

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Regulation Gazette

No. 6723

Regulasiekoerant

Vol. 416

PRETORIA, 4 FEBRUARY
FEBRUARIE 2000

No. 20835

We all have the power to prevent AIDS

AIDS
affects
us all



A
new
struggle

Prevention is the cure

**AIDS
HELPLINE**

0800 012 322

DEPARTMENT OF HEALTH

CONTENTS

No.		Page No.	Gazette No.
	GOVERNMENT NOTICE		
	Labour, Department of		
	<i>Government Notice</i>		
R. 71	Labour Relations Act (66/1995): Meat Trade (Gauteng): Extension of Main Collective Agreement to Non-parties	3	20835

INHOUD

No.		Bladsy No.	Koerant No.
	GOEWERMENTSKENNISGEWING		
	Arbeid, Departement van		
	<i>Goewermentskennisgewing</i>		
R. 71	Wet op Arbeidsverhoudinge (66/1995): Vleisbedryf (Gauteng): Uitbreiding van Kollektiewe Hoofdooreenkoms na Nie- partye	17	20835

GOVERNMENT NOTICE

GOEWERMENSKENNISGEWING

DEPARTMENT OF LABOUR

DEPARTEMENT VAN ARBEID

No. R. 71

4 February 2000

LABOUR RELATIONS ACT, 1995

MEAT TRADE (GAUTENG): EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Meat Trade (Gauteng), and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Trade, with effect from 14 February 2000 and for the period ending 30 June 2002.

M. M. S. MDLADLANA

Minister of Labour

SCHEDULE**BARGAINING COUNCIL FOR THE MEAT TRADE (GAUTENG)****COLLECTIVE AGREEMENT**

made and entered into, in accordance with the provisions of the Labour Relations Act, 1995, as amended, between the

Meat Traders' Association (Gauteng)

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

Meat Distributors' and Allied Workers' Union of South Africa (MDAWUSA)**South African Meat Distributors' and Allied Workers' Union****Gauteng Meat Traders Employees' Union**

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

being the parties to the Bargaining Council for the Meat Trade (Gauteng).

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts:

Alberton, Boksburg, Brakpan, Germiston, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs and the area within a 25 km radius of Church Square, Pretoria—

(a) by all employers who are members of the employers' organisation and by all

(b) employees who are members of the trade unions, and who are engaged or employed in the Meat Trade.

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

- (3) The provisions of clauses 1 (1) (a), 1A, 5 (6) (c) and clause 28 of this Agreement shall not be binding on non-parties.

1A. PERIOD OF OPERATION

This Agreement shall come into operation on such a date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, and shall remain in force until 30 June 2002.

2. DEFINITIONS

Any expressions used in this Agreement, which are defined in the Labour Relations Act, 1995, as amended, shall have the same meaning as in that 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, and the singular shall include the plural; and unless inconsistent with the context—

“the Act” means the Labour Relations Act, 1995, as amended;

“bookkeeper” means an employee employed to keep 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 receiving cash for goods purchased;

“cashier and/or invoice clerk” means an employee in an establishment who—

- (a) receives cash for goods purchased; and/or
- (b) books orders of customers; and/or
- (c) assists the bookkeeper under his direction;

“Council” means the Bargaining Council for the Meat Trade (Gauteng), registered in terms of section 29 (15) (a), of the Act;

“Council’s address” means Private Bag X3060, Randburg, 2125;

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

“labourer, grade I” 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—

- (a) breaks up quarters of beef and carcasses of mutton, lamb, pork and veal into component cuts only;
- (b) may perform the duties of a labourer, grade II;
- (c) may not serve customers; and
- (d) may not use the tools of the Trade except to make sausages and bone and roll meat;

“labourer, grade II” means an employee engaged exclusively on one or more of the following duties or operations:

- (a) Cleaning premises, vehicles, live animals, utensils, implements or machinery;
- (b) loading and unloading goods, carcasses, meat or poultry into or from vehicles;
- (c) delivering letters, messages or goods on foot or by bicycle, tricycle, foot-propelled or hand-propelled vehicle, including mechanically-propelled bicycle or tricycle of under 50 cc engine capacity;
- (d) collecting orders and money from customers beyond the establishment;
- (e) sawing up soup meat by bandsaw;
- (f) cleaning and chopping bones;
- (g) cutting up and melting fat for dripping;
- (h) cleaning and grinding tools;
- (i) plucking and dressing poultry;
- (j) pumping meat;
- (k) mincing meat and cutting up meat for the purpose of making sausages and boerewors;
- (l) skinning and cleaning game, calves and other carcasses;
- (m) making tea and/or similar beverages for refreshment;
- (n) the operation of a bandsaw to cut stripped or shin bones (commonly known as dog’s or soup bones), provided an exemption has been granted in terms of clause 25 permitting such work;

“manager” means an employee who has qualified as a master meat cutting technician, grade IA, who exercise control over employees in an establishment of an employer and who is responsible to such employer for the efficient operation of such establishment and who may, in addition, perform any work in any such establishment;

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

“master meat cutting technician grade IA”, means an employee who—

- (a) performs the duties of a meat cutting technician;
- (b) may supervise the work of other employees; and
- (c) is in possession of a N1 Certificate in Meat Cutting from the Department of Education, has three years’ experience in the Trade and has obtained a pass mark of at least 80% or higher in a trade test performed by an examiner approved by the Council;

"maternity leave" means the period for which an employee is required to cease work owing to her confinement, such period commencing four weeks prior to and ending 12 weeks after the expected date of delivery;

"meat cutting technician" means an employee who—

- (a) cuts up meat;
- (b) may convert meat carcasses or parts of carcasses into various portions for sale or separate pre-wrapping prior to the sale of such pre-wrapped portions;
- (c) may serve customers;
- (d) may undertake any other work in an establishment;

"meat cutting technician, grade IB", means an employee who—

- (a) performs the duties of meat cutting technician;
- (b) may supervise the work of other employees, and
- (c) is in possession of a N1 Certificate in Meat Cutting from the Department of Education, has a minimum of three years' experience in the Trade and has obtained a pass mark of between 70% and 79% in a trade test performed by an examiner approved by the Council;

"meat cutting technician grade II", means an employee who, under the direction and control of a master meat cutting technician, grade IA or meat cutting technician, grade IB—

- (a) converts meat carcasses or parts of carcasses into various portions for separate pre-wrapping prior to the sale of such pre-wrapped portions;
- (b) may only perform such work for a period of three years, whereafter he shall be required to undergo a trade test performed by an examiner approved by the Council.

"motor vehicle driver" means an employee engaged in driving a motor vehicle, except as provided in paragraph (c) of the definition of labourer, grade II, 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 perform these duties;

"owner" means a person or company who owns and/or operates an establishment in the Trade, and such person or company shall be deemed to be an employer for the purposes of this Agreement;

"public holiday" means any day that is a holiday in terms of the Public Holidays Act, 1994 (Act No. 36 of 1994), or any day declared as such in terms of a proclamation;

"salesperson" means an employee who—

- (a) is engaged in the sale of goods pertaining to the Trade in or for an establishment;
- (b) mass measures and wraps such goods;
- (c) may not cut meat to customers' requirements and/or desired masses;

"secretary" means the secretary of the Bargaining Council for the Meat Trade;

"security officer" means an employee who—

- (a) guards the premises and goods of and/or in an establishment in the Trade for safety and against theft; and who
- (b) may search an employee or other person or the belongings of such employee or other person;

"shop controller/supervisor" means an employee who—

- (a) has qualified as a master meat cutting technician, grade IA, or meat cutting technician, grade IB;
- (b) supervises the work of other employees in a number of establishments of an employer;
- (c) is responsible to such employer for the efficient operation of such establishments; and
- (d) may perform any other work in any such establishments;

"Trade" means the trade in which employers and/or their employees are associated with the retail sale of fresh and/or frozen raw meat, including all operations incidental thereto;

"trainee meat cutting technician" means an employee who—

- (a) is undergoing a training course for meat cutting technicians in terms of the Council's Training Scheme and Fund Agreement; and
- (b) may perform the duties of a meat cutting technician under the supervision of a master meat cutting technician, grade IA, or a meat cutting technician, grade IB;

"trainee shop controller/supervisor" means an employee who—

- (a) is undergoing a training course for shop controller/supervisor in terms of the Council's Training Scheme and Fund Agreement; and
- (b) may assist a shop controller/supervisor in the performance of his duties;

"wage or wages" means the amount of money payable to an employee in terms of clause 3 in respect of his ordinary hours of work as specified in clause 6: Provided that, if an employer regularly pays an employee an amount higher than that prescribed in clause 3 in respect of such ordinary hours of work, it means such higher amount;

"wrapper and/or packer" mean an employee who—

- (a) packs and wraps meat in packages for the purpose of self-service sales and/or stocks self-service display units; or
- (b) prepares meat and/or carcasses for distribution.

3. REMUNERATION

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

	Per month R
Bookkeeper	2 360,00
Cashier	1 150,00
Cashier and invoice clerk	1 570,00
Labourer, grade I	1 150,00
Labourer, grade II	1 100,00
Manager	3 880,00
Mass measurer and/or pricer	1 150,00
Master meat cutting technician, grade IA	3 590,00
Meat cutting technician, grade IB	3 130,00
Meat cutting technician, grade II	1 720,00
Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed:	
450 kg	1 150,00
2 700 kg	1 260,00
4 500 kg	1 460,00
Salesperson	1 740,00
Security officer	1 460,00
Shop controller/supervisor	6 320,00
Trainee meat cutting technician:	
during 1st year of experience	1 120,00
during 2nd year of experience	1 280,00
during 3rd year of experience	1 460,00
Trainee shop controller/supervisor	3 130,00
Wrapper and/or packer	1 100,00

- (2) **Differential rates:** An employer who requires or permits an employee of one category to perform the duties of a higher paid category for longer than one hour in any one day, either in addition to his own work or in substitution thereof, shall pay such employee in respect of that day, not less than one sixth of the higher weekly wage prescribed in subclause (1).

4. CALCULATION OF WAGES

- (1) **Calculation of weekly wages, daily wages and hourly rate:** For the purposes of calculating the wages of an employee—

- (a) the weekly wages of an employee shall be calculated by dividing the monthly remuneration as prescribed in clause 3 (1) by four and one third;
- (b) the daily wages of an employee shall be calculated by dividing the weekly wages as calculated in subclause (1) (a) by six;
- (c) the hourly rate of an employee shall be calculated by dividing the weekly wages as calculated in subclause (1) (a) by 45, being the number of ordinary hours as specified in clause 6 (1).

5. PAYMENT OF REMUNERATION

- (1) The payment of remuneration as prescribed in clause 3 (1) and payment of overtime in terms of clause 8 shall be paid in full by the employer to the employee not later than the last day of each month or on termination of employment, if termination takes place before the ordinary pay day of such employee.

- (2) Remuneration shall be contained in an envelope or other container accompanied by a statement showing—

- (a) the name of the employer;
- (b) the employee's name, number, if applicable, and job category or occupation;
- (c) the period for which remuneration is being paid;

- (d) total hours worked;
- (e) breakdown of remuneration due in respect of ordinary hours and overtime hours worked;
- (f) amounts deducted.

(3) The employer must require each employee to sign a wage register as proof of receipt of remuneration accepted by such employee, and such wage register must be kept on the premises at all times.

(4) 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 the employer.

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

(6) No fines or deductions of any kind shall be made from the remuneration of any employee, other than the following:

- (a) When an employee is absent from work without permission or is not entitled to payment in terms of clause 12 (2), a pro rata amount for such period of absence may be deducted;
- (b) Council funds in terms of clause 22, sick benefit fund contributions in terms of clause 23, Retirement Fund contributions in terms of clause 24, and contributions to Group Funeral Scheme in terms of clause 25 must be deducted;
- (c) trade union subscriptions in terms of clause 28 must be deducted;
- (d) any amount which an employer is legally, or in terms of an order of any competent court, required or permitted to deduct must be deducted;
- (e) deductions in terms of clause 15 (2) (c) may be deducted;
- (f) any amount which is owing to the employer by the employee may be deducted: Provided that such deduction shall not exceed one third of the total amount due to the employee in terms of clauses 3 (1) and 8.

6. ORDINARY HOURS OF WORK

(1) **Ordinary hours of work:** The ordinary hours of work of an employee, to be decided by the employer, shall not exceed—

- (a) 45 hours per week;
- (b) nine hours on any day if the employee works for five days or less per week;
- (c) eight hours on any day if the employee works on more than five days per week.

7. COMPRESSED WORKING WEEK

(1) An agreement in writing may require or permit an employee to work up to 12 hours per day, inclusive of meal intervals required in terms of clause 9, without receiving overtime pay.

(2) An agreement in terms of subclause (1) may not require or permit an employee to work—

- (a) more than 45 ordinary hours of work in any week;
- (b) more than 10 hours overtime in any week; or
- (c) on more than five days in any week.

