by dieselfde werkgewer in die Kleinhandelvisbedryf in die gebiede in klousule 1 (1) (b) bedoel, vóór die inwerkingtreding van hierdie Ooreenkoms regtens op verlof geregtig was, vanaf die datum waarop sodanige werknemer laas regtens op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Ooreenkoms by dieselfde werkgewer in die Kleinhandelvisbedryf in die gebiede in klousule 1 (1) (b) bedoel in diens was, maar wat nog nie regtens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens 'n aanvang geneem het;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop die werknemer by sy werkgewer in diens getree het, of vanaf die datum van die inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

(4) Elke werkgewer moet die Sekretaris van die Raad in die vorm van Aanhangsel A in kennis stel wanneer enigeen van sy werknemers met verlof gaan en aan 'n werknemer aan wie verlof kragtens subklousule (1) van hierdie klousule toegestaan is sy besoldiging ten opsigte van die verlof-tydperk vóór of op die laaste werkdag voor die aanvang van genoemde tydperk betaal.

(5) Geen werknemer mag in enige bedryf werk verrig terwyl hy met jaarlikse verlof is nie, en geen werkgewer mag 'n werknemer gedurende sy jaarlikse verlof in diens neem nie.

(6) *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet verlof met volle besoldiging toegestaan word op alle openbare vakansiedae: Met dien verstande dat indien 'n werknemer op die werkdag onmiddellik vóór of onmiddellik ná 'n openbare vakansiedag van sy werk afwesig is en nie op besoldiging kragtens klousules 9 en 10 ten opsigte van sodanige werkdag geregtig is nie, hy nie op betaling ten opsigte van sodanige openbare vakansiedag geregtig is nie.

(7) Ondanks andersluidende bepalings hierin, kan 'n werkgewer wat aan 'n werknemer jaarlikse verlof ingevolge subklousule (1) (b) of (c) moet toestaan, van sodanige werknemer vereis om betaling aan te neem in plaas van ses werkdag van sy verlof.

(8) Hierdie klousule is nie op los werknemers van toepassing nie.

9. SIEKTEBYSTANDSFONDS

(1) Die fonds ingestel by Goewermmentskennisgewing R. 1187 van 9 Julie 1971 en bekend as "Die Siektebystandsfonds vir die Kleinhandelvisbedryf" of "die Fonds" word hierby voortgesit.

(2) Die Fonds bestaan uit—

(a) geld wat verkry word uit bydraes soos voorgeskryf in subklousule (12) van hierdie klousule;

(b) rente op beleggings;

(c) alle ander geld waarop die Fonds geregtig word.

(2) Upon termination of employment, an employer shall pay his employee—

(a) full pay in respect of annual leave which has accrued to him at the remuneration the employee was receiving when his leave became due but was not granted before the date of termination of employment; and/or

(b) in the case of an employee referred to in subclause (1) (a) one twenty-fifth of his weekly wage he was receiving immediately before the date of such termination, in respect of each completed week of employment with the employer from the date on which the employee had last completed a year's service in terms of subclause (1) entitling him to annual leave or the date of his engagement when his service is less than 12 months, as the case may be;

(c) in the case of an employee referred to in subclause (1) (b), three forty-ninths of his weekly wage he was receiving immediately before the date of such termination, in respect of each completed week of employment in his third or subsequent year of employment with the same employer or in the same establishment, from the date on which the employee had last completed a year's service in terms of subclause (1) entitling him to annual leave;

(d) in the case of an employee referred to in subclause (1) (c), one-twelfth of his weekly wage he was receiving immediately before the date of such termination, in respect of each completed week of employment in his 10th or subsequent year of employment with the same employer or in the same establishment, from the date on which the employee had last completed a year's service in terms of subclause (1) entitling him to annual leave.

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

(a) absent on leave in terms of subclause (1); or

(b) absent from work on the instructions or at the request of his employer;

(c) absent from work owing to illness or accident and employment has not been terminated;

(d) rendering military service under the Defence Act, 1957;

amounting in the aggregate in any year in the case of (a), (b) and (c) to not more than 10 weeks, plus up to four months of any period of military service, rendered in that year, and employment shall be deemed to commence—

(i) in the case of an employee who, in respect of his employment with the same employer in the Retail Meat Trade in the areas referred to in clause 1 (1) (b), had, before the coming into operation of this Agreement, become legally entitled to leave, from the date on which such employee last became legally entitled to leave;

(ii) in the case of an employee who was in employment with the same employer in the Retail Meat Trade in the areas specified in clause 1 (1) (b), before the date of commencement of this Agreement, but who had not become legally entitled to leave, from the date on which such employment commenced;

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

(4) Every employer shall notify the Secretary of the Council, in the form of Annexure A, when any of his employees proceed on leave and shall pay to an employee to whom leave is granted in terms of subclause (1) of this clause, his pay in respect of the period of leave not later than the last working day before the commencement of the said period.

(5) No employee while on annual leave shall perform any work in any trade or occupation and no employer shall employ an employee during his annual leave period.

(6) *Public holidays.*—An employee shall be entitled to and be granted leave on full pay on all public holidays: Provided that if an employee is absent from work on the work-day immediately preceding or the work-day immediately succeeding any public holiday and is not entitled to payment in terms of clause 9 and 10 in respect of such work-days, he shall not be entitled to payment in respect of such public holiday.

(7) Notwithstanding anything to the contrary herein contained, an employer who is required to grant an employee annual leave in terms of subclause (1) (b) or (c) may require such employee to accept payment in lieu of six work-days of his leave.

(8) This clause shall not apply in respect of casual employees.

9. SICK BENEFIT FUND

(1) The operation of the fund established under Government Notice R. 1187, dated 9 July 1971, and known as "The Sick Benefit Fund for the Retail Meat Trade" or the "Fund" is hereby continued.

(2) The Fund shall consist of—

(a) moneys accruing from contributions as prescribed in subclause (12) of this clause;

(b) interest on investments;

(c) any other moneys to which the Fund may become entitled.

(3) Die doel met die Fonds is om bystand te verleen aan lede ooreenkomstig die reëls van die Fonds soos dit van tyd tot tyd deur die Raad bepaal word met betrekking tot—

(a) hulpverlening aan lede op enige moontlike manier ten opsigte van mediese en snykundige versorging wat daarop gemik is om die goeie gesondheid van die lede of hul afhanklikes te bevorder of te bewaar;

(b) die aangaan van ooreenkomste indien dit nodig geag word, deur middel van 'n kontrak of kontrakte met mediese praktisyns, spesialiste, hospitale, verpleeginrigtings of enige organisasie wat medisyne of mediese of farmaseutiese dienste lewer, 'n geregistreerde versekeringsmaatskappy of -maatskappye of 'n organisasie wat soortgelyke bystand bied;

(c) die verrigting van alle sodanige dinge as wat noodsaaklik, bykomend of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die bereiking van genoemde doelstellings;

(d) betaling van siektebesoldiging aan lede in geval van afwesigheid van werk weens ongeskiktheid. Vir die toepassing van hierdie paragraaf het "ongeskiktheid" dieselfde betekenis as dié wat in klousule 10 (3) (b) van hierdie Ooreenkoms beskryf word.

(4) (a) Lidmaatskap van die Fonds is verpligtend vir alle werknemers wat kragtens die Transvaal Retail Meat Trade Employees' Union se konstitusie lid van die vakvereniging kan word.

(b) Werkgewers wat lede van die Witwatersrand Retail Master Butchers' Association is, moet lid word van die Fonds.

(5) Elke werknemer in subklousule (4) bedoel, moet die vorm in Aangangsel E van hierdie Ooreenkoms voorgeskryf invul en sodanige ingevulde vorm binne een maand ná die datum waarop hierdie Ooreenkoms in werking tree en hy in diens van die Kleinhandelvleisbedryf tree of wêr in diens tree, by die Sekretaris indien, en moet sodanige bykomende inligting of dokumentêre bewys verskaf as wat die Raad vereis.

(6) Die Raad kan na goeie dunks persone wat regstreeks betrokke is by of in diens is of te doen het met die Kleinhandelvleisbedryf en vir wie lidmaatskap nie ingevolge subklousule (4) verpligtend is nie, tot vrywillige lidmaatskap van die Fonds toelaat.

(7) Hierdie klousule is *mutatis mutandis* van toepassing op enigiemand wat ingevolge subklousule (6) tot vrywillige lidmaatskap toegelaat is: Met dien verstande dat daar van 'n vrywillige lid vereis moet word om 'n bedrag by te dra van minstens die gesamentlike bydrae van werknemers en werkgewers soos in subklousule (12) voorgeskryf.

(8) Lidmaatskap van die Fonds word beëindig—

(a) gelyktydig met beëindiging van diens in die Kleinhandelvleisbedryf in die geval van 'n lid in subklousule (4) bedoel: Met dien verstande dat die Raad 'n lid wat tydelik werkloos word, kan toelaat om sy lidmaatskap te behou op sodanige voorwaardes as wat die Raad bepaal;

(b) deur 14 dae skriftelike kennisgewing deur die Raad aan 'n lid in subklousule (6) bedoel, of deur 'n ewe lang tydperk van opsegging van lidmaatskap aan die Raad deur sodanige vrywillige lid;

(c) deur ses maande skriftelike kennisgewing aan die Raad deur 'n werkwereld van sy of haar voorneme om te bedank of deur 'n ewe lang tydperk van opsegging van lidmaatskap deur die Raad aan sodanige werkwereld.

