



UNIE - VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

Staatskoerant Government Gazette

EXTRAORDINARY

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

VOL. CLXXXIII.] PRYS 6d. PRETORIA. 6 JANUARIE 1956. PRICE 6d. [No. 5610.

Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 31.] [6 Januarie 1956.
NYWERHEID-VERSOENINGSWET, 1937.

KLEINHANDELVLEISBEDRYF, PRETORIA.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningwet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kleinhandelvleisbedryf betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13, 15 tot en met 19, 21 en 22 van genoemde Ooreenkoms van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde bedryf in die gebied binne 'n straal van vyftien myl van Kerkplein, Pretoria; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13, 15 tot en met 19, 21 en 22 van genoemde Ooreenkoms van die tweede Maandag na die publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, in die gebied binne 'n omtrek van vyftien myl van Kerkplein, Pretoria, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde bedryf wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 31.] [6 January 1956.
INDUSTRIAL CONCILIATION ACT, 1937.

RETAIL MEAT TRADE, PRETORIA.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Retail Meat Trade shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and the employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive), 15 to 19 (inclusive), 21 and 22 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years after the said second Monday upon the other employers and employees engaged or employed in the said Industry in the area within a radius of fifteen miles from Church Square, Pretoria; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the area within a radius of 15 miles from Church Square, Pretoria, and from the second Monday after the date of publication of this notice and for the period ending two years after the said second Monday, the provisions contained in clauses 3 to 13 (inclusive), 15 to 19 (inclusive), 21 and 22 of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said Industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

J. DE KLERK,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE KLEINHANDELVLEIS-
BEDRYF (PRETORIA).

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit deur die

„Pretoria and District Master Butchers' Association”
hieronder die „werkgewers” of die „werkgewersorganisasie”
genoem), aan die een kant, en die

„Pretoria Retail Meat Trade Employees' Union”
hieronder die „werknemers” of die „vakvereniging” genoem),
aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Kleinhandel-
vleisbedryf (Pretoria).

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet binne 'n straal
van 15 myl van Kerkplein, Pretoria, nagekom word deur alle
werkgewers wat lede is van die werkgewersorganisasie en die
kleinhandelvleisbedryf beoefen, en deur alle werknemers wat
lede van die vakvereniging is en in dié bedryf in diens is en vir
wie minimum lone in die Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en
in die Wet bepaal is, het dieselfde betekenis as in die Wet.
Alle verwysings na 'n wet omvat alle wysings daarvan en uitge-
sonderd waar die teenoorgestelde blykbaar bedoel word omvat
woorde wat in die manlike geslag aandui ook vrouens en voorts,
tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, No. 36 van 1937;
„eerste slagter”, 'n werknemer wat, in die hoedanigheid van
slagter, verantwoordelik is vir 'n kleinhandelslagtery;
„slagter”, 'n werknemer, uitgesonderd 'n leerlingslagter, slag-
tersassistent of arbeider, met minstens vyf jaar ondervinding
in die kleinhandelvleisbedryf, en wat vleis opsnij, klante
bedien, bestellings opmaak en enige ander werk doen wat
in 'n kleinhandelslagtery nodig is;
„leerlingslagter”, 'n werknemer met minder as vyf jaar onder-
vinding in die kleinhandelvleisbedryf en wat besig is om die
bedryf van slagter te leer;
„slagtersassistent”, 'n persoon, uitgesonderd een wat onder
die toesig van 'n werkgever werklik besig is met die werk
van 'n slagter, of, in die geval van 'n werkgever wat nie self
die werk van 'n slagter verrig nie, onder die toesig van 'n
slagter, wat slegs beeskwarde, karkasse van skape, lammers,
varke en kalwers in onderdele verdeel, maar wat nie toegelaat
word om die gereedskap van die bedryf verder daarop te
gebruik nie, uitgesonderd om wors en been- en rolvleis te
maak en om die pligte uit te voer waarvoor voorsiening
ingevoelge die woordomsrywings van arbeider gemaak word;
„kassier en klerklike assistent”, 'n werknemer wat een of meer
van ondergenoemde pligte vervul:—