8. OVERTIME AND PAYMENT OF OVERTIME

(1) (a) For the purposes of this clause all time worked by an employee in excess of 45 hours from Monday to Saturday, shall be deemed to be overtime worked by such employee.

(b) An employer shall not 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 not less than—

- (i) one and a half times his hourly wages in respect of each hour or part of any hour so worked on any day from Monday to Saturday (both days included);
- (ii) double his hourly wages in respect of each hour or part of any hour so worked on any Sunday or public holiday.

(d) Despite subclause (c) (ii), an employer must pay an employee who ordinarily works on a Sunday, in terms of a written agreement between the employer and employee, at a rate of one and a half times the employee's wages for each hour worked.

9. MEAL INTERVALS

- (1) An employer must grant to his employees—
 - (a) a meal interval of not less than one hour after a continuous period of five hours worked within an interrupted interval: Provided that, for the purpose of this paragraph, periods of work uninterrupted by an interval of less than one hour shall be deemed to be continuous.

10. REST INTERVALS

- (1) An employer must grant to his employees—
 - (a) rest intervals of not less than 10 minutes each, as near as practicable, in the middle of each first five-hour period worked and during each second work period of the day, such intervals being deemed to be part of the ordinary hours of work.

11. ANNUAL LEAVE

- (1) (a) Every employee, other than an employee referred to in paragraph (d), who has completed one or more consecutive years' employment in the same establishment or with the same owner, shall be given—
 - (i) 21 consecutive days' leave of absence on full pay on completion of each year of employment; or
 - (ii) by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
 - (iii) by agreement, one hour of annual leave on full remuneration for every 17 hours in which the employee worked or was entitled to be paid: Provided that where an employee has been employed by any group of companies, close corporations or partnerships in which there is/are a director/directors, member/members or partners, the Council may direct that such employment be deemed to be employment with a single establishment.
- (b) An employee who has completed 10 or more consecutive years' employment in the same establishment or with the same owner shall be given—
 - (i) 28 consecutive days' leave of absence on the completion of each year of employment; or
 - (ii) by agreement, one day of annual leave on full remuneration for every 13 days on which the employee worked or was entitled to be paid;
 - (iii) by agreement, one hour of leave on full remuneration for every 13 hours on which the employee has worked or was entitled to be paid: The proviso to paragraph (a) above shall apply in respect of this paragraph.
- (2) In the case of an employee who has completed any qualifying period of employment, leave of absence shall be calculated from the date of employment or from the date the employee's last annual leave had accrued to him: Provided that if a public holiday occurs while an employee is on leave, such public holiday shall be added to the said period as a further period of leave on full pay.
- (3) The time when annual leave is to be taken is to be fixed by the employer and, if the employer has not granted leave due to an employee at an earlier period, such leave must commence within one month after the termination of a year's service.
- (4) Annual leave may not run concurrently with any period of sick leave as provided in terms of clause 12 or with any period of notice of termination of employment in terms of clause 15 of this Agreement.
- (5) Upon termination of employment, an employer must pay his employee full pay in respect of accrued annual leave at the remuneration the employee was receiving when his leave became due but which had not been granted before termination of employment, and such pay shall be calculated as follows:
 - (a) In the case of an employee referred to subclause (1) (a), weekly wages divided by four and multiplied by the amount of months of employment in the same establishment or with the same owner, calculated from the date of the employee's last qualifying period of annual leave; or
 - (b) in the case of an employee referred to subclause (1) (d), weekly wages divided by three and multiplied by the amount of months of employment in the same establishment or with the same owner, calculated from the date of the employee's last qualifying period of annual leave.
- (6) For the purposes of this clause, the expression "employment" includes any period or periods during which an employee is—
 - (a) absent from work in terms of subclause (1);
 - (b) absent from work on the instructions or at the request of his employer;
 - (c) absent from work in terms of clause 12 of this Agreement;
 - (d) absent from work with the consent or condonation of his employer;
 - (e) absent from work on maternity leave: Provided that in the case of paragraphs (a), (b), (c) and (d) such absence may not exceed 10 weeks.

(7) Every employer must pay an employee to whom leave has been granted in terms of subclause (1) his pay in respect of the period of leave not later than the last working day before the commencement of the employee's leave.

(8) No employee may perform any work in any trade or occupation while on annual leave granted in terms of this Agreement.

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

12. SICK LEAVE

(1) An employer must grant an employee who is absent from work through incapacity—

- (a) in the case of an employee who works not more than five days per week, not less than 30 work days' sick leave, in the aggregate on full pay, during each period of 36 consecutive months of employment: Provided that during the first 12 months of employment an employee shall only be entitled to sick leave on full pay at a rate of one working day for every 26 days worked; or
- (b) in the case of any other employee, not less than 36 work days' sick leave, in the aggregate on full pay, during each period of 36 consecutive months of employment: Provided that during the first 12 months of employment such employee shall only be entitled to sick leave on full pay at a rate of one working day for every 26 days worked.

(2) An employer may, prior to the payment of any claim for sick leave in respect of two consecutive work days or any one work day before or after a Sunday or public holiday, require an employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity.

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

- (a) "employment" includes any period or periods during which an employee is absent from work—
 - (i) on leave in terms of clause (11) of this Agreement;
 - (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) on maternity leave: Provided that in the case of paragraphs (i), (ii), (iii) and (iv) such absence may not exceed 10 weeks;
- (b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct or negligence: Provided that any inability to work caused by an accident for which compensation is payable under the Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), means incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

13. MATERNITY LEAVE

(1) An employee is entitled to at least four consecutive months' maternity leave.

(2) An employee may commence maternity leave—

- (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
- (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.

(3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

(4) An employee who has a miscarriage during the third trimester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.

(5) An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—

- (a) commence maternity leave; and
- (b) return to work after maternity leave.

(6) Notification in terms of subclause 5 must be given—

- (a) at least four weeks before the employee intends to commence maternity leave; or
- (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

14. FAMILY RESPONSIBILITY LEAVE

- (1) This clause applies to an employee—
 - (a) who has been in employment with an employer for longer than four months; and
 - (b) who works for at least four days per week for that employer.
- (2) An employer must grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take—
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) in the event of the death of—
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- (3) Subject to clause (5), an employer must pay an employee for a day's responsibility leave—
 - (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual payday.
- (4) An employee may take family responsibility leave in respect of the whole or part of a day.
- (5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in subclause (2) for which the leave was required.
- (6) An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- (7) A collective agreement may vary the number of days and the circumstances under which leave is to be granted in terms of this section.

15. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) An employer or an employee who wishes to terminate a contract of employment, shall give—
 - (a) during the first four weeks of employment not less than 24 hours' notice of termination of contract;
 - (b) at any time after the completion of four weeks of employment, not less than one weeks' notice of termination of contract in the case of weekly paid employees and, in the case of monthly paid employees, not less than two weeks' notice of termination of contract.
- (2) Any notice given in terms of subclause (1) does not affect—
 - (a) the right of an employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;
 - (b) any written agreement between an employer and his employee which provides for the period of notice to be longer than specified in this clause;
 - (c) the right of an employer to withhold, from moneys owing to the employee, an amount not more than that which the employee would have to pay in lieu of notice, where the employee terminates his employment without notice, and the employee shall be deemed to be exonerated in respect of his failure to give the required notice of termination of employment.
- (3) Where there is an agreement in terms of subclause 2 (b), the payment in lieu of notice must be the equivalent of the period of notice agreed upon.
- (4) Notice as specified in subclause (1) may be given on any workday: Provided that—
 - (a) 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 11;
 - (b) if an employee is absent on paid sick leave in terms of clause 12, notice cannot be given if the employee's absence is supported by a certificate signed by a registered 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 and before 14 days has passed since the commencement of such paid sick leave.

16. SEVERANCE PAY

- (1) For the purposes of this clause, "operational requirements" means requirements based on the economic, technological, structural or similar needs of an employer.
- (2) An employer must pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 4.

(3) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of subclause (2).

(4) The payment of severance pay in compliance with this clause does not effect an employee's right to any other amount payable according to law.

17. CERTIFICATE OF SERVICE

On termination of employment, an employee is entitled to a Certificate of Service, free of charge, showing the employer's name and address, the occupation, period of service and wages of the employee, at the time an employee leaves the employer's service.

18. EMPLOYMENT OF CHILDREN

No employer shall employ any child under the age of 15 years or who is under the minimum school leaving age in terms of any law if the child is 15 years or older.

19. INDUSTRIAL ACTION

No person bound by the provisions of this Agreement shall engage in or participate in a strike or lockout or any conduct in furtherance of a strike or lockout in respect of any matter regulated by this Agreement for its duration.

20. LEVELS OF BARGAINING

The Council shall be the forum for negotiating all matters regulated by or pertaining to this Agreement.

21. REGISTRATION WITH COUNCIL

(1) Every owner shall ensure that each establishment he owns or operates in the Trade is registered with the Council by forwarding particulars to the Secretary of the Council within 14 days of entering the Trade or commencing operations in the Trade, in the form specified by the Council from time to time.

(2) Every owner shall ensure that every employee in any establishment which he owns or operates in the Trade is registered with the Council by forwarding full particulars to the Council in the form specified by the Council within 14 days of the commencement of employment of the employee.

(3) Notwithstanding subclauses (1) and (2), it shall not be necessary for an owner to effect registration in terms of this clause in respect of any establishment or employee which he has already registered with the Council or which is deemed by the Council to be registered in terms of the Council's previous Agreement, prior to amalgamation.

(4) In the event of a dissolution or a change of partnership, or change in directorate of the company, or change of ownership, or resignation of employee, every owner shall forward full particulars of the change or changes to the Secretary, in writing, within 14 days of the date thereof.

22. COUNCIL FUNDS

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

- (a) Every employer shall, in respect of each and every establishment he owns or conducts, pay a monthly levy of R25,00;
- (b) every employer shall deduct R10,00 per month from the wage payable to every employee and add to such deduction an equivalent amount;
- (c) the employer must ensure that the above amounts are received at the Council's address by no later than the 10th day of each succeeding month, together with the form specified by the Council.

23. SICK BENEFIT FUND

(1) The operation of the Fund, established under Government Notice No. R. 1187, dated 9 July 1971, and known as "The Sick Benefit Fund for Retail Meat Trade" or the "Fund" is hereby continued.

(2) The Fund shall consist of—

- (a) moneys accruing from contributions as prescribed in subclause (11);
- (b) interest on investments;
- (c) any other money to which the Fund may become entitled.

(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 with 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 or medical or pharmaceutical services, any 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.

(4) **Membership of the Fund:**

- (a) Membership of the Fund is compulsory for all employees other than a cashier, labourer Grade I or II, mass measurer and/or pricer, wrapper and/or packer and driver (450 kg);
- (b) Employers who are members of the Employers' Organisation are eligible for voluntary membership of the Fund in terms of the Rules of the Fund.

(5) Every member referred to in subclause (4) shall—

- (a) complete the form specified by the Council, and lodge such completed form with the Secretary within 14 days of the date of employment in or re-entering the Trade; and
- (b) provide any additional information or documentary evidence as the Council may require.

(6) The Council may, in its discretion, admit any person for whom membership is not compulsory in terms of subclause

(4) (a) to voluntary membership of the Fund in terms of the Rules of the Fund.

(7) Membership shall terminate—

- (a) concurrently with the termination of employment in the Trade in the case of a member referred to in subclause (4) (a): Provided that the Council may permit such member to retain his membership as if he were a voluntary member in terms of subclause (6) and under such conditions as the Council may determine;
- (b) by one months' notice, in writing, being given by either the Council or a voluntary member referred to in subclause (6).

(8) Any ex-member of the Fund shall not be entitled to any benefits subsequent to the date on which the last contribution was received by the Council.

(9) Any ex-member re-admitted to membership of the Fund is to be regarded as an entirely new member unless otherwise decided by the Council.

(10) Contributions to the Fund shall be payable in respect of membership for—

- (a) each completed calendar month of employment with an employer or voluntary membership of the Fund, as the case may be;
- (b) part of a month of employment with an employer, being not less than 15 days in any month: Provided that if an employee has been employed by more than one employer in any month and employment with the current employer terminated before the 15th day of the month, the current employer is responsible for deducting and paying over the full contribution due: Provided further that if employment with the last employer commenced on or before the 15th day of the month, the last employer is responsible for deducting and paying contributions payable.

(11) (a) Every employer must deduct half the amount detailed in the schedule below from the wages payable to each employee referred to in subclause 4 (a) and add to it the other half of the amount detailed in the said schedule: Provided that in the case of a trainee meat cutting technician the employer must pay the full contribution i.e. no deduction may be made from the wages of any trainee meat cutting technician.

(b) The employer must ensure that contributions, as detailed in the Schedule below, are received at the Council's address by not later than the 10th day of each succeeding month together with the form specified by the Council.