(9) 'n Gewese lid van die Fonds is nie geregtig op bystand ná die laaste dag van sy diens in die Bedryf nie.

(10) 'n Lid wie se lidmaatskap van die Fonds beëindig is, moet, indien hy weer eens tot lidmaatskap toegelaat word, as 'n heeltemal nuwe lid beskou word, tensy die Raad anders besluit.

(11) Ten einde in aanmerking te kom vir bystand ten opsigte van hul afhanklikes, moet lede op die vorm wat van tyd tot tyd deur die Raad voorgeskryf word, aansoek doen om die registrasie van hul afhanklikes, en alle inligting en dokumentêre bewys verskaf wat die Raad vereis, en afhanklikes moet tot die volgende beperk word:

(a) 'n Lid se vrou of man, mits die man nie geskik is vir lidmaatskap van 'n ander mediesebystandsfonds nie;

(b) 'n lid se kinders onder 21 jaar (insluitende wettig aangenome kinders) wat geheel en al van die lid afhanklik is.

(12) *Bydraes.*—(a) Elke werkwereld moet vir elke maand die bedrae aangedui as die werknemers se bydraes ooreenkomstig ondergemelde Bylae aftrek van die lone betaalbaar aan die werknemers in sy diens in subklousule (4) bedoel.

Die bydraes is betaalbaar ten opsigte van—

(i) elke voltooië kalendermaand diens; of

(ii) 'n gedeelte van 'n maand diens by die werkwereld, synde minstens 15 dae in 'n maand van 31 of 30 dae en 14 dae in Februarie:

Met dien verstande dat wanneer daar vasgestel word dat 'n werknemer by meer as een werkwereld in 'n kalendermaand werksaam was, en elkeen van sy dienstrydperke korter was as die tydperk in subparagraaf (i) hiervan voorgeskryf, die bydrae wat betaalbaar is op 'n *pro rata*-grondslag moet wees ten opsigte van en met betrekking tot elke sodanige dienstrydperk:

BYLAE

	Werknemers- bydrae	Werkgewers- bydrae
	R	R
Lid met geen afhanklikes	20,00	20,00
Lid met een of twee afhanklikes	23,00	23,00
Lid met meer as twee afhanklikes	26,00	26,00

(3) The objects of the Fund shall be to grant benefits to members in accordance with the rules of the Fund as determined from time to time by the Council in relation to—

(a) assisting members in any manner whatsoever in relation to medical and surgical attention designed to promote or preserve the good health of them or their dependants;

(b) entering into arrangements if deemed necessary by way of contract or contracts with medical practitioners, specialists, hospitals, nursing homes or any organisations providing medicines, medical or pharmaceutical services, registered insurance company or companies or any organisation engaged in providing similar benefits;

(c) doing all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects;

(d) payment of sick pay to members in the event of absence from work owing to incapacity. For the purposes of this paragraph, "incapacity" shall have the same meaning as set out in clause 10 (3) (b) of this Agreement.

(4) (a) Membership of the Fund shall be compulsory for all employees who are eligible for membership of the Transvaal Retail Meat Trade Employees' Union in terms of the said Union's constitution.

(b) Employers who are members of the Witwatersrand Retail Master Butchers' Association shall be eligible for membership of the Fund.

(5) Every employee referred to in subclause (4) shall complete the form prescribed in Annexure E to this Agreement and lodge such completed form with the Secretary within one month after the date on which this Agreement comes into operation and he becomes employed in or re-enters the Retail Meat Trade, and shall furnish such additional information or documentary evidence as the Council may require.

(6) The Council may in its discretion admit to voluntary membership of the Fund any persons who are directly engaged or employed in or in connection with the Retail Meat Trade and for whom membership is not compulsory in terms of subclause (4).

(7) The provisions of this clause shall *mutatis mutandis* apply to any person admitted to voluntary membership in terms of subclause (6): Provided that a voluntary member shall be required to contribute not less than the combined contribution of employees and employers prescribed in subclause (12).

(8) Membership of the Fund shall terminate—

(a) concurrently with the cessation of employment in the Retail Meat Trade in the case of a member referred to in subclause (4): Provided that the Council may permit such a member who becomes temporarily unemployed to retain his membership under such conditions as the Council may determine;

(b) by 14 days' notice in writing being given by the Council to a member referred to in subclause (6) or by such voluntary member giving a similar period of notice of termination of membership to the Council;

(c) by an employer member giving six months' notice in writing of his/her intention to resign from the Fund, or by a similar period of notice being given by the Council to the employer member.

(9) An ex-member of the Fund shall not be entitled to any benefits subsequent to the last day of employment in the Trade.

(10) Any member whose membership of the Fund has been terminated shall, if re-admitted to membership, be regarded as an entirely new member unless otherwise decided by the Council.

(11) In order to be eligible for benefits in respect of their dependants, members shall make application for the registration of their dependants on the form prescribed by the Council from time to time and shall furnish such information and documentary evidence as the Council may require, and dependants shall be limited to the following:

(a) A member's wife/husband, provided the husband is not eligible for membership of any other medical aid fund;

(b) a member's children under the age of 21 years (including legally adopted children) who are wholly dependant on the member.

(12) *Contributions.*—(a) Every employer shall in respect of each month deduct from the wages payable to the employees in his employ referred to in subclause (4) the amounts indicated as employees' contributions in accordance with the undermentioned Schedule.

The contributions shall be payable in respect of—

(i) each completed calendar month of employment; or

(ii) part of a month of employment with the employer being not less than 15 days in a 31- or 30-day month and 14 days in February:

Provided that whenever it is established that an employee has been employed by more than one employer in any calendar month and each of his periods of employment has been less than the period prescribed in subparagraph (i) hereof, the contribution payable shall be on a *pro rata* basis in respect of and in relation to each such period of employment:

SCHEDULE

	Employees' contributions	Employer's contributions
	R	R
Member with no dependants	20,00	20,00
Member with one or two dependants	23,00	23,00
Member with more than two dependants	26,00	26,00

In die geval van leerlingvleissnytegnici moet beide die werknemer en die werkgever se bydrae deur die werkgever betaal word, m.a.w. daar moet niks van die werknemer se loon afgetrek word nie.

(b) Die bedrae soos voorgeskryf en aftrekbaar ingevolge die Bylae in paragraaf (a) moet voor of op die 10de dag van die daaropvolgende maand deur die werkgever aan die Sekretaris van die Raad, Posbus 10589, Johannesburg, 2000, gestuur word, tesame met die ooreenstemmende bydraes wat in genoemde Bylae aangedui word as die werkgever se bydrae en wat deur die werkgever ten opsigte van elke werknemer betaal moet word. Betalings ingevolge hierdie subklousule moet vergesel gaan van 'n gedetailleerde staat in die vorm van Aanhangsel D.

(c) Ondanks andersluidende bepalings in hierdie klousule, het die Raad die reg om van bystand deur die Fonds betaalbaar aan lede wat lidmaatskap kragtens subklousule (6) verkry het, alle bydraes af te trek wat verskuldig of betaalbaar is deur sodanige lid aan wie of names wie sodanige bystand betaal word.

(13) Behoudens die Fonds se reëls, kom elke lid wat die aantal bydraes gemaak het wat deur genoemde reëls voorgeskryf word, in aanmerking vir die bystand wat die Fonds verskaf.

(14) Die Fonds moet geadminestreer word deur die Raad in ooreenstemming met reëls wat deur die Raad voorgeskryf word. Sodanige reëls mag nie in stryd wees met hierdie Ooreenkoms of die Wet nie, en moet onder andere die volgende bepaal:

(a) Die Fonds se bystand en die kwalifikasies daarvoor;

(b) die prosedure om eise in te dien en te betaal;

(c) enige ander saak waaroor die Raad besluit.

(15) Die Raad kan te eniger tyd nuwe reëls maak of bestaande reëls wysig of herroep en elke lid van die Fonds moet voorsien word van 'n eksemplaar van die reëls en wysigings daarvan.

(16) Eksemplare van die Fonds se reëls en wysigings daarvan moet aan die Direkteur-generaal van Mannekrag gestuur word.

(17) Alle geld wat die Raad namens die Fonds ontvang, moet in 'n afsonderlike bankrekening op naam van die Fonds gestort word.

(18) Alle betalings uit die Fonds moet geskied per tjek op die Fonds se rekening getrek. Alle sodanige tjeks moet deur die Voorsitter of Ondervoorsitter onderteken en deur die Sekretaris medeonderteken word.

(19) Alle uitgawes aangegaan in verband met die administrasie van die Fonds kom ten laste van die Fonds.