- Geld ontvang vir goedere wat vir kontant of op krediet
verkoop is;
- klante se bestellings opskryf en die bedrae van goedere
wat aan klante gelewer is, debiteer, en rekenings
lewer;
- met ander klerklike roetine werk help;

„los werknemer”, 'n werknemer wat by dieselfde werkgever
op hoogstens vier dae in enige week in diens is;
„Raad”, die Nywerheidsraad vir die Kleinhandelvleisbedryf
(Pretoria), wat kragtens artikel *negentien* van die Nywerheid-
versoeningswet, 1937, geregistreer is;
„inrigting”, enige plek waar die kleinhandelvleisbedryf uitge-
oefend word;
„ondervinding” —

- met betrekking tot 'n slagter, die totale tyd/tye diens
wat 'n werknemer as slagter gehad het;
- met betrekking tot 'n kassier en klerklike assistent, die
totale tyd/tye van ondervinding wat 'n werknemer in
kassiers- en klerklike werk gehad het;

„uurloon”, die weekloon gedeel deur 46 in die geval van 'n
weekliks besoldigde werknemer; met dien verstande dat in
die geval van 'n maandelikse besoldigde werknemer die week-
loon die maandloon moet wees wat deur 4½ gedeel is;
„arbeider”, 'n werknemer wat uitsluitlik of hoofsaaklik vir een
of meer van ondergenoemde pligte in diens is:—

Persele skoonmaak, gerei en voertuie skoonmaak en
was, bestellings of boodskappe te voet of per fiets, drie-
wieler of handvoertuig aflewer, bestelling van klante buite
die slagtery insamel; vleis oplaai, aflaai en/of dra; vleis
en bene sny, reg sny, kap, saag; vleis opsnij wat gemaal
moet word; vet sny, maal en smelt, wors of ander dergelike

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE
(PRETORIA).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation
Act, No. 36 of 1937, made and entered into by and between

The Pretoria and District Master Butchers' Association
(hereinafter referred to as “the employers” or the “employers’
organisation”), of the one part, and the

Pretoria Retail Meat Trade Employees' Union
(hereinafter referred to as “the employees” or the “trade
union”), of the other part,
being parties of the Industrial Council for the Retail Meat
Trade (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed within a fifteen
mile radius from Church Square, Pretoria, by all employers
who are members of the employers' organisation and who are
engaged in the Retail Meat Trade, and by all employees who
are members of the trade union and who are employed in that
trade and for whom minimum wages are prescribed in this
Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act No. 36 of 1937;
“butcher (first)” means an employee who is in charge of a
retail butcher shop in the capacity of a butcher;
“butcher” means an employee other than a butcher (learner),
butchers' assistant or labourer, who has had not less than
five years' experience in the Retail Meat Trade; and who
cuts up meat, serves customers, makes up orders and does
any other necessary work in a retail butcher shop;
“butcher (learner)” means an employee who has had less than
five years' experience in the Retail Meat Trade, and who is
engaged in learning the trade of a butcher;
“butcher's assistant” means a person other than one who is
under the supervision of an employer actually engaged in
the work of a butcher, or in the case of an employer who
does not himself perform the work of a butcher, under the
supervision of a butcher, who is engaged in breaking up
quarters of beef, carcasses of mutton, lamb, pork and veal
into component cuts only, but who shall not be permitted
to use the tools of the trade further thereon except to
make sausages, and bone, and roll meat and to carry out
the duties provided for under the definition of labourer;
“cashier and clerical assistant” means an employee who is
engaged in one or more of the following duties:—

- Receiving money for goods purchased for cash or
credit sales;
- the booking of customers' orders and debiting the
amounts of goods supplied to customers and render-
ing accounts;
- assisting in other routine clerical work;

“casual employee” means an employee who is employed by
the same employer on not more than four days in any one
week;

“Council” means the Industrial Council for the Retail Meat
Trade (Pretoria) registered in terms of section *nineteen* of
the Industrial Conciliation Act, 1937;

“establishment” means any place in which the retail meat
trade is carried on;

“experience” means—

- in relation to a butcher the total period(s) of employ-
ment which an employee has had as a butcher;
- in relation to a cashier and clerical assistant the total
period(s) of experience which an employee has had
in cashier and clerical work;