SCHEDULE

Membership category		Monthly Salary		
		R1 000–R1 500	R1 501–R4 000	R4 001 upwards
Single member.....		R543	R591	R636
Member + one dependant		R711	R777	R843
Member + two dependants		R723	R795	R867
Member + three dependants		R747	R819	R891
Member + four or more dependants.....		R771	R843	R915
Single pensioner	R300	Hospital Plan excluded		
Pensioner + one dependant.....	R432	Hospital Plan excluded		
Pensioner + two dependants		Rate on request		
Members of Hospital Plan only	R195	Medical aid benefits excluded		
All Accident Plan	R58,50	Additional to applicable contribution in Table A		

(12) The Council must administer the Fund in accordance with the Rules of the Fund, which Rules may not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, specify—

- (a) the Fund's benefits and the qualifications attaching thereto;
- (b) the procedure for lodging claims and the payment of claims;
- (c) any other matter the Council may decide.

(13) The Council may, at any time, alter or repeal any existing Rules of the Fund or make new rules, and every member of the Fund may request a copy of the Rules and amendments.

(14) The Council must lodge copies of the Rules of the Fund and any amendments thereto with the Director-General of the Department of Labour.

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

(16) All payments from the Fund shall be by cheque drawn on the Fund's account and signed by two authorised signatories.

(17) All expenses incurred in connection with the administration of the Fund are to be charged to the Fund.

24. RETIREMENT FUNDS

(1) The operation of the Pension Fund for Retail Meat Trade, "the Pension Fund", established under Government Notice No. R. 977, dated 8 May 1981, and the Meat Trade Provident Fund, "the Provident Fund", Fund No. 12/8/32928/1, are hereby continued.

(2) Membership of one of the Funds as detailed in subclause (1) is compulsory for all employees, subject to the Rules of the Funds.

(3) Contributions are payable in respect of—

- (a) each completed calendar month of employment; or
- (b) part of a month of employment with an employer, being not less than 15 days in any month: Provided that if an employee has been employed by more than one employer in any month and employment with the last employer commenced on or before the 15th day of the month, the last employer is responsible for deducting and paying over the full contribution due: Provided further that if employment with the previous employer terminated after the 15th day of the month, the previous employer is responsible for deducting and paying over the full contributions payable.

(4) For the purpose of providing members of the Funds with benefits, every employer shall deduct five percent of the specified wage from the wages payable to each employee and add to it five percent of the specified minimum wage.

(5) The employer is responsible for ensuring that the amounts specified in subclause (4) are received at the Council's address no later than the 10th day of each succeeding month together with the form specified by the Council.

(6) The Council shall be responsible for dealing with all matters arising from or in connection with the payment of premiums to registered assurance companies in respect of and on behalf of each employee and in connection with the benefits of each employee.

(7) Notwithstanding anything to the contrary contained herein, membership of the Funds referred to in subclause (1) is available to employers and/or directors of employers in the Trade and in the Council's discretion.

(8) Benefits or refundable moneys in terms of this clause, 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.

25. GROUP FUNERAL SCHEME

(1) Membership of the Group Funeral Scheme is compulsory for all employees, other than a cashier, labourer grade I and grade II, mass measurer and/or pricer, wrapper and/or packer and who has not reached the age of 65 years.

(2) For the purpose of providing members of the Fund with benefits, every employer must, in respect of each month, deduct R17,00 from the wages payable to such members and add to such deduction an amount of R5,00.

(3) Every employer must ensure that the amounts referred to in subclause (2) are received at the Council's address by no later than the 10th day of each succeeding month together with the form specified by the Council.

(4) The moneys received in terms of subclause (3) shall be transmitted by the Secretary to a registered assurance company in respect of and on behalf of each member to cover each member for benefits as provided for in the group policy, and subject to the terms and conditions specified therein. A copy of the policy must be lodged with the Director-General of Labour.

26. EMPLOYEE TRAINING FUND

(1) The operation of the Fund established under Government Notice No. R. 1187, dated 9 July 1971, and known as "Retail Meat Trade Training Fund", hereinafter referred to as "the Fund", is hereby continued.

(2) Every employer must pay a levy of R5,00 per month in respect of every establishment he owns and conducts in the Trade to the Council, and the employer must ensure that such levy is received at the Council's address no later than the 10th day of each succeeding month together with the form specified by the Council.

(3) The moneys received by the Council in terms of subclause (2) are to be kept in a separate bank account and used by the Council for the purposes of the administration of the Fund and to meet expenses connected with and incurred by the operation of the Employee Training Scheme referred to in clause (27), and such expenses are to be charged to the Fund.

(4) All payments from the Fund must be by cheque drawn on the Fund's bank account, such cheques being signed by two authorised signatories of the bank account.

27. EMPLOYEE TRAINING SCHEME

(1) The Council shall specify training conditions and procedures to be observed by employers in respect of trainee meat cutting technicians and shall also specify trade tests and examinations which the said trainee meat cutting technicians must pass to qualify as meat cutting technicians.

(2) (a) The employment of a trainee meat cutting technician shall be subject to the permission of the Council and, provided that proper training facilities exist, to the following conditions:

(i) The trainee (and his guardian, if he is a minor) shall agree, in writing, to accept employment with an employer, designated by the Council, for a period of 36 consecutive months, to undergo a training course and to fulfil the conditions attached thereto as provided for trainee meat cutting technicians from time to time in terms of subclause (1);

(ii) an employer undertaking to employ a trainee meat cutting technician shall agree, in writing, to employ such trainee for a period of 36 consecutive months and ensure that the trainee shall receive the instruction and tuition specified for trainee meat cutting technicians as provided for from time to time in terms of subclause (1).

(b) The Council may in its sole discretion relieve either the employer or the trainee of his undertaking to employ or to remain in the employer's employment, as the case may be, for a period of 36 consecutive months, if the Council finds that, in its opinion, either the employer or the trainee has failed to fulfil his obligations in terms of paragraph (a) as the case may be. The Council may also authorise the employment of any trainee, who is relieved of his obligation to remain in the employment of the employer, by such other employer as the Council may designate, for the balance of the period of 36 consecutive months, and the conditions specified in the aforementioned paragraphs shall apply *mutatis mutandis* in respect of such authorisation.

(3) A trainee who completed the training course for trainee meat cutting technicians but fails to pass a trade test upon such completion, may continue his employment as a trainee meat cutting technician until such time as he passes the said trade test, which he may apply to undergo at any stage during the ensuing 36 consecutive months and, in the event of his still not passing the trade test, he shall cease to qualify for further employment as a trainee meat cutting technician and his employment as such shall cease.

(4) (a) In the case of trainee shop controllers/supervisors, the Council shall, in conjunction with the Department of Education, from time to time arrange courses of training for trainee shop controllers/supervisors whenever there is a sufficient number of employees qualified and available to undertake such courses of training, and such courses of training shall be conducted by and at an education establishment of the said Department;

(b) In the case of persons seeking to be employed as trainee meat cutting technicians, the Council may, similarly, in conjunction with the Department of Education, arrange for such persons to undertake a course of training prior to taking up employment as trainee meat cutting technicians and may stipulate that the undertaking and successful completion of such a course of training shall be a prerequisite to being employed as a trainee meat cutting technician.

28. TRADE UNION SUBSCRIPTIONS

Every employer must deduct trade union subscriptions payable to a party trade union by a member of the trade union from the wages of every trade union member and the employer must ensure that the subscription is received at the Council's address by no later than the 10th day of each succeeding month together with the form specified by the Council.

29. EXHIBITION OF AGREEMENT

Every owner shall keep a legible copy of this Agreement in his establishment at all times, and—

- (1) make that copy available for inspection by any employee; and
- (2) give a copy to an employee who has paid the prescribed fee.

30. EXEMPTIONS

(1) All applications for exemption must be in writing, and addressed to the Secretary of the Council for consideration.

(2) All applications for exemption shall be substantiated, and such substantiation shall include the following details:

- (a) The period for which the exemption is required;
- (b) the clauses and subclauses of the Agreement from which exemption is required;
- (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives, and the responses resulting from such consultation, either in support of or against the application, are to be included with the application.

(3) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next executive committee meeting of the Council for comment and consideration.

(4) If the application for exemption is refused by the Council, the applicant can lodge an appeal against the Council's decision.

(5) In terms of section 32 of the Act, the Council hereby establishes an Independent Body, being the Independent Body established by the National Association of Bargaining Councils, to hear and decide, as soon as possible, an appeal brought against—

- (i) the Council's refusal of an application for exemption from the provisions of this Agreement;
- (ii) the withdrawal of such an exemption by the Council.

(6) The Secretary of the Council shall then provide the Independent Body with details of all the appeals brought against the Council's refusal of an exemption.

(7) The Independent Body shall hear and decide on any appeal brought against the Council's refusal of an exemption and, when requested by the applicants or objectors to do so, may interview any applicants or objectors at its following meeting: Provided that the Independent Body may defer a decision to a following meeting if additional substantiation, information or verbal representations are considered necessary to decide on the application for exemption.

(8) Once the Independent Body has decided to grant an exemption, it shall advise the Council within 14 days of that date of its decision, and the Secretary shall issue a certificate to the applicant(s) within 14 days of receipt of the Independent Body's decision.

(9) When the Independent Body decides against granting an exemption or part of an exemption requested, it shall advise the Council within 14 days of that date of such decision and shall provide the reason or reasons for not granting an exemption, and the Secretary shall inform the applicant(s) accordingly within 14 days.

(10) **Exemption criteria:** The Independent Body shall consider an appeal against the Council's decision with reference to the following criteria:

- (a) The written and verbal substantiation provided by the applicant;
- (b) the extent of substantiation provided with the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption, if granted;
- (c) the terms of the exemption;

- (d) the infringement of basic conditions of employment rights;
- (e) the fact that a competitive advantage is not created by the exemption;
- (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration, management and cost, growth and stability;
- (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Trade;
- (h) any existing special economic or other circumstances which warrant the granting or refusal of the exemption;
- (i) reporting requirements by the applicant and monitoring and re-evaluation processes; and
- (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

31. RESOLUTION OF DISPUTES

Any dispute about the interpretation, application or enforcement of this Agreement referred to the Council shall be resolved as follows:

- (1) (a) If a dispute is one of right, it shall be referred, in writing, to the Council, which shall attempt to resolve the dispute through mediation, using a suitably qualified mediator. Within 14 days of such mediation, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved;
- (b) if the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within seven days of the decision request that the dispute be referred to arbitration;
- (c) should the dispute be referred for arbitration, the Council must appoint an Arbitrator and all proceedings shall be subject to the provisions of the Labour Relations Act, 1995.
- (2) (a) If a dispute is one of matters of mutual interest, it shall be referred, in writing, to the Council, which shall attempt to resolve the dispute through mediation using a suitably qualified mediator. Within 14 days of such mediation, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved;
- (b) if the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within seven days of the decision request that the dispute be referred to arbitration;
- (c) should the dispute be referred for arbitration, the Council must appoint an Arbitrator and all proceedings will be subject to the provisions of the Labour Relations Act, 1995.

32. AGENTS

- (1) The Council may appoint one or more specified persons as Agents to assist the Council to enforce this Agreement.
- (2) The Council may apply to the Minister in terms of section 33 of the Act to appoint any person as a designated agent and, if appointed as a designated agent, such persons shall have all the powers conferred on a Commissioner by section 142, read with changes to the text, except the powers conferred by section 142 (1) (c) and (d). For the purposes of this subclause, any reference in section 142 of the Act to the director must be read as a reference to the Secretary.

33. ACCOUNTING AND AUDITS

The Council must ensure that proper books of account and records are kept in respect of the funds of the Council and each Fund administered by it, in accordance with sections 53 and 54 of the Act and the Council's Constitution.

Thus done and signed at Johannesburg during October 1999.

E. N. DEFTEREOS

Chairman of the Council

C. DEACON

For the Secretary of the Council

E. M. P. BIELOVICH

Chairman of the Meat Traders' Association (Gauteng)

E. T. SELORO

Secretary of the Meat Distributors' and Allied Workers' Union (South Africa)

P. KESWA

Secretary of the South African Meat Distributors' and Allied Workers' Union

G. S. KOK

Secretary of the Gauteng Meat Traders Employees' Union

No. R. 71

4 Februarie 2000

WET OP ARBEIDSVERHOUDINGE, 1995

VLEISBEDRYF (GAUTENG): UITBREIDING VAN KOLLEKTIEWE HOOFDOOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Bylae hiervan verskyn en wat in die Bedingingsraad vir die Vleisbedryf (Gauteng) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 14 Februarie 2000, en vir die tydperk wat op 30 Junie 2002 eindig.