(20) Die Raad moet sorg dat volledige en juiste rekeninge van die Fonds gehou word en moet 'n jaarlikse rekening van al die inkomste en uitgawes van die Fonds vir die tydperk eindigende 30 Junie van elke jaar, en 'n staat met sy bates en verpligtings, laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur van die Raad wat 'n openbare rekenmeester moet wees, en moet deur die Voorsitter van die Raad medeonderteken word en binne drie maande ná die einde van die tydperk wat dit dek, aan die Direkteur-generaal van Mannekrag gestuur word, tesame met die verslag wat genoemde ouditeurs daarvoor geskryf het. 'n Kopie van die jaarlikse rekeninge en balansstaat moet ter insae beskikbaar wees vir lede van die Fonds.

(21) Geld wat oorbly nadat al die Fonds se verpligtings nagekom is, mag slegs ooreenkomstig artikel 21 (3) van die Wet belê word.

(22) Die lede van die Raad en die beamptes en werknemers van die Raad is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte aangaan.

(23) (a) Ingeval hierdie Ooreenkoms verstryk of verleng of hernuwe word met verloop van tyd of beëindig word om 'n ander rede, en geen latere ooreenkoms vir die voortsetting van die Fonds binne twee jaar vanaf die datum van sodanige verstryking beding word nie of die geld nie deur die Raad binne sodanige tyd oorgedra word na 'n ander fonds wat vir dieselfe doel ingestel is as dié waarvoor die oorspronklike Fonds gestig was nie, moet die Raad voortgaan om die Fonds te administreer en om uit die geld in die krediet van die Fonds op sodanige datum bystand te verskaf tot tyd en wyl die geld uitgeput is, en daarna moet die Fonds gelikwedeer word.

(b) Gedurende die gemelde tydperk van twee jaar of tot tyd en wyl dit na 'n ander fonds, hierbo gemeld, oorgeplaas word of by 'n latere ooreenkoms verleng word, moet die Fonds deur die Raad geadminestreer word.

(24) (a) In die geval van die ontbinding van die Raad of indien dit ingevolge artikel 34 (2) van die Wet ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms bindend is, kan die Registrateur 'n komitee van werkgevers en werknemers in die Bedryf aanstel op die grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet die Fonds administreer en moet voortgaan om uit die geld in die krediet van die Fonds op die datum van die komitee se aanstelling bystand te verskaf tot tyd en wyl die geld uitgeput is. Vakatures in die komitee kan deur die Registrateur gevul word uit werkgevers en werknemers in die Bedryf, na gelang van die geval, om gelyke verteenwoordiging van werkgevers en werknemers in die komitee te verseker. Indien sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of daar 'n dooie punt ontstaan waardeur die administrasie van die Fonds na die mening van die Registrateur onprakties of onwenslik gemaak word, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee(s) besit al die bevoegdhede van die komitee vir sodanige doeleindes.

In the case of trainee meat-cutting technicians, both the employee's and the employer's contribution payable shall be paid by the employer, i.e. no deduction shall be made from the employee's wage.

(b) The amounts as prescribed and deductible in terms of the Schedule to paragraph (a) shall be transmitted by the employer to the Secretary of the Council, P.O. Box 10589, Johannesburg, 2000, not later than the 10th day of each succeeding month, together with the corresponding contributions indicated in the said Schedule as the employer's contribution and required to be paid by the employer in respect of each employee. Payments in terms of this subclause shall be accompanied by a detailed statement in the form of Annexure D.

(c) Notwithstanding anything to the contrary contained in this clause, the Council shall have the right to deduct from any benefit payable by the Fund to members granted membership in terms of subclause (6) any contributions due or owing by such member to whom or on behalf of whom such benefit is paid.

(13) Subject to the provisions of the Fund's rules, every member who has made the number of contributions prescribed in the said rules shall be eligible for the benefits provided by the Fund.

(14) The Fund shall be administered by the Council in accordance with rules prescribed by the Council. Such rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, prescribe—

(a) the Fund's benefits and the qualifications attaching thereto;

(b) the procedure for lodging and payment of claims;

(c) any other matter which the Council may decide.

(15) The Council may at any time make new rules or alter or repeal any existing rules and every member of the Fund shall be furnished with a copy of the rules and amendments thereof.

(16) Copies of the Fund's rules and any amendments thereto shall be lodged with the Director-General of Manpower.

(17) All moneys received by the Council on behalf of the Fund shall be deposited in a separate banking account in the name of the Fund.

(18) All payments from the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Chairman or Vice-Chairman and countersigned by the Secretary.

(19) All expenses incurred in connection with the administration of the Fund shall be a charge against the Fund.

(20) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the period ending 30 June of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Council who shall be a public accountant and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Director-General of Manpower together with any report made thereon by the said auditors. A copy of the annual accounts and balance sheet shall be available for inspection by members of the Fund.

(21) Moneys surplus to the Fund's requirements shall not be invested otherwise than in accordance with section 21 (3) of the Act.

(22) The members of the Council and the officers and employees of the Council shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(23) (a) In the event of the expiry of this Agreement or any extension or renewal thereof by effluxion of time or cessation for any other cause and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of two years from the date of such expiry or the moneys not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Council shall continue to administer the Fund and provide benefits from the moneys standing to the credit of the Fund as at such date, until such moneys are exhausted, whereafter the Fund shall be liquidated.

(b) The Fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement be administered by the Council.

(24) (a) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding, the Registrar may appoint a committee from employers and employees in the Trade on the basis of equal representation on both sides, and the Fund shall be administered by such committee which shall continue to provide benefits from the moneys standing to the credit of the Fund as at the date of its appointment, until such moneys are exhausted. Any vacancy occurring on the committee may be filled by the Registrar from amongst employers and employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee/s shall possess all the powers of the committee for such purpose.

(b) Indien daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms gelikwedeer word deur die komitee wat kragtens hierdie subklousule fungeer, of deur die trustee of trustees, na gelang van die geval, en moet daar oor enige onbestede bedrag beskik word ooreenkomstig subklousule (25).

(25) By likwidasië van die Fonds kragtens subklousule (23) of (24) moet die geld wat in die krediet van die Fonds oorbly nadat alle eise teen die Fonds, met inbegrip van administrasie-, likwidasië- en ontbindingskoste, wat die eerste eis teen die Fonds is, betaal is, in die algemene fondse van die Raad gestort word, en indien die Raad se sake by sodanige likwidasië reeds bereedder en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word, soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad was.

(26) Hierdie klousule is nie op los werknemers van toepassing nie.

10. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer sy voltydse werknemers wat nie lede van die Siektebystandfonds vir die Kleinhandelverleisbedryf is nie en wat as gevolg van ongeskiktheid van die werk afwesig is, altesaam minstens 12 werkdag siekteverlof gedurende elke siklus van 12 agtereenvolgende maande diens by hom toestaan en sodanige werknemer ten opsigte van 'n tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat 'n werknemer in die eerste 12 agtereenvolgende maande diens op hoogstens één werkdag siekteverlof met volle besoldiging ten opsigte van elke voltooië maand diens geregtig is.

(2) 'n Werkgewer kan, as 'n opskortende voorwaarde vir die betaling van die bedrag wat 'n werknemer op grond van hierdie klousule, ten opsigte van afwesigheid van sy werk van meer as twee agtereenvolgende dae eis, vereis dat die werknemer 'n sertifikaat indien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat indien 'n werknemer gedurende 'n tydperk van tot agt weke besoldiging kragtens hierdie klousule by meer as twee geleenthede ontvang het sonder om sodanige sertifikaat in te dien, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die tweede geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van afwesigheid van werk in te dien.

(3) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag 'n tydperk of tydperke in te sluit waarin 'n werknemer afwesig is—

- (i) met jaarlikse verlof ingevolge klousule 8;
- (ii) op las of op versoek van sy werkgewer;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) met die goedkeuring of kondonering van sy werkgewer;
- (v) om 'n rede wat nie met die dienskontrak in stryd is nie;
- (vi) om militêre diens ingevolge die Verdedigingswet, 1957, te verrig; wat altesaam in 'n jaar hoogstens 10 weke ten opsigte van items (i), (ii), (iii), (iv) en (v) beloop, plus tot vier maande militêre diens wat daardie jaar verrig is, en die dienstydsperk wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik vóór die datum waarop hierdie Ooreenkoms in werking getree het, moet by die toepassing van hierdie klousule geag word diens kragtens hierdie Ooreenkoms te wees, en alle siekteverlof met volle besoldiging wat aan 'n werknemer gedurende sodanige tydperk toegestaan is, moet geag word kragtens hierdie Ooreenkoms toegestaan te gewees het;

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd dié wat veroorsaak is deur 'n werknemer se eie wangedrag: Met dien verstande dat onvermoë om te werk, wat veroorsaak is deur 'n ongeluk ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen vergoeding weens ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

(4) Elke werkgewer moet binne 14 dae nadat betaling vir siekteverlof ingevolge hierdie klousule geskied het die Raad in die vorm van Aanhangsel B daarvan in kennis stel.

(5) Hierdie klousule is nie op los werknemers van toepassing nie.