“hourly wage” means the weekly wage divided by 46 in the
case of a weekly paid employee; provided that in the case
of a monthly paid employee the weekly wage shall be the
monthly wage divided by four and one-third;

“labourer” means an employee who is wholly or mainly
employed in one or more of the following duties:—

Cleaning of premises, cleaning and washing of utensils
and vehicles, delivery of orders or messages, on foot or
by bicycle, tricycle or manually propelled vehicle, collec-
tion of orders from customers outside the shop; loading,
unloading and/or carrying of meat; cutting, trimming,
chopping, sawing of meat and bones, cutting up meat to
be minced, cutting, mincing and melting of fat, mincing
and filling of sausages or other similar preparations;

preparate maal en vul; pluimvee of wild doodmaak, pluk, skoonmaak; pikel voorberei en vleis pomp; kalwers en/of wilddiele afslag, en enige roetinewerk wat gewoonlik deur 'n arbeider verrig word;

„motorvoertuigdrywer”, 'n werknemer wat 'n motorvoertuig dryf met die doel om vleis en/of ander goed wat kragtens 'n lisensie vir 'n kleinhandelslagter verkoop kan word af te haal en af te lewer;

„Kleinhandelvleisbedryf”, die bedryf waarin werkgewers en werknemers geassosieer is vir die doel om vleis in kleinhandel vanuit 'n vaste besigheidsplek te verkoop;

„Sekretaris”, die Sekretaris van die Nywerheidsraad vir die Kleinhandelvleisbedryf, Pretoria.

4. BESOLDIGING.

(1) Geen werkgewer mag laer lone as onderstaande betaal en geen werknemer mag laer lone as onderstaande aanneem nie:—

	Per week.
	£ s. d.
(a) Eerste slagter.....	8 15 0
(b) Slagter.....	6 5 0
(c) Slagtersassistent.....	1 10 0

(d) Leerlingslagter—	
Eerste jaar ondervinding.....	1 10 0
Tweede jaar ondervinding.....	2 5 0
Derde jaar ondervinding.....	3 5 0
Vierde jaar ondervinding.....	4 5 0
Vyfde jaar ondervinding.....	5 5 0

	Per maand.
	£ s. d.
(e) Kassier en klerklike assistent:—	
Eerste jaar ondervinding.....	7 10 0
Tweede jaar ondervinding.....	8 10 0
Derde jaar ondervinding.....	9 10 0
Vierde jaar ondervinding.....	10 10 0
Vyfde jaar ondervinding.....	11 10 0
Daarna.....	12 10 0

	Per week.
	£ s. d.
(f) Arbeider.....	1 7 6

(g) Motorvoertuigdrywer:—	
As die gewig sonder vrag nie meer as 4,000 lb. is nie.....	3 10 0
As die gewig sonder vrag meer as 4,000 lb. is..	4 10 0

(h) Los werknemer:—
Een-sesde per dag van die hoogste weekloon wat vir die klas voorgeskryf word waarin hy in diens is.

(2) 'n Lewenskostetoelae van minstens dié voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, moet aan werknemers, tesame met hulle ander besoldiging, betaal word.

(3) *Differensiële loonskale.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n dag, ditsy bo en behalwe sy eie werk of in plaas daarvan, altesame vir meer as een uur werk van 'n ander klas te verrig, waarvoor of—

- 'n hoër loon as dié vir sy eie klas; of
- 'n stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

voorgeskryf word in subartikel (1), moet dié werknemer op daardie dag soos volg betaal:—

- In die geval in paragraaf (a) genoem, minstens een-sesde van die hoër weekloon in subartikel (1) voorgeskryf; en
- In die geval in paragraaf (b) genoem, minstens een-sesde van die hoogste weekloon vir die hoogste klas;

met dien verstande dat as die onderskeid tussen klasse kragtens subartikel (1) gebaseer is op ondervinding, geslag of ouderdom, die bepalinge van hierdie subklousule nie van toepassing is nie.