M. M. S. MDLADLANA**Minister van Arbeid****BYLAE****BEDINGINGSRAAD VIR DIE VLEISBEDRYF (GAUTENG)****KOLLEKTIEWE OOREENKOMS**

ooreenkomstig die Wet op Arbeidsverhoudinge, 1995, soos gesluit deur en aangegaan tussen die

Meat Traders' Association (Gauteng)

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

Meat Distributors' and Allied Workers' Union of (South Africa) (MDAWUSA)**South African Meat Distributors' and Allied Workers' Union****Gauteng Meat Traders Employees' Union**

(hierna die "werknemers" of die "vakbonde" genoem), aan die ander kant, wat die partye is by die Bedingingsraad vir die Vleisbedryf (Gauteng).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet in die Vleisbedryf in die volgende landdrostdistrikte nagekom word:

Alberton, Boksburg, Brakpan, Germiston, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs en die area binne 25 km radius vanaf Kerkplein, Pretoria—

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakbonde is, en wat by die Vleisbedryf betrokke of daarin werksaam is,

- (2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing slegs ten opsigte van werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

- (3) Klousules 1 (1) (a), 1A, 5 (6) (c) en klousule 28 van hierdie Ooreenkoms is nie bindend vir nie-partye nie.

1A. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op datum wat die Minister van Arbeid ingevolge artikel 32 van die Wet op Arbeidsverhoudinge, 1995, vasgestel en bly van krag tot 30 Junie 2002.

2. WOORDOMSKRYWINGS

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Arbeidswet, 1995, soos gewysig, omskryf word, het dieselfde betekenis as in die Wet. Enige verwysing na 'n Wet omvat alle wysigings daarvan en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; en die enkelvoud sluit die meervoud in; en tensy strydig met die samehang, beteken—

"die Wet" die Wet op Arbeidsverhoudinge, 1995, soos gewysig;

"boekhouer" 'n werknemer wat in diens is om die boeke, rekenings en registers van die bedryfsinrigting te hou, en wat verantwoordelik is vir sodanige 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 wat—

- (a) kontant ontvang vir goedere verkoop; en/of
- (b) bestellings neem vir klante; en/of
- (c) die boekhouer help onder sy leiding;

“Raad” die Bedingsraad vir die Vleisbedryf (Gauteng), geregistreer ingevolge seksie 29 (15) (a) van die Wet;

“Raad se adres” beteken Privaatsak X3060, Randburg, 2125;

“bedryfsinrigting” 'n perseel wat gebruik word vir die werksaamhede van die Bedryf, soos omskryf, en omvat die gedeelte van 'n perseel van 'n verskeidenheidswinkel waarin die bedryf, soos omskryf, uitgeoefen word;

“arbeider, graad I” 'n werknemer, uitgesonderd 'n leerlingvleissnytegnikus, wat onder toesig van 'n vleissnytegnikus of 'n werkgewer wat werklik die werk van 'n vleissnytegnikus doen—

- (a) beeskwarte en karkasse van skape, lammers, varke en kalwers verdeel slegs in die samestellende stukke;
- (b) wat daarbenewens die pligte van 'n arbeider, graad II kan uitvoer;
- (c) nie klante mag bedien nie;
- (d) wat nie toegelaat word om die bedryfstoeusting te gebruik nie, behalwe om wors te maak, vleis te ontbeen en vleisrolle te maak nie;

“arbeider, graad II” 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

- (a) Persele, voertuie, lewende diere, werktuie, gereedskap of masjinerie skoonmaak;
- (b) goedere, karkasse, vleis of pluimvee in voertuie laai of daarvan aflaai;
- (c) briewe, boodskappe of goedere per voet of per fiets, driewiel of voetaangedrewe of handaangedrewe voertuig, met inbegrip van 'n meganiese aangedrewe fiets of driewiel met 'n enjinkapasiteit van meer as 50 cc, aflewer of vervoer;
- (d) bestellings neem en geld invorder van klante buite die bedryfsinrigting;
- (e) sopvleis met 'n bandsaag opsaag;
- (f) bene skoonmaak en stukkend kap;
- (g) vet vir braaivet opsny en smelt;
- (h) gereedskap skoon- en skerpmaak;
- (i) pluimvee pluk en skoonmaak;
- (j) vleis pomp;
- (k) vleis maal en vleis opsny om gemaal te word en om wors en boerewors te maak;
- (l) wild en kalwers en ander karkasse afslag en skoonmaak;
- (m) tee en of soortgelyke drankte maak;
- (n) die gebruik van 'n bandsaag om skoongemaakte bene of skenkels (algemeen bekend as honde- of sopbene) te saag, mits vrystelling verleen is ooreenkomstig klousule 25 wat sodanige werk toelaat;

“bestuurder” 'n werknemer wat gekwalifiseer het as 'n meester vleissnytegnikus, graad IA wat beheer uitoefen oor werknemers in 'n bedryfsinrigting van 'n werkgewer en wat aan sodanige werkgewer verantwoordelik is vir die doeltreffende werking van sodanige bedryfsinrigting en wat daarbenewens enige werk in so 'n bedryfsinrigting kan verrig;

“massameter en/of prysbepaler” 'n werknemer wat die massa en pryse van afsonderlik toegedraaide stukke vleis bepaal voordat sodanige toegedraaide stukke vleis verkoop word;

“meester-vleissnytegnikus, graad IA”, 'n werknemer wat—

- (a) die take van 'n vleissnytegnikus uitvoer;
- (b) mag toesig hou oor die werk van ander werknemers; en
- (c) in besit is van 'n N1-Sertifikaat in Vleissnykunde van die Departement van Onderwys, drie jaar ondervinding in die bedryf het en 'n slaagsyfer van ten minste 80% of hoër in 'n vaktoets behaal het en wat deur 'n eksaminator gedoen is wat deur die Raad goedgekeur is;

“kraamverlof” die tydperk wat 'n werknemer moet ophou werk as gevolg van haar bevalling, welke tydperk begin vier weke voor en eindigend 12 weke na die verwagte datum van die bevalling;

“vleissnytegnikus” beteken 'n werknemer wat—

- (a) vleis opsny;
- (b) vleiskarkasse of gedeeltes van karkasse kan omskep in verskillende porsies vir verkoop of wat vooraf toegedraaide stukke losmaak voordat sulke vooraf toegedraaide stukke verkoop word;
- (c) klante kan bedien;
- (d) enige ander werk in die bedryfsinrigting kan doen;

“vleissnytegnikus, graad IB”, 'n werknemer wat—

- (a) die take van 'n vleissnytegnikus uitvoer;
- (b) toesig kan hou oor die werk van ander werknemers; en
- (c) in besit is van 'n N1-Sertifikaat in Vleissnykunde van die Departement van Onderwys, ten minste drie jaar ondervinding in die bedryf het en wat 'n slaagsyfer van tussen 70% en 79% behaal het in 'n vakoets gedoen deur 'n eksaminator wat deur die Raad goedgekeur is;

“vleissnytegnikus, graad II”, 'n werknemer wat onder die leiding en beheer van 'n meester-vleissnytegnikus, Graad IA of 'n vleissnytegnikus, graad IB—

- (a) verskillende vleiskarkasse of dele van karkasse opsny sodat dit afsonderlik vooraf toegedraai kan word voordat sodanige vooraftoegedraaide stukke verkoop word;
- (b) sodanige werk vir 'n tydperk van slegs drie jaar kan doen, waarna hy 'n vakoets soos deur die Raad voorgeskryf, moet aflê;

“motorvoertuigdrywe” 'n werknemer wat 'n motorvoertuig dryf, uitgesonderd soos anders in paragraaf (c) van die omskrywing van 'n arbeider, Graad II bepaal, met die doel om vleis en/of ander goedere af te haal of af te lewer, en by die toepassing van hierdie omskrywing omvat dit alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

“eienaar” beteken 'n persoon of maatskappy wat die bedryfsinstelling in die Bedryf besit en of bestuur en sodanige persoon of maatskappy word vir die doel van hierdie Ooreenkoms as 'n werkgewer beskou;

“openbare vakansiedag” enige vakansiedag in die Wet op Openbare Vakansiedae, 1994 (Wet No. 36 van 1994), bedoel of enige dag wat ingevolge 'n proklamasie as sodanige verklaar word;

“verkoopspersoon” beteken 'n werknemer wat—

- (a) betrokke is by die verkoop van goedere wat betrekking het op die bedryf, in of aan 'n bedryfsinstelling;
- (b) sodanige goedere massameet en toedraai;
- (c) nie vleis mag sny na klante se behoeftes en/of verlangde massas nie;

“Sekretaris” die Sekretaris van die Bedingsraad vir die Vleisbedryf;

“Sekuriteitsbeampte” 'n werknemer wat—

- (a) die perseel en goedere van en/of in 'n bedryfsinrigting bewaak vir veiligheid en teen diefstal;
- (b) 'n werknemer of ander persoon of die besittings van sodanige werknemer of ander persoon deursoek;

“winkelkontroleur/toesighouer” 'n werknemer wat—

- (a) gekwalifiseer het as 'n meester vleissnytegnikus, graad IA, of 'n vleissnytegnikus, graad IB;
- (b) toesig hou oor die werk van ander werknemers in 'n aantal bedryfsinrigtings van 'n werkgewer;
- (c) verantwoordelik is aan sodanige werkgewer vir die doeltreffende bedryf van sodanige bedryfsinrigtings; en
- (d) enige ander take mag verrig in enige sodanige bedryfsinrigtings;

“Bedryf” beteken die bedryf waarin werkgewers en/of hul werknemers geassosieer word met die kleinhandelverkoop van vars en/of gevriesde rou vleis en hoender, insluitende alle bedrywighede wat daarmee verband hou.

“leerlingvleissnytegnikus” 'n werknemer wat—

- (a) 'n opleidingskursus vir leerlingvleissnytegnici volg ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkoms; en
- (b) wat die pligte van 'n vleissnytegnikus kan uitvoer onder die toesig van 'n meester-vleissnytegnikus, Graad IA of 'n vleissnytegnikus, graad IB;

“leerlingwinkelkontroleur/toesighouer” 'n werknemer wat—

- (a) 'n opleidingskursus vir leerlingwinkelkontroleurs/toesighouers volg ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkoms; en
- (b) 'n winkelkontroleur/toesighouer in die uitvoering van sy pligte kan help;

“loon of lone” die bedrag geld wat aan 'n werknemer betaalbaar is ingevolge klousule 3 ten opsigte van sy gewone werkure soos in klousule 6 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer op 'n gereelde grondslag 'n groter bedrag betaal as by klousule 3 voorgeskryf word ten opsigte van sodanige normale werkure, dit sodanige groter bedrag beteken;

“toedraaier en/of verpakker” 'n werknemer wat—

- (a) vleis in pakkies verpak en toedraai vir selfbedienverkope, en/of wat selfbedienuitstaleenhede van voorraad voorsien; of
- (b) vleis en/of karkasse voorberei vir verspreiding.

3. BESOLDIGING

- (1) Geen laer lone as die volgende mag deur die werkgewer betaal of deur 'n werknemer aanvaar word nie:

	Per maand R
Boekhouer	2 360,00
Kassier	1 150,00
Kassier en faktuurklerk	1 570,00
Arbeider, graad 1	1 150,00
Arbeider, graad 2	1 100,00
Bestuurder	3 880,00
Massameter en/of prysbepaler	1 150,00
Meester-vleissnytegnikus, graad IA	3 590,00
Vleissnytegnikus, graad IB	3 130,00
Vleissnytegnikus, graad II	1 720,00
Motorvoertuigdrywer, waar die ongelaaiide massa van die voertuig tesame met die ongelaaiide massa van enige sleepwa nie die volgende oorskry nie:	
450 kg	1 150,00
2 700 kg	1 260,00
4 500 kg	1 460,00
Verkoopspersoon	1 740,00
Sekuriteitsbeampte	1 460,00
Winkelkontroleur/toesighouer	6 320,00
Leerlingvleissnytegnikus—	
gedurende 1ste jaar van opleiding	1 120,00
gedurende 2de jaar van opleiding	1 280,00
gedurende 3de jaar van opleiding	1 460,00
Leerlingwinkelkontroleur/toesighouer	3 130,00
Toedraaiier en/of verpakker	1 100,00

- (2) **Differensiële lone:** 'n Werkgewer wat van 'n werknemer van een kategorie verwag of hom toelaat om die pligte van 'n hoër betaalde kategorie vir langer as een uur op enige dag te doen, hetsy bo en behalwe sy eie werk of in plaas daarvan, moet sodanige werknemer vir daardie betrokke dag minstens een sesde van die hoër weeklikse loon soos voorgeskryf in subklousule (1) betaal.

4. BEREKENING VAN LONE

- (1) **Berekening van weeklone, daglone en tariewe per uur:** Ten einde 'n werknemer se loon te bereken—
- word die weekloon van 'n werknemer bereken deur die maandelikse besoldiging soos by klousule (3) (1) voorgeskryf deur vier en een derde te deel;
 - word die dagloon van 'n werknemer bereken deur die weekloon soos bereken in subklousule (1) (a) deur ses te deel;
 - word die tarief per uur van 'n werknemer bereken deur die weekloon soos gespesifiseer in subklousule (1) (a) deur 45 te deel.