11. PENSIENFONDS

(1) Die fonds ingestel by Goewermentskennissgewing R. 977 van 8 Mei 1981 en bekend as "Die Pensioenfonds vir die Kleinhandelverleisbedryf" of "die Fonds" word hierby voortgesit en is van toepassing op alle werknemers vir wie lone in klousule 4 voorgeskryf word wat nog nie die ouderdom van 65 jaar, in die geval van manlike werknemers, en 60 jaar, in die geval van vroulike werknemers bereik het nie: Met dien verstande dat alle sodanige werknemers wat genoemde ouderdom bereik voor voltooiing van vyf jaar lidmaatskap van die Fonds as lid kan aan bly tot dat vyf jaar lidmaatskap van die Fonds voltooi is: Voorts met dien verstande dat hierdie klousule slegs van toepassing is op werknemers wat in aanmerking kom vir lidmaatskap van die Transvaal Retail Meat Trade Employees' Union ingevolge genoemde Union se konstitusie.

(b) In the event of there being no Council in existence, the Fund shall, upon the expiry of this Agreement, be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, and any unexpended amount disposed of in accordance with subclause (25).

(25) Upon liquidation of the Fund in terms of subclause (23) or (24), the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration, liquidation or dissolution expenses, which shall be a first charge against the Fund, shall be paid into the general funds of the Council, and if upon such liquidation the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(26) This clause shall not apply in respect of casual employees.

10. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his full-time employees, who are not members of the Sick Benefit Fund for the Retail Meat Trade, who are absent from work through incapacity, not less than 12 workdays sick leave in the aggregate during each cycle of 12 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed (in terms of this clause) by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last occasion require him to produce such a certificate in respect of any absence from work.

(3) For the purposes of this clause, the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

- (i) on annual leave in terms of clause 8;
- (ii) on the instructions or at the request of his employer;
- (iii) on sick leave in terms of subclause (1);
- (iv) with the consent or condonation of his employer;
- (v) for any reason not being in breach of the contract of employment;
- (vi) rendering military service in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (i), (ii), (iii), (iv) and (v), plus up to four months of any military service rendered in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall, for the purposes 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;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

(4) Every employer shall, within 14 days of payment of sick leave in terms of this clause, notify the Council thereof in the form of Annexure B.

(5) This clause shall not apply in respect of casual employees.

11. PENSION FUND

(1) The operation of the fund established under Government Notice R. 977, dated 8 May 1981, and known as "The Pension Fund for the Retail Meat Trade" or "the Fund" is hereby continued in respect of all employees for whom wages are prescribed in clause 4, who have not reached the age of 65 years in the case of male employees and 60 years in the case of female employees: Provided that any such employee reaching the said age before the completion of five years' membership of the Fund may continue as a member until five years' membership of the Fund has been completed: Provided further that this clause shall apply only to employees who are eligible for membership of the Transvaal Retail Meat Trade Employees' Union in terms of the said Union's constitution.

(2) Ten einde pensioenbystand te verskaf aan werknemers in subklousule (1) bedoel, moet elke werkgever elke maand vyf persent aftrek van die loon betaalbaar aan genoemde werknemers in sy diens soos in klousule 4 voorgeskryf, en daarby voeg vyf persent van die voorgeskryfde loon wat deur die werkgever ten behoeve van genoemde werknemers in sy diens betaal moet word.

Die bydraes is betaalbaar ten opsigte van—

(a) elke voltooië kalendermaand diens; of

(b) 'n gedeelte van 'n maand diens by die werkgever, synde minstens 15 dae in 'n maand van 31 of 30 dae en 14 dae in Februarie:

Met dien verstande dat wanneer daar vasgestel word dat 'n werknemer by meer as een werkgever in 'n kalendermaand werksaam was, en elkeen van sy diensydperke korter was as die tydperk in paragraaf (a) hiervan voorgeskryf, die bydrae wat betaalbaar is op 'n *pro rata*-grondslag moet wees ten opsigte van en met betrekking tot elke sodanige diensydperk.

(3) Die bedrae voorgeskryf ingevolge subklousule (2) hierbo, moet voor of op die 10de dag van elke daaropvolgende maand aan die Sekretaris van die Nywerheidsraad, Posbus 10589, Johannesburg, 2000, gestuur word, tesame met 'n gedetailleerde staat ingevolge Aanhangsel D van hierdie Ooreenkoms.

(4) Uit die geld wat ingevolge subklousule (3) hierbo ontvang word, moet die premies betaalbaar deur die Sekretaris van die Raad aan 'n geregistreerde versekeringsmaatskappy gestuur word ten opsigte van en ten behoeve van elke werknemer om hom vir Pensioenfondsbystand te dek soos daar bepaal word in 'n groeppolis deur die Raad goedgekeur, en behoudens die bepalings en voorwaardes daarin vervat. 'n Eksemplaar van hierdie polis moet aan die Direkteur-generaal van Mannekrag gestuur word.

(5) Die Raad is die liggaam wat verantwoordelik is vir die afhandeling van alle sake wat voortvloei uit of wat in verband staan met die betaling van premies en bystand kragtens hierdie klousule.

(6) Hierdie klousule is nie op los werknemers van toepassing nie.

(7) Ondanks andersluidende bepalings hierin vervat, is hierdie Fonds beskikbaar vir werkgevers en direkteure van werkgevers in die Kleinhandelbedryf ingevolge die reëls van die Fonds en na goeddunke van die Raad.

12. RAADSFONDSE

Die fondse van die Raad wat by die Raad berus en deur hom geadministreer word, moet op die volgende wyse verkry word:

(a) Elke werkgever moet ten opsigte van elke bedryfsinrigting wat hy besit of bestuur aan die Raad 'n maandelikse heffing van R3,00 betaal. Hierdie heffing moet maandeliks, voor of op die 10de dag van elke maand wat volg op die maand waarop die betaling betrekking het, saam met 'n staat in die vorm van Aanhangsel D, aan die Sekretaris van die Raad gestuur word;

(b) elke werkgever moet die bedrag van R2,50 elke maand van die loon van elke werknemer in sy diens aftrek;

(c) die totale bedrag wat aldus ingevolge (b) hierbo afgetrek word, moet saam met 'n gelyke bedrag wat deur die werkgever bygedra moet word, maandeliks, voor of op die 10de dag van elke maand wat volg op die maand waarop die bedrae betrekking het, saam met 'n staat in die vorm van Aanhangsel D, deur die werkgever aan die Sekretaris van die Raad gestuur word.

13. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

Elke werkgever moet ten opsigte van elke bedryfsinrigting wat hy in die Kleinhandelbedryf besit of bedryf, binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat tot die Kleinhandelbedryf toetree of 'n bykomende bedryfsinrigting daarin aangeskaf het, moet een maand nadat hy werksaamhede in verband daarmee begin, aan die Sekretaris van die Raad die volgende besonderhede stuur:

(a) Die handelsnaam van die bedryfsinrigting voluit;

(b) die volle naam en adres van die eienaar, vennote of direkteure, na gelang van die geval;

(c) die besigheidsadres;

(d) die volle name, geboortedatum en identiteitsnommer van elke werknemer, die hoedanigheid waarin hy werksaam is en die loon wat hy ontvang;

Met dien verstande dat dit nie vir 'n werkgever nodig is om kragtens hierdie klousule registrasie te verkry nie ten opsigte van 'n bedryfsinrigting wat hy alreeds by die Raad geregistreer het of wat geag word geregistreer te wees ingevolge die Raad se vorige ooreenkoms en indien hy nog sodanige bedryfsinrigting op die datum waarop hierdie Ooreenkoms in werking tree, besit of bedryf.

Ingeval van ontbinding of verandering van vennootskap, of verandering van die direkteur van 'n maatskappy, moet die Sekretaris skriftelik binne een maand na die datum daarvan verwittig word, en moet volle besonderhede aangaande nuwe direkteure of vennote, na gelang van die geval, verstrek word.

(2) For the purpose of providing employees referred to in subclause (1) with pension benefits, every employer shall, in respect of each month, deduct five per cent from the wages payable to the said employees in his employ which are prescribed in clause 4, and add to it five per cent of the prescribed wage, which shall be paid by the employer on behalf of the said employees in his employ.

The contributions shall be payable in respect of—

(a) each completed calendar month of employment; or

(b) part of a month of employment with the employer being not less than 15 days in a 31- or 30-day month and 14 days in February:

Provided that whenever it is established that an employee has been employed by more than one employer in any calendar month and each of his periods of employment has been less than the period prescribed in paragraph (a) hereof, the contribution payable shall be on a *pro rata* basis in respect of and in relation to each such period of employment.

(3) The amounts as prescribed in terms of subclause (2) above shall be transmitted to the Secretary of the Industrial Council, P.O. Box 10589, Johannesburg, 2000, not later than the 10th day of each succeeding month together with a detailed statement in terms of Annexure D to this Agreement.

(4) From the moneys received in terms of subclause (3) above, the premiums payable shall be transmitted by the Secretary of the Council to a registered assurance company in respect of and on behalf of each employee, to cover him for pension fund benefits as provided for in a group policy approved by the Council, and subject to the terms and conditions specified therein. A copy of the policy shall be transmitted to the Director-General of Manpower.