(4) *Voorbehoud.*—Niks in hierdie Ooreenkoms kan die loon verminder wat betaal word aan 'n werknemer wat op die datum van die inwerkingtreding van hierdie Ooreenkoms, 'n hoër loon ontvang as dié wat vir hom in hierdie klousule voorgeskryf word nie, en sodanige werknemer is verder geregtig op en moet 'n loon ontvang wat nie laer as sodanige hoër loon is nie, asof sodanige hoër loon die minimum loon is wat vir hom in hierdie klousule voorgeskryf is.

5. BETALING VAN BESOLDIGING.

(1) Lone en lewenskostetoelae moet weekliks op Saterdag in kontant betaal word aan werknemers wat by die week in diens is, of op of voor die laaste dag van elke maand aan werknemers wat op 'n maandelikse basis besoldig word, of by diensbeëindiging, in die geval van los werknemers of ander werknemers, indien dit voor die gewone betaaldag van dié werknemers plaasvind.

(2) Uitgesonderd 1945, bepaal by die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of by die Naturellearbeid Regelswet, 1911, kan dit van geen werknemer vereis word om as deel van sy dienskontrak by die werkgewer, of by 'n plek deur sy werkgewer aangewys, te eet of in te woon of enige goedere van sy werkgewer te koop nie.

killing, plucking, cleaning of poultry or game; preparing salt brine and pumping of meat; skinning of calves, and/or animal game, and any routine duties normally performed by a labourer;

„motor vehicle driver” means an employee engaged in driving a motor vehicle for the purpose of collecting and delivering meat and/or other goods authorised to be sold under a retail butcher's licence;

„Retail Meat Trade” means the trade in which employers and employees are associated for the purpose of selling meat by retail from a fixed place of business;

„Secretary” means the Secretary of the Industrial Council for the Retail Meat Trade, Pretoria.

4. REMUNERATION.

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

	Per Week.
	£ s. d.
(a) Butcher (first).....	8 15 0
(b) Butcher.....	6 5 0
(c) Butcher's assistant.....	1 10 0

(d) Butcher (learner):—	
First year of experience.....	1 10 0
Second year of experience.....	2 5 0
Third year of experience.....	3 5 0
Fourth year of experience.....	4 5 0
Fifth year of experience.....	5 5 0

	Per Month.
	£ s. d.
(e) Cashier and clerical assistant:—	
First year of experience.....	7 10 0
Second year of experience.....	8 10 0
Third year of experience.....	9 10 0
Fourth year of experience.....	10 10 0
Fifth year of experience.....	11 10 0
Thereafter.....	12 10 0

	Per Week.
	£ s. d.
(f) Labourer.....	1 7 6

(g) Motor vehicle driver:—	
If the unladen weight does not exceed 4,000 lb....	3 10 0
If the unladen weight exceeds 4,000 lb.....	4 10 0

(h) Casual employee:—
One-sixth per day of the highest weekly wage prescribed for the class in which he is employed.

(2) Employees shall be paid at the same time as their other remuneration is paid, a cost of living allowance of not less than that prescribed by War Measure No. 43 of 1942, as amended from time to time.

(3) *Differential Rates.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor work of another class, for which either—

- a wage higher than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed in sub-section (1), shall pay to such employee in respect of that day—

- in the case referred to in paragraph (a) not less than one-sixth of the higher weekly wage prescribed in sub-section (1); and
- in the case referred to in paragraph (b), not less than one-sixth of the highest weekly wage for the higher class;

provided that where the difference between classes is, in terms of sub-section (1) based on experience, sex or age, the provisions of this sub-section shall not apply.

(4) *Savings.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee who, on the date this Agreement comes into operation, is in receipt of a wage higher than the wage prescribed for him in this section, and such employee shall continue to be paid and be entitled to a wage not lower than such higher wage as if such higher wage was the minimum wage prescribed for him in this section.

5. PAYMENT OF REMUNERATION.

(1) Wages and cost of living allowance shall be paid in full in cash weekly on Saturdays to employees for whom wages are prescribed on a weekly basis or not later than the last day of each month for employees for whom wages are prescribed on a monthly basis, or on the termination of employment in the case of casual employees or other employees, if this should take place before the ordinary pay-day of such employees.

(2) Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulations Act, 1911, 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 his employer or to purchase any goods from his employer.