5. BETALING VAN BESOLDIGING

- (1) Die betaling van besoldiging soos voorgeskryf in klousule 3 (1) en die betaling van oortydtariewe soos voorgeskryf in klousule 8, moet ten volle deur die werkgewer aan die werknemer betaal word, nie later nie as die laaste dag van elke maand of by die beëindiging van diens, indien beëindiging plaasvind voor die gewone betaaldag van sodanige werknemers.
- (2) Besoldiging moet in 'n koevert of ander houer geplaas word en vergesel wees van 'n staat wat die volgende toon:
- Die naam van die werkgewer;
 - die werknemer se naam, nommer, indien toepaslik, en die werkkategorie of beroep;
 - die tydperk waarvoor besoldiging plaasvind;
 - die totale aantal ure gewerk;
 - uiteensetting van besoldiging verskuldig met betrekking tot gewone ure en ure oortyd gewerk;
 - bedrae afgetrek.

(3) Die werkgewer moet van elke werknemer vereis om 'n loonregister te teken as bewys van ontvangs van besoldiging deur sodanige werknemer, en sodanige loonregister moet te alle tye op die perseel gehou word.

(4) Daar word van geen werknemer verwag om, as deel van sy werkkontrak by sy werkgewer of by enige plek deur die werkgewer aangewys, te loseer of in te woon nie.

(5) 'n Werkgewer mag nie van sy werknemer verwag om enige goedere van hom of van enige bedryfsinrigting, plek of persoon deur hom aangewys, te koop nie.

(6) Geen boetes of aftrekkings van enige aard mag van die besoldiging van enige werknemer afgetrek word nie, behalwe die volgende:

- (a) Wanneer 'n werknemer sonder toestemming afwesig is van die werk of ingevolge klousule 12 (2) nie geregtig is op betaling nie, mag 'n pro-rata-bedrag vir sodanige tydperk van afwesigheid afgetrek word;
- (b) Raadsgelde ingevolge klousule 22, Siektevoordeelfondsbydraes ingevolge klousule 23, Pensioenfondsbysdraes ingevolge klousule 24, bydraes tot die Groepsbegrafnisskema ingevolge klousule 25 moet afgetrek word;
- (c) vakbondinskrywings ingevolge klousule 28 moet afgetrek word;
- (d) enige bedrag wat 'n werkgewer wettiglik, of ingevolge 'n bevel van enige bevoegde hof, verplig of toegelaat is om af te trek, moet afgetrek word;
- (e) aftrekkings ingevolge klousule 15 (2) (c) mag afgetrek word;
- (f) enige bedrag wat die werknemer aan die werkgewer skuld, mag afgetrek word: Met dien verstande dat sodanige aftrekkings nie een derde van die totale bedrag ingevolge klousules 3 (1) en 8 aan die werknemer verskuldig, oorskry nie.

6. GEWONE WERKURE

(1) **Gewone werkure:** Die gewone werkure soos deur die werkgewer besluit is hoogstens—

- (a) 45 uur per week;
- (b) nege ure op enige dag as die werknemer vyf dae of minder per week werk;
- (c) agt ure op enige dag as die werknemer meer as vyf dae per week werk, nie.

7. SAAMGEPERSTE WERKWEK

(1) 'n Skriftelike ooreenkoms kan van 'n werknemer vereis of toelaat om tot 12 uur per dag met inbegrip van die etenspouses wat ingevolge artikel 9 vereis word, te werk sonder om betaling vir oortyd te ontvang.

(2) 'n Ooreenkoms ingevolge subartikel (1) mag nie van 'n werknemer vereis of hom toelaat om—

- (a) meer as 45 gewone werkure in 'n week te werk nie;
- (b) meer as 10 uur oortyd in 'n week te werk nie, of
- (c) op meer as vyf dae in 'n week te werk nie.

8. OORTYD EN BETALING VIR OORTYD

(1) (a) Vir die doeleindes van hierdie klousule moet alle tyd wat van Maandag tot Saterdag deur 'n werknemer langer as 45 uur gewerk is, geag word oortyd deur sodanige werknemer gewerk te wees.

(b) 'n Werkgewer mag nie vereis of toelaat dat 'n werknemer meer as—

- (i) 3 uur per dag; of
- (ii) 10 uur per week oortyd werk nie.

(c) 'n Werkgewer moet aan 'n werknemer wat oortyd werk, minstens die volgende betaal:

- (i) een en 'n half keer die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk van Maandag tot en met Saterdag;
- (ii) dubbel die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk op 'n Sondag of openbare vakansiedag.

(d) Ten spyte van subklousule (c) (ii), moet 'n werkgewer aan 'n werknemer wat ingevolge 'n skriftelike ooreenkoms tussen werkgewer en werknemer normaalweg op 'n Sondag werk, betaal een en 'n half keer die werknemer se uurloon vir elke uur gewerk.

9. ETENSPOUSES

(1) 'n Werkgewer moet aan sy werknemers—

- (a) 'n etenspouse van minstens een uur toelaat na 'n aaneenlopende tydperk van vyf ure ononderbroke werk: Met dien verstande dat, vir die doel van hierdie paragraaf, werktye wat nie deur 'n tydperk van minstens een uur onderbreek word nie, geag word aaneenlopend te wees.

10. RUSPOUSES

(1) 'n Werkgewer moet aan 'n werknemer—

- (a) 'n ruspouse van minstens tien minute, en so naby moontlik, in die middel van die eerste werktidperk van vyf uur en gedurende elke tweede werktidperk per dag, met dien verstande dat sodanige ruspouses beskou word as deel van normale werkure.

11. JAARLIKSE VERLOF

(1) (a) Elke werknemer, behalwe 'n werknemer soos in paragraaf (b) bedoel, wat een of meer opeenvolgende jare diens in dieselfde bedryfsinrigting of met dieselfde eienaar voltooi het, moet—

- (i) 21 opeenvolgende dae ten volle betaalde verlof ontvang vir elke voltooide jaar diens, of
 (ii) by ooreenkoms een dag jaarlikse verlof met volle besoldiging ten opsigte van elke 17 dae waarop die werknemer gewerk het of op betaling geregtig was;
 (iii) by ooreenkoms, een uur jaarlikse verlof met volle besoldiging ten opsigte van elke 17 uur waarin die werknemer gewerk het of op betaling geregtig was: Met dien verstande dat waar 'n werknemer in diens is by 'n groep maatskappye, beslote korporasies of vennootskappe waarin daar 'n direkteur/direkteure, 'n lid/lede of vennote is, kan die Raad opdrag gee dat sodanige diens geag word diens by een enkele bedryfsinrigting te wees.

(b) 'n Werknemer wat 10 of meer aaneenlopende jare diens in dieselfde bedryfsinrigting of saam met dieselfde eienaar voltooi het, moet—

- (i) 28 aaneenlopende dae verlof ontvang vir elke jaar voltooide diens;
 (ii) by ooreenkoms, een dag jaarlikse verlof met volle besoldiging vir elke 13 dae waarop die werknemer gewerk het of op betaling geregtig was;
 (iii) by ooreenkoms, een uur jaarlikse verlof met volle besoldiging vir elke 13 uur waarop die werknemer gewerk het of op betaling geregtig was:

Die voorbehoudsbepaling (a) hierbo geld met betrekking tot hierdie paragraaf

(2) In die geval van 'n werknemer wat 'n kwalifiserende tydperk diens voltooi het word verlof bereken vanaf die datum van indiensneming of vanaf die datum van die werknemer se laaste opgelope jaarlikse verlof: Met dien verstande dat indien daar 'n openbare vakansiedag is terwyl die werknemer met verlof is, sodanige openbare vakansiedag by die tydperk van verlof getel moet word as 'n verdere tydperk van ten volle betaalde verlof.

(3) Die tydstip wanneer jaarlikse verlof geneem word, word deur die werkgewer bepaal en indien die werkgewer nie verlof waarop 'n werknemer geregtig is vroeër toegestaan het nie, moet sodanige verlof binne een maand na afloop van 'n jaar diens toegestaan word.

(4) Jaarlikse verlof mag nie gelyklopend met enige tydperk siekteverlof soos bepaal ingevolge klousule 12 of met enige diensbeëindigingskennistydperk ingevolge klousule 15 van hierdie Ooreenkoms nie geneem word nie.

(5) Met beëindiging van diens, moet 'n werkgewer sy werknemer ten volle besoldig met betrekking tot opgelope jaarlikse verlof teen die besoldiging wat die werknemer ontvang het toe hy geregtig was op die verlof, maar wat nie voor die beëindiging van diens toegestaan is nie, en sodanige betaling moet soos volg bereken word:

- (a) In die geval van 'n werknemer soos bedoel in subklousule 1 (a), die weekloon gedeel deur vier en vermenigvuldig met die getal maande diens in dieselfde bedryfsinrigting of by dieselfde eienaar, bereken vanaf die datum van die werknemer se laaste kwalifiserende tydperk jaarlikse verlof; of
 (b) in die geval van 'n werknemer soos bedoel in subklousule 1 (d), die weekloon gedeel deur drie en vermenigvuldig met die getal maande diens in dieselfde bedryfsinrigting of by dieselfde eienaar, bereken vanaf die datum van die werknemer se laaste kwalifiserende tydperk jaarlikse verlof.

(6) Vir die doeleindes van hierdie klousule, sluit die uitdrukking "indiensneming" enige tydperk of tydperke in waartydens 'n werknemer—

- (a) afwesig is van werk ingevolge subklousule (1);
 (b) afwesig is van werk in opdrag of op versoek van sy werkgewer;
 (c) afwesig is van werk op siekteverlof ingevolge klousule 12 van hierdie Ooreenkoms;
 (d) afwesig is van werk met die toestemming of kondonasië van sy werkgewer;
 (e) afwesig is van werk met kraamverlof: Met dien verstande dat in die geval van paragrawe (a), (b), (c) en (d) sodanige afwesigheid nie 10 weke mag oorskry nie.

(7) Elke werkgewer moet 'n werknemer aan wie verlof toegestaan is ingevolge subklousule (1), sy loon betaal ten opsigte van die verloftydperk, nie later nie as die laaste werkdag voordat die werknemer se verlof begin.

(8) Geen werknemer mag enige werk in enige bedryf of beroep verrig wanneer hy met jaarlikse verlof is soos ingevolge hierdie Ooreenkoms toegestaan nie.

(9) Ondanks andersluidende bepalings hierin vervat, kan 'n werkgewer van wie vereis word om jaarlikse verlof aan 'n werknemer toe te staan ingevolge subklousule (1), van sodanige werknemer vereis om betaling te aanvaar in stede van 6 werkdae van sy jaarlikse verlofgeregtigheid.

12. SIEKTEVERLOF

- (1) 'n Werkgewer moet aan 'n werknemer wat van sy werk afwesig is weens ongeskiktheid—
 - (a) in die geval van 'n werknemer wat nie meer as vyf dae per week werk nie, minstens 30 werkdade siekteverlof, in die geheel ten volle betaal, toestaan vir elke tydperk van 36 opeenvolgende maande diens: Met dien verstande dat gedurende die eerste 12 maande diens, die werknemer net geregtig sal wees op ten volle betaalde siekteverlof teen 'n koers van een werkdag vir elke 26 dae gewerk, of
 - (b) in die geval van enige ander werknemer, minstens 36 werkdade siekteverlof, in die geheel ten volle betaal, gedurende elke tydperk van 36 aaneenlopende maande diens: Met dien verstande dat sodanige werknemer gedurende die eerste 12 maande diens net geregtig sal wees op ten volle betaalde siekteverlof teen 'n koers van een werkdag vir elke 26 dae gewerk.
- (2) 'n Werkgewer kan, voor die uitbetaling van enige eis vir siekteverlof met betrekking tot twee agtereenvolgende werkdade of 'n bepaalde werkdag voor of na 'n Sondag of openbare vakansiedag, van 'n werknemer vereis om 'n sertifikaat in te dien wat onderteken is deur 'n geregistreerde mediese praktisyn wat die aard en duur van die werknemer se ongesteldheid bevestig.
- (3) Vir die doeleindes van hierdie klousule, beteken die uitdrukkings die volgende:
 - (a) "indiensneming" sluit in enige tydperk of tydperke waartydens 'n werknemer afwesig is van werk—
 - (i) ingevolge klousule (11) van hierdie Ooreenkoms;
 - (ii) in opdrag of op versoek van sy werkgewer;
 - (iii) met siekteverlof ingevolge subklousule (1);
 - (iv) met die toestemming of kondonasie van sy werkgewer;
 - (v) met kraamverlof: Met dien verstande dat in die geval van paragrawe (i), (ii), (iii) en (iv) sodanige afwesigheid nie 10 weke mag oorskry nie.
 - (b) "Ongesteldheid" beteken onvermoë om te werk weens enige siektetoestand of besering wat nie veroorsaak is deur 'n werknemer se eie wangedrag of nalatigheid nie: Met dien verstande dat enige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor vergoeding betaalbaar is ingevolge die Wet op Vergoeding vir Bedryfsbeserings en -siektes, 1993 (Wet No. 130 van 1993), beteken ongesteldheid slegs ten opsigte van 'n tydperk van onvermoë om te werk waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

13. KRAAMVERLOF

- (1) 'n Werknemer is geregtig op minstens vier opeenvolgende maande kraamverlof.
- (2) 'n Werknemer kan met kraamverlof begin—
 - (a) te eniger tyd vanaf vier weke voor die verwagte datum van geboorte, tensy anders ooreengekom; of
 - (b) op 'n datum met ingang waarvan 'n mediese praktisyn of vroedvrou sertifiseer dat dit vir die gesondheid van die werknemer of van haar ongebore kind nodig is.
- (3) Geen werknemer mag vir ses weke na die geboorte van haar kind werk nie, tensy 'n mediese praktisyn of vroedvrou sertifiseer dat sy geskik is om dit te doen.
- (4) 'n Werknemer wat 'n miskraam gedurende die derde trimester van swangerskap het of 'n doodgebore kind baar, is geregtig op kraamverlof vir ses weke na die miskraam of doodgeboorte met kraamverlof begin het.
- (5) Tensy 'n werknemer nie in staat is om dit te doen nie; moet die werknemer 'n werkgewer skriftelik in kennis stel van die datum waarop die werknemer van voorneme is om—
 - (a) met kraamverlof te begin; en
 - (b) na kraamverlof terug te keer werk toe.
- (6) Kennisgewing ingevolge subartikel (5) moet gegee word—
 - (a) minstens vier weke voordat die werknemer van voorneme is om met kraamverlof te begin; of
 - (b) indien dit nie redelikerwys moontlik is om dit te doen nie, so gou as wat dit redelikerwys moontlik is.