(5) The Council shall be the body responsible for dealing with all matters arising from or in connection with the payment of premiums and benefits in terms of this clause.

(6) This clause shall not apply in respect of casual employees.

(7) Notwithstanding anything to the contrary contained herein, this Fund shall be available to employers or directors of employers in the Retail Meat Trade in terms of the rules of the Fund and in the Council's discretion.

12. 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 every establishment he owns or conducts, pay to the Council a monthly levy of R3. This levy shall be forwarded to the Secretary of the Council not later than the 10th day of each month following the month to which payment refers, together with a statement in the form of Annexure D;

(b) every employer shall deduct the amount of R2,50 per month for the wages of every employee in his employ;

(c) the total amount so deducted in terms of (b) above, together with an equal amount which shall be contributed by the employer, shall be forwarded monthly by the latter to the Secretary of the Council, not later than the 10th day of each month following the month to which payment refers, together with a statement in the form of Annexure D.

13. REGISTRATION OF EMPLOYERS AND EMPLOYEES

Every employer in respect of each establishment he owns or conducts in the Retail Meat Trade shall within one month of the date of which this Agreement comes into operation, and every employer entering or acquiring any additional establishment in the Retail Meat Trade shall after one month of the date of commencing operations in regard thereto, forward to the Secretary of the Council—

(a) the full name and title of the establishment;

(b) the full name and address of the proprietor, partners or directors, as the case may be;

(c) the business address;

(d) the full names, dates of birth and identity numbers of the employees, the capacity in which they are employed and the wages they are paid;

Provided that it shall not be necessary for an employer to effect registration in terms of this clause in respect of any establishment which he has already registered or which is deemed to be registered with the Council in terms of the Council's previous agreement and if he still owns or conducts such establishment at the date of coming into operation of this Agreement.

In the event of a dissolution or change of partnership, or change in the directorate of a company, the fact must be notified, in writing, within one month of the date thereof to the Secretary, together with full details in regard to any new directors or partners, as the case may be.

14. ORGANISASIE

(1) Geen werkgewer wat ooreenkomstig die konstitusie van die werkgewersorganisasie lid van die werkgewersorganisasie is, mag 'n werknemer in diens neem of voortgaan om hom in diens te hou wat, terwyl hy in aanmerking kom vir lidmaatskap van die vakvereniging, nie lid is ingevolge die konstitusie van die vakvereniging op die datum waarop hierdie Ooreenkoms in werking tree, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding, waar die indienstreding na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, lid van die vakvereniging word nie, of wie se lidmaatskap van die vakvereniging deur die vakvereniging ooreenkomstig die konstitusie van die vakvereniging opgeskort is nie.

(2) Niemand wat ooreenkomstig die konstitusie van die vakvereniging lid van die vakvereniging is, mag werk aanneem van of voortgaan om in diens van iemand te bly wat in aanmerking kom vir lidmaatskap van die werkgewersorganisasie en wat nie lid van die werkgewersorganisasie is op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer, waar sodanige indiensneming na die datum van inwerkingtreding van hierdie Ooreenkoms geskied, lid van die werkgewersorganisasie word nie, of wie se lidmaatskap van die werkgewersorganisasie deur die werkgewersorganisasie ooreenkomstig die konstitusie van die werkgewersorganisasie opgeskort is nie.

(3) Op die eerste betaaldag van elke maand moet elke werkgewer van die loon van elke lid van die vakvereniging in sy diens die ledegeld en sterfheffing wat aan die vakvereniging betaalbaar is, aftrek, en die werkgewer moet die totale bedrag wat aldus afgetrek is voor of op die 10de dag van die maand wat volg op dié waarop die bedrae betrekking het, aan die Sekretaris van die Raad, Posbus 10589, Johannesburg, 2000, stuur, tesame met 'n staat in die vorm van Aanhangsel D. Die sekretaris van die vakvereniging moet die betrokke werkgewers van tyd tot tyd van die ledegeldskale in kennis stel.

(4) Hierdie klousule is nie van toepassing nie op—

(a) iemand wat lidmaatskap van die vakvereniging geweier is omdat hy nie bevredigende bewys kan lewer dat hy 'n vakleerlingskap met wesklae voltooi het nie, as hy 'n ambagstoets soos deur die Raad voorgeskryf, aflê en daarin slaag, en die vakvereniging steeds lidmaatskap aan sodanige persoon weier; of

(b) iemand wat gedurende die eerste twee jaar van sodanige diens deur die raad toegelaat word om die werk van 'n vleissnytegnikus te verrig, en daarna as sodanig 'n ambagstoets, soos deur die Raad voorgeskryf, aflê en daarin slaag, en die vakvereniging lidmaatskap aan hom weier; of

(c) 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Bedryf, weier om op uitnodiging van die vakvereniging lid daarvan te word, hierdie klousule onmiddellik van toepassing word.

(5) 'n Werkgewer wat lid is van die werkgewersorganisasie, moet die ledegeld wat aan die werkgewersorganisasie betaalbaar is voor of op die 10de dag van die maand wat volg op dié waarop die ledegeld van toepassing is, tesame met 'n staat in die vorm van Aanhangsel D, aan die Sekretaris van die Raad, Posbus 10589, Johannesburg, 2000, stuur. Die ledegeldskaal is—

(a) gedurende die eerste jaar na die inwerkingtreding van die Ooreenkoms—R8 vir elke werkgewer en R4 vir elke tak wat die werkgewer besit;

(b) gedurende die tweede jaar na die inwerkingtreding van die Ooreenkoms R9,20 vir elke werkgewer en R4,60 vir elke tak wat die werkgewer besit;

(c) gedurende die derde jaar na die inwerkingtreding van die Ooreenkoms—R10,50 vir elke werkgewer, en R5,25 vir elke tak wat die werkgewer besit.

(6) Wanneer die Raad 'n aansoek om 'n ambagstoets ontvang, is die aansoeker daarop geregtig om, ondanks subklousule (1), in diens te bly, in afwagting van die toets, en moet hy die eksamengeld wat van tyd tot tyd deur die Raad gespesifiseer word, betaal om alle koste te dek wat aangegaan word om die toets af te neem, en sodanige toets moet so spoedig moontlik afgeneem word in 'n bedryfsinrigting wat deur die Raad gekies en goedgekeur word ooreenkomstig reëls en voorwaardes wat die Raad van tyd tot tyd in verband met die afneem van toetse voorskryf.

15. GETALSVERHOUDING VAN WERKNEMERS

(1) Behoudens subklousule (2), mag geen werkgewer in 'n bedryfsinrigting—

(a) meer as twee vleissnytegnici graad I in diens neem nie, tensy hy 'n werkkontroleur in sy diens het;

(b) 'n arbeider graad I in diens neem nie, tensy hy 'n vleissnytegnikus graad I in sy diens het, en vir elke twee addisionele vleistechnici graad I in sy diens kan een addisionele arbeider graad I in diens geneem word;

(c) 'n leerlingvleissnytegnikus in diens neem nie, tensy hy 'n vleissnytegnikus graad I in sy diens het;

(d) 'n vleissnytegnikus graad II in sy diens neem nie, tensy hy 'n vleissnytegnikus graad I in sy diens het, en vir elke twee vleissnytegnici graad II in sy diens kan een addisionele vleissnytegnikus graad I in diens geneem word.

14. ORGANISATION

(1) No employer who is a member of the employers' organisation in accordance with the constitution of the employers' organisation shall employ or continue to employ an employee who, while being eligible for membership of the trade union, is not a member of such trade union in accordance with the constitution of the trade union as at the date of coming into operation of this Agreement, or who does not within a period of 90 days from such date or from the date of entering into employment, where the entering into employment takes place after the date of coming into operation of this Agreement, become a member of such trade union, or whose membership of the trade union has been suspended by the trade union in accordance with the constitution of the trade union.

(2) No person who is a member of the trade union in accordance with the constitution of the trade union shall accept employment with or continue in the employment of any person who is eligible for membership of the employers' organisation and who is not a member of the employers' organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned, where such employment takes place after the date of coming into operation of this Agreement, become a member of the employers' organisation, or whose membership of the employers' organisation has been suspended by the employers' organisation in accordance with the constitution of the employers' organisation.

(3) On the first pay-day of each month every employer shall deduct from the wage of every trade union member in his employ the subscription and death levy payable to the trade union; and the employer shall forward the total amount so deducted to the Secretary of the Council, P.O. Box 10589, Johannesburg, 2000, not later than the 10th day of the month following that to which the deductions refer, together with a statement in the form of Annexure D. The subscription scale shall be notified to the employers concerned from time to time by the secretary of the trade union.

(4) The provisions of this clause shall not apply to—

(a) a person who has been refused membership of the trade union on the grounds that he cannot produce satisfactory evidence of having completed an apprenticeship successfully, if he undergoes and passes a trade test as prescribed by the Council and the trade union still declines to admit such person to membership; or

(b) a person permitted by the Council to do the work of a meat-cutting technician during the first two years of such employment, and thereafter if such person undergoes and passes a trade test as prescribed by the Council and the trade union declines to admit such person to membership; or

(c) 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 his employment in the Trade refused any invitation from the trade union to become a member thereof, the provisions of this clause shall immediately come into operation.