'n Werknemer wat instem om losies of inwoning of beide losies en inwoning van sy werkgever aan te neem, kan nie verplig of toegelaat word om meer per week te betaal nie as—

	Vir kos en huisvesting. £ s. d.	Slegs vir kos. £ s. d.	Slegs vir huisvesting. £ s. d.
Arbeider, slagtersassistent en werknemer nie andersins ge- noem.....	0 6 0	0 4 0	0 2 0
Alle ander werknemers.....	1 6 0	0 17 4	0 8 8

(3) Geen boetes of kortings van enige aard mag gemaak word van bedrae wat aan 'n werknemer verskuldig is nie; met dien verstande dat—

- as 'n werknemer van die werk afwesig is of sonder toestemming wegbly, 'n bedrag in verhouding tot die afwesigheid afgetrek kan word;
- wanneer 'n werknemer toestem om losies of huisvesting van 'n werkgever aan te neem, 'n bedrag afgetrek kan word wat die bedrag, in subklousule (2) van hierdie klousule voorgeskryf, nie oorskryf nie;
- bydraes tot die Raadsfonds ingevolge die bepalings van artikel 11 (b) en (c) van hierdie Ooreenkoms afgetrek mag word;
- as 'n werkgever kragtens enige wet, ordonnansie of regs-geding verplig is om 'n betaling vir of ten behoeve van 'n werknemer te doen, enige sodanige bedrag aldus betaal, afgetrek kan word;
- op die skriftelike versoek van die werknemer elke werk-gever weekliks of maandeliks, na gelang van die geval, die bedrag van die ledegeld vir die vakvereniging, soos van tyd tot tyd deur die Sekretaris aangegee, van die loon van sy werknemers wat deur hierdie Ooreenkoms geraak word, moet aftrek en die bedrag aldus afgetrek, by die vorm voorgeskryf in Aanhangsel A hiervan, op of voor die 10de dag van elke maand, tesame met die geld voorgeskryf in klousule 11 van hierdie Ooreenkoms, aan die Sekretaris van die Raad stuur.

6. BESIGHEIDSURE.

(1) Geen inrigting mag toegelaat word om te open, en niemand mag met die publiek in of uit die inrigtings soos volg sake doen nie:—

- Op Sondae;
- op openbare vakansiedae;
- voor 6 vm. op enige weekdag;
- na 1.30 nm. op Maandae, Dinsdae en Donderdae;
- na 1 nm. op Woensdae en Saterdag;
- na 2.30 nm. op Vrydae;

7. WERKNEMERS SE WERKURE.

(1) Die gewone werkure van werknemers ten opsigte van wie lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word (uitgesonderd 'n ononderbroke pouse van een uur per werkdag) mag hoogstens 46 uur per week van ses werkdag wees; met dien verstande dat—

- geen werknemer verplig mag word om later te werk as die sluitingsuur wat in klousule 6 van hierdie Ooreenkoms voorgeskryf word nie; voorts met dien verstande dat werkure tot 4 nm. op die dag voor Kersdag en Nuwejaarsdag verleng mag word en tot 3 nm. op 'n dag voor statutêre vakansiedae; met dien verstande dat hierdie subartikel nie vertolk mag word as sou dit 'n werkgever toelaat om sy inrigting buite die ure oop te hou wat in die Winkelure Ordonnansie bepaal word nie;
- geen werknemer toegelaat word om meer as 6 uur oortyd in 'n week te werk nie, en vir oortyd moet hy teen 1½ maal op die eerste betaaldag betaal word wat volg op die tydperk waarin hy die oortyd gewerk het.

(2) As 'n werkgever sulks verlang, kan hy by die Nywerheidsraad aansoek doen om vrystelling van klousules 7 en 8 van die Ooreenkoms ten opsigte van 'n slagter en eerste slagter, soos in artikel 3 omskryf; met dien verstande dat dié werknemers 'n loon ontvang van minstens £520 per jaar, met uitsluiting van lewenskostetoelae.

(3) Wanneer 'n slagter of leerlingslagter as gevolg van die laat aflewering van vleis by sy werkgever se inrigting, aangese word om by die inrigting te wag om vleis in ontvangs te neem, word die tyd wat hy na die gewone werkure, in 7 (1) bepaal, wag, nie as oortyd beskou nie; mits 'n werkgever nie van so 'n slagter of leerlingslagter vereis dat hy gedurende sulke tydperke werk nie; en met dien verstande dat so 'n werkgever die tyd wat aan die wag vir vleis bestee word, in die opmerkingskolom van die presensieregister opteken en nie in die kolom vir gewone werkure van die presensieregister nie.