14. VERLOF VIR FAMILIEVERANTWOORDELIKHEID

- (1) Hierdie artikel is van toepassing op 'n werknemer—
 - (a) wat vir langer as vier maande in dies was van 'n werkgewer; en
 - (b) wat vir minstens vier dae per week vir daardie werkgewer werk.

- (2) Gedurende elke jaarlikse verlofsiklus moet 'n werkgewer op versoek van die werknemer, drie dae betaalde verlof aan die werknemer verleen, wat die werknemer geregtig is om te neem—
- wanneer die werknemer se kind gebore word;
 - wanneer die werknemer se kind siek is; of
 - in die geval van die dood van—
 - die werknemer se gade of lewensmaat; of
 - die werknemer se ouer, aangenome ouer, grootouer, kind, aangenome kind, kleinkind of broer of suster.
- (3) Behoudens subartikel (5) moet 'n werkgewer 'n werknemer vir 'n dag se verlof vir familieverantwoordelikheid—
- die loon betaal wat die werknemer gewoonlik sou ontvang het vir werk op daardie dag; en
 - op die werknemer se gewone betaaldag betaal.
- (4) 'n Werknemer kan verlof vir familieverantwoordelikheid neem ten opsigte van 'n hele of 'n gedeelte van 'n dag.
- (5) Alvorens 'n werknemer vir verlof ingevolge hierdie artikel betaal word, kan 'n werkgewer redelike bewys vereis van 'n geval beoog in subartikel (2) waarvoor die verlof geneem is.
- (6) 'n Werknemer se ongebruikte geregtigheid op verlof ingevolge hierdie artikel verstryk aan die einde van die jaarlikse verlofsiklus waarbinne dit toeval.
- (7) 'n Kollektiewe ooreenkoms kan die getal dae en die omstandighede waaronder verlof ingevolge hierdie artikel verleen staan te word, wysig.

15. DIENSBEËINDIGING

- (1) 'n Werkgewer of 'n werknemer wat 'n dienskontrak wil beëindig, moet soos volg kennis gee:
- Gedurende die eerste vier weke diens, minstens 24 uur kennis van die diensbeëindiging;
 - te eniger tyd na die voltooiing van vier weke diens, minstens een week kennis van die beëindiging van die kontrak in die geval van weekliks betaalde werknemers en minstens twee weke kennis in die geval van maandelikse betaalde werknemers.
- (2) Enige kennis gegee ingevolge subklousule (1), raak nie—
- die reg van 'n werkgewer of werknemer om die kontrak om enige rede deur die Wet erken as voldoende, sonder kennisgewing te beëindig nie;
 - enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n langer kennisgewingstydperk as in hierdie klousule gespesifiseer nie;
 - die reg van 'n werkgewer om van die gelde wat aan die werknemer verskuldig is, 'n bedrag terug te hou van hoogstens die bedrag wat die werknemer, in plaas van kennisgewing, moet betaal nie, waar die werknemer sy diens sonder kennis moet beëindig, en die werknemer moet gaag word vrygespreek te wees wat betref sy versuim om die verpligte kennis van diensbeëindiging te gee.
- (3) Waar daar 'n ooreenkoms ingevolge subklousule 2 (b) is, moet die betaling in plaas van kennisgewing gelyk wees aan die kennisgewingstydperk waarop ooreengekom is.
- (4) Kennis soos gespesifiseer in subklousule (1) kan op enige werkdag gegee word: Met dien verstande dat—
- die kennisgewingstydperk nie gelyktydig met 'n werknemer se verlof ingevolge klousule 11 mag verloop nie, en kennis ook nie gedurende verlof gegee mag word nie;
 - indien 'n werknemer met betaalde siekteverlof ingevolge klousule 12 afwesig is, kennis nie gegee kan word nie indien die werknemer se afwesigheid gestaaf word deur 'n sertifikaat wat geteken is deur 'n geregistreerde mediese praktisyn wat die aard en duur van die werknemer se ongesteldheid bevestig, en sodanige mediese sertifikaat binne drie dae na die aanvang van sodanige afwesigheid by die werkgewer ingedien is en voordat 14 dae verbygegaan het sedert die aanvang van sodanige betaalde siekteverlof.

16. SKEIDINGSLOON

- (1) Vir die doeleindes van hierdie artikel beteken "bedryfvereistes" vereistes gegrond op die ekonomiese, tegnologiese, strukturele of soortgelyke behoeftes van 'n werkgewer.
- (2) 'n Werkgewer moet 'n werknemer wat ontslaan word weens redes gegrond op die werkgewer se bedryfsvereistes, 'n skeidingsloon betaal gelyk aan minstens een week se besoldiging vir elke voltooid jaar aaneenlopende diens by daardie werkgewer, bereken ooreenkomstig artikel (4).
- (3) 'n Werknemer wat onredelikerwys weier om die werkgewer se aanbod van alternatiewe diens by daardie werkgewer of 'n ander werkgewer te aanvaar, is nie op 'n skeidingsloon ingevolge subartikel (2) geregtig nie.
- (4) Die betaling van 'n skeidingsloon ter nakoming van hierdie artikel raak nie 'n werknemer se reg op enige ander bedrag wat regtens betaalbaar is nie.

17. DIENSSERTIFIKAAT

By diensbeëindiging, is 'n werknemer geregtig op 'n gratis dienssertifikaat, wat die werkgever se naam en adres, die beroep, dienstydpark en loon van die werknemer op die tydstip wanneer 'n werknemer die werkgever se diens verlaat, aandui.

18. INDIENSNEMING VAN KINDERS

Geen werkgever mag geen kind ingevolge enige Wet in diens neem nie wat onder die ouderdom van 15 jaar is of wat onder die minimum skoolverlatersouderdom is, indien die kind ouer as 15 jaar is.

19. NYWERHEIDSOPTREDE

Vir die duur van hierdie Ooreenkoms mag geen persoon gebind deur die bepalings van hierdie Ooreenkoms aan 'n staking of uitsluiting rakende enige aangeleentheid wat deur hierdie Ooreenkoms beheer word, deelneem of by enige ander optrede ter bevordering van 'n staking of uitsluiting betrokke wees nie, vir die duur van hierdie Ooreenkoms of enige gedrag.

20. BEDINGINGSVLAKKE

Die Raad dien as die forum vir die bedinging van alle aangeleenthede wat deur hierdie Ooreenkoms gereël word of wat daarop betrekking het.

21. REGISTRASIE BY DIE RAAD

(1) Elke eienaar moet verseker dat elke bedryfsinrigting wat hy in die Bedryf besit of bestuur, by die Raad geregistreer is deur die besonderhede aan die Sekretaris van die Raad te stuur binne 14 dae nadat bedrywighede tot die Bedryf toegetree het of begin is, in die formaat soos van tyd tot tyd deur die Raad gespesifiseer.

(2) Elke eienaar moet verseker dat elke werknemer in 'n bedryfsinrigting wat hy in die Bedryf besit of bestuur by die Raad geregistreer is deur alle besonderhede aan die Raad te stuur in die formaat soos deur die Raad gespesifiseer binne 14 dae nadat die indiensneming van werknemer begin het.

(3) Ondanks subklousule (1) en (2) is dit nie vir 'n eienaar nodig om ingevolge hierdie klousule te registreer met betrekking tot enige bedryfsinstelling of werknemer wat hy reeds by die Raad geregistreer het nie, of wat deur die Raad as geregistreer beskou word ingevolge die Raad se vorige Ooreenkoms voor die amalgamasie nie.

(4) In die geval van 'n ontbinding of 'n verandering van vennootskap of verandering in die direksie van die maatskappy, of verandering van eienaarskap, of bedanking van werknemer, moet elke eienaar die volle besonderhede van die verandering skriftelik aan die Sekretaris stuur, binne 14 dae na die datum daarvan.

22. RAADSFONDSE

(1) 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 vir elke bedryfsinstelling wat hy besit of bestuur, 'n maandelikse heffing van R25,00 betaal;
- (b) elke werkgever moet elke maand R10,00 aftrek van die loon betaalbaar vir elke werknemer en moet 'n ekwivalente bedrag by sodanige aftrekking voeg;
- (c) die werkgever moet verseker dat bogenoemde bedrae die Raad se adres bereik nie later nie as die 10de dag van elke daaropvolgende maand, tesame met die vorm soos gespesifiseer deur die Raad.

23. SIEKTEBYSTANDSFONDS

(1) Die fonds ingestel by Goewermentskennisgewing No. R. 1187, van 9 Julie 1971, en bekend as "Die Siektebystandsfonds vir die Kleinhandelvleisbedryf" of "die Fonds" word hierby voortgesit.

(2) Die Fonds bestaan uit—

- (a) geld wat verkry word uit bydraes soos voorgeskryf by subklousule (11);
- (b) rente op beleggings;
- (c) alle ander geld waarop die Fonds geregtig is.

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

- (a) hulpverlening aan lede op enige moontlike manier met betrekking tot 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 organisasies wat medisyne of mediese of farmaseutiese dienste lewer, enige geregistreerde versekeringsmaatskappy of maatskappye of enige organisasie wat soortgelyke bystand bied;

- (c) die verrigting van al die dinge wat noodsaaklik, bykomend of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die bereiking van genoemde doelstellings.
- (4) **Lidmaatskap van die Fonds:**
- (a) Lidmaatskap van die Fonds is verpligtend vir alle werknemers, buiten 'n kassier, arbeider I of II, massameter en/of prysbepaler, toedraaier en/of verpakker en bestuurder (450 kg);
- (b) Werkgewers wat lede is van die Werkgewersorganisasie is geskik vir vrywillige lidmaatskap van die Fonds ingevolge die Reëls van die Fonds.
- (5) Elke werknemer in subklousule (4) bedoel, moet—
- (a) die vorm deur die Raad gespesifiseer invul en sodanige ingevulde vorm by die Sekretaris indien binne 14 dae na die datum van indiensneming of hertoetreding tot die Bedryf; en
- (b) enige addisionele inligting of dokumentêre bewyse verskaf wat die Raad vereis.
- (6) Die Raad kan, na goeë dunnke, enige persoon vir wie lidmaatskap ingevolge subklousule 4 (a) nie verpligtend is nie, toelaat as vrywillige lid van die Fonds ingevolge die Reëls van die Fonds.
- (7) Lidmaatskap word beëindig—
- (a) gelyktydig met die beëindiging van diens in die Bedryf in die geval van 'n lid in subklousule 4 (a) bedoel: Met dien verstande dat die Raad sodanige lid toelaat om sy lidmaatskap te behou asof hy 'n vrywillige lid was ingevolge subklousule (6) en op sodanige voorwaardes as wat die Raad bepaal;
- (b) deur een maand se skriftelik kennis te gee, hetsy deur die Raad, of deur 'n vrywillige lid, soos in subklousule (6) bedoel.
- (8) Enige voormalige lid van die Fonds is nie geregtig op enige voordele na die datum waarop die laaste bydrae deur die Raad ontvang is nie.
- (9) Enige voormalige lid wat tot die Fonds hertoegelaat word, moet as 'n heeltemal nuwe lid beskou word, tensy anders besluit word deur die Raad.
- (10) Bydraes tot die Fonds is betaalbaar ten opsigte van lidmaatskap vir—
- (a) elke voltooiende kalendermaand diens by 'n werkgewer of vrywillige lidmaatskap van die Fonds, na gelang van die geval;
- (b) deel van 'n diensmaand by 'n werkgewer, synde minstens 15 dae in 'n maand: Met dien verstande dat indien 'n werknemer in diens van meer as een werkgewer in 'n maand was en by die huidige werkgewer diens beëindig het voor die 15de dag van die maand, die huidige werkgewer verantwoordelik is vir die aftrek en oorbetalings van die volle bydrae verskuldig: Voorts met dien verstande dat indien werk by die laaste werkgewer na die 15de dag van die maand begin het, die vorige werkgewer verantwoordelik is vir die aftrek en oorbetalings van verskuldige bydraes.
- (11) (a) Elke werkgewer moet die helfte van die bedrag hieronder uiteengesit van die lone betaalbaar aan elke werknemer gee in subklousule 4 (a) bedoel, aftrek en die ander helfte by die bedrag hieronder genoem voeg: Met dien verstande dat in die geval van 'n leerling-vleissnytegnikus, die werkgewer die volle bydrae moet betaal, d.w.s. geen aftrekking mag van die lone van 'n leerling-vleissnytegnikus gemaak word nie;
- (b) Die werkgewer moet verseker dat bydraes, soos in die Bylae hieronder uiteengesit, by die Raad se adres ontvang word, nie later nie as die 10de dag van elke volgende maand, saam met die vorm soos deur die Raad gespesifiseer.