(5) An employer who is a member of the employers' organisation shall forward to the Secretary of the Council, P.O. Box 10589, Johannesburg, 2000, subscriptions payable to the employers' organisation not later than the 10th day of the month following that to which the subscriptions refer, together with a statement in the form of Annexure D. The subscription scale shall be—

(a) during the first year of operation of this Agreement—R8,00 for every employer and R4,00 for every branch owned by the employer referred to above;

(b) during the second year of operation of this Agreement—R9,20 for every employer and R4,60 for every branch owned by the employer referred to above;

(c) during the third year of operation of this Agreement—R10,50 for every employer and R5,25 for every branch owned by the employer referred to above.

(6) Notwithstanding the provisions of subclause (1), on receipt by the Council of a request for a trade test, the applicant shall be entitled to remain in employment pending examination and shall be required to pay an examination fee as specified by the Council from time to time to defray any expenses incurred in conducting the test, which shall be carried out as soon as possible, in an establishment selected and approved by the Council, in accordance with rules and conditions which the Council may prescribe from time to time in connection with the conduct of tests.

15. PROPORTION OR RATIO OF EMPLOYEES

(1) Subject to the provisions of subclause (2), no employer shall employ in any establishment—

(a) more than two meat-cutting technicians, Grade I, unless he has in his employ a shop controller;

(b) a labourer, Grade I, unless he has in his employ a meat-cutting technician, Grade I, and for every two additional meat-cutting technicians, Grade I, employed, one additional labourer, Grade I, may be employed;

(c) a trainee meat-cutting technician, unless he has in his employ a meat-cutting technician, Grade I;

(d) a meat-cutting technician, Grade II, unless he has in his employ a meat-cutting technician, Grade I, and for every two meat-cutting technicians, Grade II, he may employ an additional meat-cutting technician, Grade I.

(2) (a) By die toepassing van hierdie klousule kan 'n werkgewer as 'n vleissnytegnikus graad I of winkelkontroleur toesighouer in hoogstens een bedryfsinrigting gereken word—

- (i) as hy werklik die werk van 'n vleissnytegnikus graad I verrig;
- (ii) as hy die Raad oortuig dat hy, as gevolg van sy praktiese kennis van die Bedryf, bevoeg is om die werk van 'n vleissnytegnikus graad I te verrig;
- (iii) as hy van die Raad 'n sertifikaat ontvang wat deur die Sekretaris onderteken is, en wat hom magtig om homself by die toepassing van hierdie klousule ten opsigte van 'n bepaalde bedryfsinrigting as 'n vleissnytegnikus graad I te ag: Met dien verstande dat geen sertifikaat ingevolge subklousule (2) (a) (iii) toegestaan word voordat die vereistes van subklousule (2) (a) (ii) nagekom is nie.

(b) By die toepassing van subklousule (1) (b) moet die uitdrukking "vleissnytegnikus graad I" geag word 'n winkelkontroleur/toesighouer in te sluit of 'n werkgewer wat as 'n werkskontroleur/toesighouer gereken word.

16. VRYSTELLINGS

(1) Kragtens artikel 51 (3) van die Wet, kan die Raad om 'n aldoende rede aan of ten opsigte van enigiemand vrystelling van enigen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling kragtens subklousule (1) verleen word, die voorwaardes waarkragtens sodanige vrystelling verleen word, vasstel: Met dien verstande dat die Raad na goeëdunke en nadat een week skriftelike kennis aan die betrokke persoon gegee is, sodanige vrystelling kan herroep.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n vrystellingsertifikaat, deur hom onderteken, uitreik, waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalinge van die ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes ooreenkomstig subklousule (2) vasgestel, waar kragtens die vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) 'n afskrif van alle uitgereikte sertifikate bewaar; en
 - (c) ingeval vrystelling verleen word, 'n eksemplaar van die sertifikaat aan die betrokke werkgewer en werknemer stuur.

17. PREMIES

Geen premie mag deur 'n werkgewer vir die opleiding van 'n werknemer gevorder of aangeneem word nie: Met dien verstande dat hierdie klousule nie van toepassing is op opleidingskemas waartoe die werkgewer regtens verplig is om by te dra nie.

18. BESTAANDE KONTRAKTE

Enige dienskontrak wat van krag is op die aanvangsdatum van hierdie Ooreenkoms, of wat na dié datum aangegaan word, is onderworpe aan die bepalinge van hierdie Ooreenkoms.

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting, wat maklik vir sy werknemers toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

20. INDIENSNEMING VAN SEKERE PERSONE

Geen werkgewer mag 'n persoon onder die leeftyd van 16 jaar in diens neem nie.

21. AGENTE

(1) Die Raad kan een of meer aangewese persone as agente aanstel om behulpsaam te wees by die toepassing van hierdie Ooreenkoms.

(2) Elke werkgewer en werknemer is verplig om die agente toe te laat om dié ondersoek in te stel en dié boeke en/of stukke te ondersoek wat vir hierdie doel nodig is.

22. DIENSSERTIFIKAAT

Elke werkgewer moet aan elkeen van sy werknemers wat uit sy diens tree, kosteloos 'n dienssertifikaat uitreik wat die werknemer se naam en adres aantoon sowel as die aard van sy werk, sy dienstyd en die loon wat aan elkeen van sy werknemers, uitgesonderd 'n arbeider graad II en graad III, betaal is toe hy sy werkgewer se diens verlaat het.

23. VLEISSNYTEGNIKUS SE WERK

(1) Geen werkgewer mag 'n ander persoon as 'n winkelkontroleur, vleissnytegnikus graad I of graad II, leerlingvleissnytegnikus of leerling-winkelkontroleur in diens neem om die werk van 'n vleissnytegnikus te verrig nie, tensy verlof daartoe vooraf van die Raad verkry is.

(2) (a) For the purposes of this clause, an employer may be reckoned as a meat-cutting technician, Grade I, or shop controller/supervisor in not more than one establishment if—

- (i) he is actually engaged in performing the work of a meat-cutting technician, Grade I;
- (ii) he satisfies the Council that by reason of his practical knowledge of the Trade, he is competent to perform the work of a meat-cutting technician, Grade I;
- (iii) he obtains from the Council a certificate signed by the Secretary authorising him to reckon himself as a meat-cutting technician, Grade I, for the purpose of this clause in respect of a specified establishment: provided that no certificate in terms of subclause (2) (a) (iii) be granted until the requirements of subclause (2) (a) (ii) have been complied with.

(b) For the purposes of subclause (1) (b), the expression "meat-cutting technician, Grade I," shall be deemed to include a shop controller/supervisor or an employer who is reckoned as a shop controller/supervisor.

16. EXEMPTIONS

(1) The Council may in terms of section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1), the conditions subject to 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 an exemption.

(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) 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 subclause (2) 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, forward a copy of the licence to the employer and employee concerned.

17. PREMIUMS

No premiums shall be charged or accepted by an employer for the training of an employee: Provided that this clause shall not apply in respect of training schemes to which the employer is legally required to contribute.

18. 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.

19. 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.

20. EMPLOYMENT OF CERTAIN PERSONS

No employer shall employ any person under the age of 16 years.

21. AGENTS

(1) The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

(2) It shall be the duty of every employer and employee to permit such agent to institute such enquiries and to examine such books and/or documents as may be necessary for this purpose.

22. CERTIFICATE OF SERVICE

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, other than a labourer, Grade II or III, at the time he leaves such employer's service.

23. MEAT-CUTTING TECHNICIAN'S WORK

(1) No employer shall employ any person, other than a shop controller, meat-cutting technician, Grade I or II, trainee meat-cutting technician or trainee shop controller on the work of a meat-cutting technician without the prior permission of the Council.

24. BEËINDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) in die geval van arbeiders graad III, massameters en/of prysbepalers, motorvoertuigdrywers en toedraaiers en/of verpakkers, minstens 24 uur kennis;

(b) in die geval van alle ander klasse werknemers, minstens ses werkdag kennis;

van die beëindiging van die kontrak gee, of 'n werkgewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur die werknemer of die werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing, minstens die volgende te betaal:

(i) In die geval van kennisgewing van 24 uur, die dagloon wat die werknemer ontvang ten tyde van sodanige beëindiging;

(ii) in die geval van kennisgewing van een week, die weekloon wat die werknemer ontvang ten tyde van sodanige beëindiging:

Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgewer of 'n werknemer om die kontrak om 'n regsgeldige rede te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf word;

(iii) die reg van 'n werkgewer om van geld wat hy die werknemer kragtens enige bepaling van hierdie Ooreenkoms skuld, 'n bedrag van hoogstens dié wat sodanige werknemer hom sou moes betaal in plaas van kennis te gee, terug te hou, waar sodanige werknemer sy diens beëindig sonder kennisgewing of sonder om sy werknemer in plaas van kennis te betaal, en sodanige verbeuring word geag die betrokke werknemer te onthef van sy versuim om die vereiste kennis van sy diensbeëindiging te geege het.