BYLAE

Lidmaatskapskategorie		Salaris per maand		
		R1 000–R1 500	R1 501–R4 000	R4 001 en hoër
Enkellid		R543	R591	R636
Lid + een afhanklike		R711	R777	R843
Lid + twee afhanklikes		R723	R795	R867
Lid + drie afhanklikes		R747	R819	R891
Lid + vier of meer afhanklikes		R771	R843	R915
Enkelpensioenaris	R300	Hospitaalplan uitgesluit		
Pensioenaris + een afhanklike	R432	Hospitaalplan uitgesluit		
Pensioenaris + twee of meer afhanklikes		Tarief beskikbaar op aanvraag		
Lede van Hospitaalplan alleenlik	R195	Mediesefondsvoordele uitgesluit		
Ongeluksplan	R58,50	Addisioneel by toepaslike bydrae in Tabel A		

(12) Die Raad moet die Fonds bestuur ooreenkomstig die Reëls van die Fonds, welke Reëls nie strydig mag wees met die bepalings van hierdie Ooreenkoms of die Wet nie en onder meer die volgende moet spesifiseer:

- (a) die Fonds se voordele en die vereistes daaraan verbonde;
- (b) die prosedure vir die indien van eise en die betaling van eise;
- (c) enige ander aangeleentheid waaroor die Raad kan besluit;

(13) Die Raad kan te eniger tyd enige bestaande Reëls van die Fonds wysig of herroep of nuwe reëls maak, en elke lid van die Fonds kan 'n afskrif van die Reëls en wysigings aanvra.

(14) Die Raad moet afskrifte van die Reëls van die Fonds en enige wysigings daaraan aan die Direkteur-generaal van die Departement Arbeid voorlê.

(15) Alle gelde wat die Raad namens die Fonds ontvang moet in 'n afsonderlike bankrekening in die naam van die Fonds inbetaal word.

(16) Alle betalings uit die Fonds moet op die Fonds se rekening gedoen word per tjek onderteken deur twee gemagtigde ondertekenaars.

(17) Alle uitgawes aangegaan rakende die administrasie van die Fonds moet van die Fonds verhaal word.

24. AFTREEFONDSE

(1) Die bestuur van die Pensioenfonds vir die Kleinhandelvleisbedryf, "die Pensioenfonds", gestig volgens Goewermentskennisgewing No. R. 977, gedateer 8 Mei 1981, en die Voorsorgfonds vir die Vleisbedryf, "die Voorsorgfonds", Fonds No. 12/8/32928/1, word hierby voortgesit.

(2) Lidmaatskap van een van die Fondse soos uiteengesit in subklousule (1) is verpligtend vir alle werknemers, behoudens die Reëls van die Fonds.

(3) Bydraes is betaalbaar vir—

- (a) elke voltooide kalendermaand diens; of
- (b) 'n gedeelte van 'n diensmaand by 'n werkgewer en nie minder nie as 15 dae in 'n maand: Met dien verstande dat indien 'n werknemer deur meer as een werkgewer in enige maand in diens geneem is en diens met die huidige werkgewer voor die 15de dag van die maand begin het, die huidige werkgewer verantwoordelik is vir die aftrek en oorbetalings van die bydrae verskuldig: Met dien verstande voorts dat indien diens by 'n vorige werkgewer na die 15de dag van die maand beëindig is, die vorige werkgewer verantwoordelik is vir die aftrek en oorbetalings van die volle bydrae verskuldig.

(4) Met die doel om lede van die Fonds van voordele te voorsien, moet elke werkgewer vyf persent van die gespesifiseerde loon van die lone betaalbaar aan elke werknemer aftrek en vyf persent van die voorgeskrewe minimum loon byvoeg.

(5) Die werkgewer is daarvoor verantwoordelik om te verseker dat die bedrae voorgeskryf in subklousule (4) by die Raad se adres ontvang word, nie later nie as die 10de dag van elke daaropvolgende maand, saam met die vorm soos gespesifiseer deur die Raad.

(6) Die Raad is verantwoordelik vir die hantering van alle aangeleenthede wat spruit uit of verband hou met die betaling van premies aan geregistreerde versekeringsmaatskappye met betrekking tot of ter wille van elke werknemer en in verband met voordele vir elke werknemer.

(7) Ondanks andersluidende bepalings hierin vervat, is lidmaatskap van die Fondse soos in subklousule (1) bedoel, beskikbaar aan werkgewers en/of direkteure van werkgewers in die Bedryf en na goedgevonden van die Raad.

(8) Bystand of terugbetaalbare gelde ingevolge hierdie klousule wat onopgeëis bly vir 'n tydperk van twee jaar vanaf die datum waarop dit betaalbaar of terugbetaalbaar geword het, val 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 na sodanige toevalling aan die Raadsfondse. Indien die Raad ontbind word binne enigeen van of albei die tydperke hierin genoem, en ondanks andersluidende bepalings vervat in hierdie klousule, val sodanige gelde drie maande na sodanige ontbinding aan die Raad se algemene fondse toe.

25. GROEPSBEGRAFNISKEMA

(1) Lidmaatskap van die Groepsbegravnisskema is verpligtend vir alle werknemers, buiten 'n kassier, arbeider, graad I en graad II, massameter en/of prysbepaler, toedraaier en/of verpakker wat nie reeds 65 jaar oud is nie.

(2) Met die doeleinde om lede van die Fonds van voordele te voorsien, moet elke werkgewer elke maand R17,00 van die lone betaalbaar van sodanige lede aftrek en by sodanige aftrekking 'n bedrag van R5,00 voeg.

(3) Elke werkgewer moet verseker dat die bedrae uiteengesit in subklousule (2) by die Raad se adres ontvang word, nie later nie as die 10de dag van elke daaropvolgende maand saam met die vorm soos voorgeskryf deur die Raad.

(4) Die gelde ontvang ingevolge subklousule (3) moet deur die Sekretaris oorgedra word aan 'n geregistreerde versekeringsmaatskappy met betrekking tot en ter wille van elke lid om elke lid te dek vir voordele soos voorsien in die groepspolis, en behoudens die bepalings en voorwaardes hierin uiteengesit. 'n Afskrif van die polis moet aan die Direkteur-generaal van Arbeid voorgelê word.

26. WERKNEMERSOPLEIDINGSFONDS

(1) Die bestuur van die Fonds wat tot stand gebring is kragtens Goewermmentskennisgewing No. R. 1187, gedateer 9 Julie 1971, en bekend as die "Opleidingsfonds vir die Kleinhandelvleisbedryf", hierna na verwys as "die Fonds", word hierby voortgesit.

(2) Elke werkgewer moet 'n heffing van R5,00 per maand aan die Raad betaal vir elke bedryfsinrigting wat hy in die Bedryf besit en die werkgewer moet verseker dat sodanige heffing by die Raad se adres ontvang word nie later nie as die 10de dag van elke volgende maand tesame met die vorm soos gespesifiseer deur die Raad.

(3) Die gelde wat deur die Raad ontvang word ingevolge subklousule (2) moet in 'n afsonderlike bankrekening gehou word en deur die Raad gebruik word om die Fonds te administreer en om uitgawes verbonde aan en aangegaan deur die bestuur van die Werknemeropleidingsfonds, soos bedoel in Klousule (27) te dek, sodanige uitgawes moet van die Fonds verhaal word.

(4) Alle betalings uit die Fonds moet op die Fonds se bankrekening gedoen word per tjek, onderteken deur twee gemagtigde ondertekenaars van die bankrekening.

27. WERKNEMERSOPLEIDINGSKEMA

(1) Die Raad moet die opleidingsvoorwaardes en prosedures met betrekking tot leerling-vleissnytegnici voorskryf, wat deur die werkgewer nagekom moet word en moet ook vakoetse en eksamens spesifiseer wat genoemde leerling-vleissnytegnikus moet deurkom om as vleissnytegnikus te kwalifiseer.

(2) (a) Die indiensneming van 'n leerling-vleissnytegnikus is onderworpe aan die toestemming van die Raad en, mits behoorlike opleidingsfasiliteite bestaan, onderworpe aan die volgende voorwaardes:

(i) Die leerling (en sy voog, indien hy minderjarig is) moet skriftelik toestemming gee tot indiensneming by 'n werkgewer, aangewys deur die Raad, vir 'n tydperk van 36 opeenvolgende maande, om 'n opleidingskursus te ondergaan en te beantwoord aan die voorwaardes daaraan verbonde soos van tyd tot tyd vir leerling-vleissnytegnici bepaal ingevolge subklousule (1);

(ii) 'n werkgewer wat onderneem om 'n leerling-vleissnytegnikus in diens te neem, moet skriftelik instem om sodanige leerling vir 'n tydperk van 36 opeenvolgende maande in diens te neem en moet toesien dat die leerling die instruksies en onderrig ontvang wat vir leerling-vleissnytegnici gespesifiseer is, soos van tyd tot tyd bepaal ingevolge subklousule (1).

(b) Die Raad kan na eie goeddunke hetsy die werkgewer of die leerling van sy onderneming om in diens te neem of om in diens van 'n werkgewer te bly, onthef, na gelang van die geval, vir 'n tydperk van 36 opeenvolgende maande, indien die Raad bevind dat na sy mening, hetsy die werkgewer of die leerling nie sy verpligtinge met betrekking tot paragraaf (a) nagekom het nie, na gelang van die geval. Die Raad kan ook die indiensneming magtig van enige leerling wat onthef is van sy verpligting om in diens van die werkgewer te bly, by sodanige ander werkgewer soos deur die Raad aangewys, vir die balans van die tydperk van 36 opeenvolgende maande en die voorwaardes voorgeskryf in voorgenoemde paragrawe geld *mutatis mutandis* met betrekking tot sodanige magtiging.

(3) 'n Leerling wat die opleidingskursus vir leerling-vleissnytegnici voltooi het, maar nie die vakoets na voltooiing geslaag het nie, kan sy diens as leerling-vleissnytegnikus voortsit totdat hy sodanige vakoets slaag. Hy kan aansoek doen om sodanige toets te ondergaan te eniger tyd gedurende die volgende opeenvolgende 36 maande en, sou dit gebeur dat hy steeds nie die vakoets slaag nie, mag hy nie langer vir indiensneming as leerling-vleissnytegnikus kwalifiseer nie en mag sy/hy nie langer as leerling-vleissnytegnikus in diens wees nie.

(4) (a) In die geval van 'n leerling-winkelkontroleur/toesighouer, moet die Raad in samewerking met die Departement van Onderwys van tyd tot tyd opleidingskursusse vir leerling-winkelkontroleurs/toesighouers reël wanneer genoeg werknemers gekwalifiseerd en beskikbaar is om sodanige opleidingskursus te ondergaan, en sodanige opleidingskursus moet deur en by 'n opleidingsfasiliteit van genoemde Departement gehou word.

(b) In die geval van persone wat as leerling-vleissnytegnici in diens geneem wil word, kan die Raad op dieselfde wyse in samewerking met die Departement van Onderwys reël dat sodanige persone 'n opleidingskursus ondergaan voordat hy as leerling-vleissnytegnikus in diens geneem word en kan die Raad stipuleer dat die suksesvolle voltooiing van sodanige opleidingskursus 'n voorvereiste is vir indiensneming as leerling-vleissnytegnikus.