(2) Waar daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die opseggingstermyn waarvoor ooreengekom is.

(3) Die kennisgewing wat by subklousule (1) voorgeskryf word, kan op enige werkdag gegee word: Met dien verstande dat—

(i) die opseggingstermyn nie mag saamval nie met, of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 8, of 'n tydperk van militêre diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, verrig;

(ii) kennis nie gegee mag word nie gedurende 'n werknemer se siekteverlof met besoldiging wat ingevolge klousule 10 toegestaan word, of in die geval van afwesigheidstydperke ingevolge klousule 9, vóór die verstrikking van 14 kalenderdae vanaf die aanvang van sodanige afwesigheidstydperke waar dit gestaaf word deur 'n sertifikaat, geteken deur 'n geregistreerde mediese praktisyn, wat die aard en duur van die werknemer se ongesiktheid bevestig, en sodanige doktersertifikaat binne drie dae na die begin van sodanige afwesigheid by die werkgewer ingegee word.

(4) 'n Afskrif van die kennisgewing in hierdie klousule bedoel, moet in die vorm van Aanhangsel C deur die werkgewer aan die Raad gestuur word.

(5) Hierdie klousule is nie op 'n werknemer wat vir 'n proeftydperk van hoogstens een week in diens is of op 'n los werknemer van toepassing nie.

25. BEDIENING VAN BANDSAAG DEUR ARBEIDERS GRAAD III

'n Werkgewer kan 'n skriftelike aansoek aan die Raad voorlê dat 'n genoemde arbeider graad III in sy diens toegelaat moet word om in 'n bepaalde bedryfsinrigting afgestroopte of skeenbene, gewoonweg bekend as honde- of sopvleis, met 'n bandsaag op te saag.

Die Raad moet sodanige toestemming verleen: Met dien verstande dat hoogstens een werknemer, toegelaat mag word om die pligte hierin vermeld in 'n bedryfsinrigting te verrig: Voorts met dien verstande dat die Raad sodanige toestemming en die toekomstige reg daarop vir sodanige tydperk as wat nodig geag word, kan intrek indien 'n arbeider graad III toegelaat word om 'n bandsaag te gebruik sonder die voorafgaande toestemming van die Raad ingevolge hierdie klousule en in stryd met die vereistes van hierdie Ooreenkoms en geen werkgewer of vleissnytegnikus mag 'n arbeider graad III toelaat om 'n bandsaag te bedien nie, uitgesonderd met die verlof van die Raad ingevolge hierdie klousule.

26. ADVERTISEER

Wanneer 'n werkgewer prys vir sy vleis adverteer of vertoon, uitgesonderd prys vir afvalstukke, gemaalde of prosesbewerkte vleis of soortgelyke ongegradeerde vleis, en indien die werklike vleis met die graadmerk daarop nie vertoon word saam met die prys wat genoem word nie, moet hy ten opsigte van elke en iedere prys wat aldus genoem word, in dieselfde grootte letters ook die bepaalde graad of elk van die bepaalde grade vleis noem wat verkrygbaar is teen sodanige prys in ooreenstemming met die graderingsklassifikasie wat deur die Afdeling Inspeksiedienste van die Departement van Landbou en Visserie daarop toegepas word kragtens Goewermentskennisgewing R. 2387 van 22 Desember 1972.

24. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) in the case of labourers, Grade III, mass-measurers and/or pricers, motor vehicle drivers and wrappers and/or packers, not less than 24 hours' notice;

(b) in the case of all other classes of employees, not less than six working days' notice;

of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of 24 hours' notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

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

(ii) 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 that prescribed in this clause;

(iii) the right of the employer to withhold from paying any moneys which he owes to an employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice, where such employee terminates his employment without notice or without paying his employer in lieu of notice, and such forfeiture shall be deemed to exonerate the employee concerned in respect of his failure to have given the required notice of termination of his employment.

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any workday: Provided that—

(i) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 8 or any period of military service which an employee is rendering in pursuance of the Defence Act, 1957;

(ii) notice shall not be given during an employee's absence on paid sick leave granted in terms of clause 10, or in the case of periods of absence under clause 9, before the expiry of 14 calendar days from the commencement of any such periods of absence where supported by a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity, and such medical certificate is lodged with the employer within three days of the commencement of such absence.

(4) A copy of the notice referred to in this clause shall be forwarded to the Council by the employer, in the form of Annexure C.

(5) The provisions of this clause shall not apply in the case of an employee engaged on trial for a period not exceeding one week, nor shall it apply to a casual employee.

25. OPERATION OF BANDSAW BY LABOURERS, GRADE III

An employer may submit a written application to the Council for a named labourer, Grade III, in his employ to be permitted to cut stripped or shin bones, normally known as dog's or soup meat, by means of a bandsaw in a specified establishment.

The Council shall grant such permission: Provided that not more than one employee shall be permitted to perform the duties stated herein in any one establishment: Provided further that the Council may cancel such permission and the future right thereto for such period as it deems warranted, if a labourer, Grade III, is permitted to use a bandsaw without the prior permission of the Council in terms of this clause and in contravention of the requirements of this Agreement, and no employer or meat-cutting technician shall allow any labourer, Grade III, to operate a bandsaw except with the permission of the Council in terms of this clause.

26. ADVERTISING

Whenever an employer advertises or displays prices for his meat, other than prices for offal pieces, minced or processed meats or similarly ungraded meats, and if the actual meat bearing the grade mark thereof is not displayed with the price so stated he shall in respect of each and every price so stated also state in equal dimensions the specific grade or each of the specific grades of meats procurable at such price in accordance with the grading classification applied thereto by the Division of Inspection Services of the Department of Agriculture and Fisheries in terms of Government Notice R. 2387 of 22 December 1972.

27. ONOPGEËISTE OF ONUITBETAALDE GELD IN BESIT VAN DIE RAAD

Bystand of terugbetaalbare geld kragtens klousule 11 van die Ooreenkoms verkry wat onopgeëis bly vir 'n tydperk van twee jaar vanaf die datum waarop dit betaalbaar of terugbetaalbaar geword het, kom die fondse van die Raad toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling uit Raadsfondse van enige sodanige geld wat opgeëis word gedurende 'n verdere tydperk van drie jaar nadat dit die Raadsfondse toegekom het. Indien die Raad ontbind word binne enigeen van die tydperke hierin genoem, kom dié geld, ondanks andersluidende bepalings in hierdie klousule, die Raadsfondse toe binne drie maande na sodanige ontbinding.

28. GROEPBEGRAFNISSEKEMA

(1) Hierdie klousule is slegs van toepassing ten opsigte van werknemers wat in aanmerking kom vir lidmaatskap van die Transvaal Retail Meat Trade Employees' Union ooreenkomstig genoemde Union se konstitusie en wat nog nie die ouderdom van 65 jaar bereik het nie.

(2) Ten einde begrafnisbystand te verskaf aan werknemers in subklousule (1) bedoel, moet 'n werkgever op die eerste betaaldag in elke maand 'n bydrae van R3 aftrek van die loon van elkeen van genoemde werknemers in sy diens.

(3) Die totale bedrag soos in subklousule (2) voorgeskryf, moet voor of op die 10de dag van elke daaropvolgende maand, tesame met 'n staat in die vorm deur die Raad voorgeskryf, aan die Sekretaris van die Nywerheidsraad, Posbus 10589, Johannesburg, 2000, gestuur word.

(4) Die geld wat ontvang word ooreenkomstig subklousule (3) moet deur die Sekretaris van die Raad gestuur word aan Homes Trust Life, Johannesburg, ten opsigte van en namens elke werknemer om aan hom dekking vir begrafnisbystand te verskaf soos in 'n groeppolis bepaal en behoudens die voorwaardes daarin gespesifiseer. 'n Kopie van die polis moet aan die Direkteur-generaal van Mannekrag gestuur word.

Namens die partye by die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand) op hede die 12de dag van Maart 1984 te Johannesburg onderteken.

E. N. DEFTEREOS, Voorsitter van die Raad.

J. V. VERMAAK, Ondervoorsitter van die Raad.

M. C. GOCH, Sekretaris van die Raad.

NYWERHEIDSRaad VIR DIE KLEINHANDELvLEISBEDRYF (WITWATERSRAND)

AANHANGSEL A

KENNISGEWING AANGAANDE DIE AANVANG VAN JAARLIKSE VERLOF Kragtens KLOUSULE 8 (4) VAN DIE OOREENKOMS

Naam van firma
Adres
Datum

Die Sekretaris
Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand)
Posbus 10589
Johannesburg, 2000

AANVANG VAN JAARLIKSE VERLOF

Meneer

Mnr./Mev./Mej.
wat by my in diens is as
(meld beroep)

is met jaarlikse verlof afwesig vanaf 19.....
tot 19..... en het op 19..... R.....
aan verlofbesoldiging ontvang.

Die uwe

Werkgever

Handtekening van werknemer

Opmerking.—Moet in tweevoud ingevul word sodra 'n werknemer op sy jaarlikse verlof geregtig is. Die oorspronklike moet aan die Sekretaris, Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand), Posbus 10589, Johannesburg, 2000, gestuur en die kopie deur die werkgever vir registrasiedoeleindes bewaar word.

27. UNCLAIMED OR UNPAID MONEYS IN THE POSSESSION OF THE COUNCIL

Benefits or refundable moneys in terms of clause 11 of the Agreement, which remain unclaimed for a period of two years from the date on which they became payable or refundable, shall accrue to the funds of the Council: Provided that the Council shall be liable for payment from Council funds of any such moneys claimed during a further period of three years after such accrual to the Council's Funds. Should the Council be dissolved within any or either of the periods mentioned herein and notwithstanding anything to the contrary contained in this clause, such moneys shall accrue to the Council's general funds three months after such dissolution.

28. GROUP FUNERAL SCHEME

(1) This clause shall apply only in respect of employees who are eligible for membership of the Transvaal Retail Meat Trade Employees' Union, in terms of the said Union's constitution, and who have not reached the age of 65 years.

(2) For the purpose of providing employees referred to in subclause (1) with funeral benefits, an employer shall on the first pay-day of each month deduct from the wages of each of the said employees in his employ a contribution of R3.

(3) The total amount as prescribed in subclause (2) shall be transmitted to the Secretary of the Industrial Council, P.O. Box 10589, Johannesburg, 2000, not later than the 10th day of each succeeding month, together with a statement in the form prescribed by the Council.

(4) The moneys received in terms of subclause (3) shall be transmitted by the Secretary of the Council to the Homes Trust Life, Johannesburg, in respect of and on behalf of each employee to cover him for funeral benefits as provided for in a group policy, and subject to the terms and conditions specified therein. A copy of the policy shall be transmitted to the Director-General of Manpower.

Signed at Johannesburg, on behalf of the parties to the Industrial Council for the Retail Meat Trade (Witwatersrand), this 12th day of March 1984.

E. N. DEFTEREOS, Chairman of the Council.

J. V. VERMAAK, Vice-Chairman of the Council.

M. C. GOCH, Secretary of the Council.

INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE (WITWATERSRAND)

ANNEXURE A

NOTIFICATION OF COMMENCEMENT OF ANNUAL LEAVE IN TERMS OF CLAUSE 8 (4) OF THE AGREEMENT

Name of firm
Address
Date

The Secretary
Industrial Council for the Retail Meat Trade (Witwatersrand)
P.O. Box 10589
Johannesburg, 2000

COMMENCEMENT OF ANNUAL LEAVE

Dear Sir

Mr/Mrs/Miss
who is employed by me as a
(state occupation)

has proceeded on annual leave from 19.....
to 19..... and received R leave pay
on 19.....

Yours faithfully

Employer

Signature of employee

Note.—To be completed in duplicate immediately an employee is due to proceed on annual leave. The original to be forwarded to the Secretary, Industrial Council for the Retail Meat Trade (Witwatersrand), P.O. Box 10589, Johannesburg, 2000, and the copy to be retained by the employer for record purposes.

**NYWERHEIDSRAAD VIR DIE KLEINHANDELVLEISBEDRYF
(WITWATERSRAND)****AANHANGSEL B****KENNISGEWING VAN SIEKTEVERLOFBESOLDIGING KRAGTENS
KLOUSULE 10 (4) VAN DIE OOREENKOMS**

Naam van firma
Adres
Datum

Die Sekretaris
Nywerheidsraad vir die Kleinhandelsvleisbedryf (Witwatersrand)
Posbus 10589
Johannesburg, 2000

BESOLDIGING VIR SIEKTEVERLOF

Meneer
Mnr./Mev./Mej.
wat by my diens is as (meld beroep)
het dae siekteverlof gehad en is op 19
vir dae siekteverlof besoldig.
Die uwe
Werkgewer

Handtekening van werknemer
(indien beskikbaar)

Opmerking.—Moet in tweevoud ingevul word sodra 'n werknemer sy siekteverlofgeld betaal word. Die oorspronklike moet aan die Sekretaris, Nywerheidsraad vir Kleinhandelsvleisbedryf (Witwatersrand), Posbus 10589, Johannesburg, 2000, gestuur en die kopie deur die werkgewer vir registrasiedoeleindes bewaar word.

**NYWERHEIDSRAAD VIR DIE KLEINHANDELVLEISBEDRYF
(WITWATERSRAND)****AANHANGSEL C****KENNISGEWING VAN DIENSBEEÏNDIGING KRAGTENS
KLOUSULE 25 VAN DIE OOREENKOMS****KENNISGEWING VAN DIENSBEEÏNDIGING**

Aan
Hierby gee ek een week kennis [beginnende op
(dag van week) die dag van 19]
om u/my diens te beëindig.

Handtekening

Datum

Handtekening van ontvanger

Opmerking.—Moet in drievoud ingevul word wanneer kennis van diensbeëindiging gegee word. Een kopie moet aan die Sekretaris, Nywerheidsraad vir die Kleinhandelsvleisbedryf (Witwatersrand), Posbus 10589, Johannesburg, 2000, gestuur, een kopie deur die ontvanger bewaar en een kopie deur die persoon wat kennis gegee het, bewaar word.

**INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE
(WITWATERSRAND)****ANNEXURE B****NOTIFICATION OF PAYMENT OF SICK LEAVE IN TERMS OF
CLAUSE 10 (4) OF THE AGREEMENT**

Name of firm
Address
Date

The Secretary
Industrial Council for the Retail Meat Trade (Witwatersrand)
P.O. Box 10589
Johannesburg, 2000

PAYMENT OF SICK LEAVE

Dear Sir
Mr/Mrs/Miss
who is employed by me as (state occupation)
has had days' sick leave and was paid for days'
sick leave on 19

Yours faithfully

Employer

Signature of employee
(if available)

Note.—To be completed in duplicate immediately an employee is paid sick leave. Original to be forwarded to the Secretary, Industrial Council for the Retail Meat Trade (Witwatersrand), P.O. Box 10589, Johannesburg, 2000, and the copy to be retained by the employer for record purposes.

**INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE
(WITWATERSRAND)****ANNEXURE C****NOTICE OF TERMINATION OF EMPLOYMENT IN TERMS OF
CLAUSE 25 OF THE AGREEMENT****NOTICE OF TERMINATION OF EMPLOYMENT**

To
I hereby tender one week's notice [commencing on
(day of week) the of 19] to terminate your/
my employment.

Date Signature

Signature of recipient

Note.—To be completed in triplicate when notice of termination of employment is given. One copy to be forwarded to the Secretary, Industrial Council for the Retail Meat Trade (Witwatersrand), P.O. Box 10589, Johannesburg, 2000, one copy to be retained by the recipient and one copy to be retained by the notifier.

AANHANGSEL D/ANNEXURE D

Maand
Month.

..19....

[illegible]

Werkgewersorganisasie bedrae/Association fees.....

TOTAAL/TOTAL.....

AANHANGSEL E

SIEKTEBYSTANDSFONDS VIR DIE KLEINHANDELVLEISBEDRYF

AANSOEK OM LIDMAATSKAP

Hierdie vorm moet MET INK ingevul word.

Lidmaatskapno. M/S.

1. Aansoeker:

- (a) Familiernaam
- (b) Voornaam
- (c) Geboortedatum
- (d) Ras Geslag
- (e) Huwelikstaaf
- (f) Datum van huwelik
- (g) Woonadres
- (h) Taal waarin korrespondensie verlang word (Afrikaans of Engels)
- (i) Beroep
- (j) Naam en adres van werkgever voluit
- (k) Aanvangsdatum van werk
- (l) Naam van eggenoot se mediese hulpfonds

2. Afhanklikes:

	Voornaam voluit	Geslag	Geboorte- datum
Vrou			
Man			
Eerste kind			
Tweede kind			
Derde kind			
Vierde kind			
Vyfde kind			
Sesde kind			

Handtekening

Datum

ANNEXURE E

SICK BENEFIT FUND FOR THE RETAIL MEAT TRADE

APPLICATION FOR MEMBERSHIP

This form must be completed IN INK.

Membership No. M/S.

1. Applicant:

- (a) Surname
- (b) First names
- (c) Date of birth
- (d) Race Sex
- (e) Marital status
- (f) Date of marriage
- (g) Residential address
- (h) Language desired in correspondence (English or Afrikaans)
- (i) Occupation
- (j) Full name and address of employer
- (k) Commencement date of employment
- (l) Name of husband's medical aid fund

2. Dependants:

	Full first names	Sex	Date of birth
Wife			
Husband			
First child			
Second child			
Third child			
Fourth child			
Fifth child			
Sixth child			

Signature

Date

Maak uself asseblief deeglik vertrouwd met die "Voorwaardes vir Publikasie" van wetlike kennisgewings in die *Staatskoerant*, asook met die nuwe tariewe wat daarmee in verband staan

Please, acquaint yourself thoroughly with the "Conditions for Publication" of legal notices in the *Government Gazette*, as well as the new tariffs in connection therewith

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