28. VAKBONDLEDESUBSKRIPSIEGELD

Elke werkgewer moet vakbonde se gelde betaalbaar aan 'n party-vakbond deur 'n lid van die vakbond maandeliks aftrek van die lone van elke vakbondlid en die werkgewer moet verseker dat die gelde by die Raad se adres ontvang word, nie later nie as die 10de dag van elke volgende maand saam met die vorm soos gespesifiseer deur die Raad.

29. VERTONING VAN OOREENKOMS

Elke eienaar moet 'n leesbare afskrif van hierdie Ooreenkoms in sy bedryfsinstelling aanhou teen alle tye, en—

(1) sodanige afskrif beskikbaar stel vir inspeksiedoeleindes deur enige werknemer; en

(2) 'n afskrif aan 'n werknemer gee wat die voorgeskrewe fooi betaal het.

30. VRYSTELLINGS

- (1) Alle aansoeke moet skriftelik gerig word aan die Sekretaris van die Raad vir oorweging.
- (2) Alle aansoeke om vrystelling moet gestaaf word, en sodanige staving moet die volgende besonderhede bevat:
 - (a) Die tydperk waarvoor die vrystelling benodig word;
 - (b) die klousules en subklousules van die Ooreenkoms waarvan vrystelling gevra word;
 - (c) bewyse dat die vrystelling waarvoor aansoek gedoen is deur die werkgewer, sy werknemers en hul onderskeie verteenwoordigers bespreek is. Die antwoorde op sodanige konsultasie, of in steun van of teen die aansoek, moet by die aansoek aangeheg word.
- (3) Die Sekretaris van die Raad sal in die eerste instansie die aansoeke om vrystelling op die agenda van die volgende vergadering van die uitvoerende komitee plaas vir kommentaar en oorweging.
- (4) Indien die aansoek om vrystelling deur die Raad geweier word, kan die applikant appèl aanteken teen die Raad se beslissing.
- (5) Ingevolge artikel 32 van die Wet, bring die Raad hierby 'n Onafhanklike Liggaam tot stand, naamlik die Onafhanklike Liggaam tot stand gebring deur die Nasionale Vereniging van Bedingingsrade, om so spoedig moontlik aan te hoor en te beslis, enige appèl wat aangeteken word teen—
 - (i) die Raad se weiering van 'n aansoek om vrystelling van die bepalings van hierdie Ooreenkoms;
 - (ii) die intrekking van so 'n vrystelling deur die Raad.
- (6) Die Sekretaris van die Raad moet dan die Onafhanklike Liggaam voorsien van besonderhede rakende die appèl teen die Raad se weiering van 'n vrystelling.
- (7) Die Onafhanklike Liggaam moet enige appèl teen die Raad se weiering van 'n vrystelling, aanhoor en beslis en, wanneer aldus versoek deur die aansoekers of teenstanders, onderhoude voer met aansoekers of enige beswaarmakers by die volgende vergadering: Met dien verstande dat die Onafhanklike Liggaam 'n besluit na 'n volgende vergadering kan uitstel indien addisionele staving, inligting of mondelinge vertoë nodig geag word om oor die aansoek om vrystelling te besluit.
- (8) Wanneer die Onafhanklike Liggaam besluit het om 'n vrystelling toe te staan, moet hy die Raad binne 14 dae van sy besluit inlig en die Sekretaris moet 'n sertifikaat aan die aansoeker(s) uitreik binne 14 dae nadat die besluit van die Onafhanklike Liggaam ontvang is.
- (9) Wanneer die Onafhanklike Liggaam besluit om nie 'n vrystelling of deel van 'n vrystellings versoek, toe te staan nie, moet dit die Raad binne 14 dae vanaf die datum van sodanige besluit inlig en die rede of redes waarom 'n vrystelling nie toegestaan is nie, verskaf en die Sekretaris moet die aansoeker(s) binne 14 dae in kennis stel.
- (10) **Vrystellingskriteria:** Die Onafhanklike Liggaam moet appèlle teen die Raad se weiering oorweeg met betrekking tot die volgende kriteria:
 - (a) Die skriftelike en mondelinge staving voorsien deur die aansoeker;
 - (b) die omvang van die staving verskaf met die petisie vir of teen die toestaan van vrystelling soos bepaal deur werkgewers of werknemers wat geraak sal word indien die vrystelling toegestaan word;
 - (c) die voorwaardes van die vrystelling;
 - (d) die skending van regte op basiese diensvoorwaardes;
 - (e) die feit dat 'n mededingende voordeel nie deur die vrystelling geskep word nie;
 - (f) die besigtiging van die vrystelling uit die oogpunt van enige werknemervoordeelfonds of opleidingsbepaling m.b.t. die alternatiewe vergelykbare bona fide-voordeel of bepaling, insluitende die koste vir die werknemer, oorplaasbaarheid, administrasie, bestuur en koste, groei en stabiliteit;
 - (g) die omvang van die ondermyning van kollektiewe bedinging- en arbeidsvrede in die Bedryf as gevolg van die voorgestelde vrystelling;
 - (h) enige bestaande spesiale ekonomiese of ander omstandighede wat die toestaan van die vrystelling regverdig;
 - (i) vereistes vir verslaggewing deur die aansoeker en die monitorings- en her-evalueringsprosesse; en
 - (j) kennisname van die voorstelle saamgevat in die Verslag aan die Presidensiele Kommissie van Onderzoek na Arbeidsmarkbeleid.

31. GESKILBESLEGTING

Enige geskil oor die interpretasie, toepassing of uitvoering van hierdie Ooreenkoms moet na die Raad verwys word en moet soos volg besleg word:

- (1) (a) Indien 'n geskil oor regte handel, moet dit skriftelik aan die Raad gerig word, wat sal poog om die geskil deur bemiddeling te besleg deur van 'n toepaslik gekwalifiseerde bemiddelaar gebruik te maak. Die Raad moet binne 14 dae van sodanige bemiddeling sy besluit aan die disputante bekend maak, of meld dat die geskil onopgelos is.

- (b) Indien die Raad nie daarin slaag om die geskil te besleg nie of indien enige party veronreg is deur die Raad se besluit, soos bedoel in paragraaf (a), kan dit binne sewe dae versoek dat die geskil na arbitrasie verwys word.
- (c) Sou die geskil vir arbitrasie verwys word, moet die Raad 'n Arbiter aanstel en alle verrigtinge sal onderhewig wees aan die bepalings van die Wet op Arbeidsverhoudinge, 1995.
- (2) (a) Indien 'n geskil oor gemeenskaplike belang handel, moet dit skriftelik aan die Raad gerig word, wat moet poog om die dispuut deur bemiddeling te besleg deur van 'n toepaslik gekwalifiseerde bemiddelaar gebruik te maak. Die Raad moet binne 14 dae van sodanige bemiddeling sy besluit aan die disputerende bekend maak, of meld dat die geskil onopgelos is.
- (b) Indien die Raad nie daarin slaag om die geskil te besleg nie of indien enige party veronreg is deur die Raad se besluit, soos in paragraaf (a) bedoel, kan die Raad binne sewe dae na die besluit versoek dat die geskil na arbitrasie verwys word.
- (c) Indien die geskil na arbitrasie verwys word, moet die Raad 'n Arbiter aanstel en alle verrigtinge is onderworpe aan die bepalings van die Wet op Arbeidsverhoudinge, 1995.

32. AGENTE

(1) Die Raad kan een of meer aangewese persone as Agente aanstel om die Raad by te staan in die afdwinging van die Ooreenkomste.

(2) Die Raad kan ingevolge artikel 33 van die Wet by die Minister aansoek doen om 'n persoon aan te stel as 'n aangewese agent en, indien hy aangestel is as 'n aangewese agent, moet sodanige persoon oor al die bevoegdhede beskik wat aan 'n Kommissaris verleen word ingevolge seksie 142, behalwe die bevoegdhede verleen by artikel 142 (1) (c) en (d). Vir die doel van hierdie subklousule, moet enige verwysing in artikel 142 van die Wet na die direkteur gelees word as 'n verwysing na die Sekretaris.

33. REKENINGE EN OUDITS

Die Raad moet verseker dat behoorlik boek gehou word wat betref die fondse van die Raad en elke Fonds wat die Raad administreer, in ooreenstemming met artikels 53 en 54 van die Wet en die Raad se Grondwet.

Gedoen en onderteken te Johannesburg gedurende Oktober 1999.

E. N. DEFTEREOS

Voorsitter van die Raad

C. DEACON

Namens die Sekretaris van die Raad

E. M. P. BIELOVICH

Voorsitter van die Meat Traders' Association (Gauteng)

E. T. SELORO

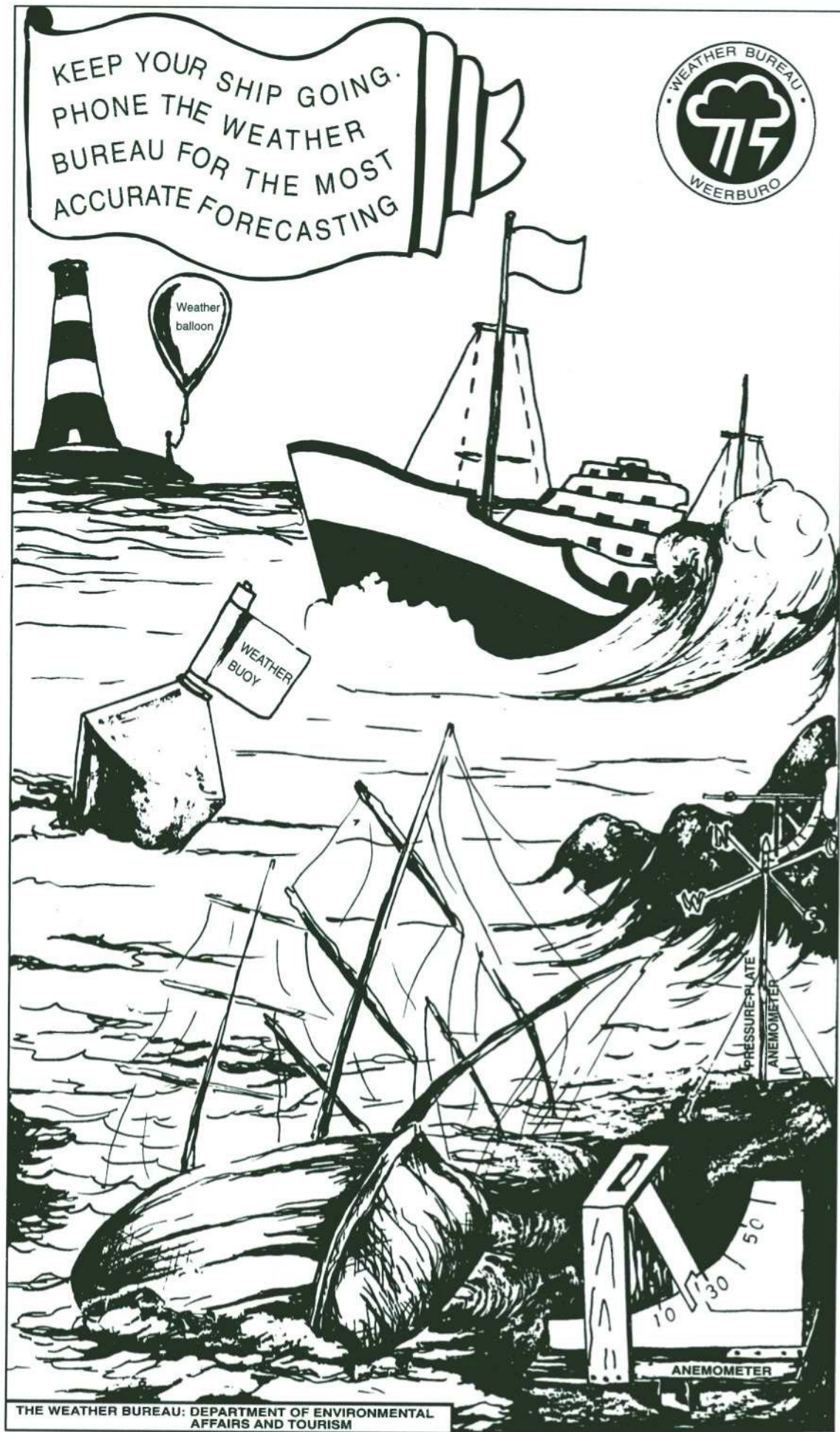
Sekretaris van die Meat Distributors' and Allied Workers' Union (South Africa)

P. KESWA

Sekretaris van die South African Meat Distributors' and Allied Workers' Union

G. S. KOK

Sekretaris van die Gauteng Meat Traders Employees' Union



Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
Publikasies: Tel: (012) 334-4507, 334-4508, 334-4509, 334-4510
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737
Kaapstad-tak: Tel: (021) 465-7531