8. TYDSTATE, PRESENSIE- EN LOONREGISTERS.

Elke dag moet elke werknemer, uitgesonderd 'n motorvoertuig-drywer, 'n slagtersassistent of 'n arbeider, in 'n tydstaat, wat sy werkgever moet verskaf, die tyd aanteken waarop hy met sy werk begin en die tyd wanneer hy uiteindelik vir die dag ophou met werk, asook die begin- en sluitingstye van alle tydperke gedurende die dag waarin hy nie werkzaam was nie.

An employee who agrees to accept board or lodging or both from his employer shall not be required or allowed to pay more per week than—

	For Board and Lodging. £ s. d.	For Board only. £ s. d.	For Lodging only. £ s. d.
Labourer, butchers' assistant and employee not elsewhere specified.....	0 6 0	0 4 0	0 2 0
All other employees.....	1 6 0	0 17 4	0 8 8

(3) No fines or deduction of any kind shall be made from amounts due to any employee, provided that—

- when an employee is away or absents himself without permission from work, a deduction proportionate to the period of such absence may be made;
- whenever an employee agrees to board or lodge with an employer, an amount not exceeding the amount provided for in sub-section (2) of this section may be deducted;
- contributions to Council Funds may be deducted in terms of section 11 (b) and (c) of this Agreement;
- where an employer is compelled by any law or ordinance or legal process to make payment for or on behalf of an employee, any such amount so paid may be deducted;
- every employer shall at the written request of the employee, deduct weekly or monthly, as the case may be, from the wages of his employees affected by this Agreement, the amount of the subscriptions payable to the trade union as advised by the Secretary of the Council from time to time, and shall forward on the form prescribed in Annexure A hereto, the amount thus deducted to the Secretary of the Council not later than the 10th day of each month, together with the fees prescribed in clause 11 of this Agreement.

6. TRADING HOURS.

(1) No establishment shall be permitted to open, and no person shall trade with the public in or from the establishments—

- on Sundays;
- on public holidays;
- before 6 a.m. on any weekday;
- not later than 1.30 p.m. on Mondays, Tuesdays and Thursdays;
- not later than 1 p.m. on Wednesdays and Saturdays;
- not later than 2.30 p.m. on Fridays.

7. WORKING HOURS OF EMPLOYEES.

(1) The ordinary working hours of employees in respect of whom minimum wages are prescribed in section 4 of this Agreement, shall (excluding an uninterrupted interval of one hour per working day) not exceed 46 hours per week of six working days, provided that—

- no employee shall be required to work later than the closing hours prescribed in clause 6 of this Agreement; provided further that working hours may be extended to 4 p.m. on a day preceding Christmas and New Year's Day, and 3 p.m. on any day preceding statutory holidays; provided that this sub-section shall not be construed as permitting an employer to keep his establishment open outside the hours laid down in the Shop Hours Ordinance;
- no employee shall be permitted to work more than 6 hours overtime in any one week, and shall be paid at time and a half for such overtime on the first pay-day following the period in which the overtime was worked.

(2) An employer may, if he so desires, apply to the Industrial Council for exemption from clauses 7 and 8 of the Agreement in respect of a butcher and butcher (first) as defined in section 3; provided that such employees be in receipt of a wage not less than £520 per annum excluding cost of living allowance.

(3) When a butcher or butcher (learner) owing to the late delivery of meat to his employer's establishment is instructed to wait in the establishment in order to take delivery of meat, any time spent waiting for such meat outside the normal working hours as provided for in sub-clause (1) of clause (7), shall not be regarded as overtime; provided an employer does not require such butcher or butcher (learner) to perform work during such periods, and provided further that such employee shall enter the time spent in waiting for such meat in the remarks column of the attendance register and not under the normal hours of work column in the attendance register.

8. TIMESHEETS, ATTENDANCE AND WAGE REGISTERS.

Every employee other than a motor vehicle driver, a butcher's assistant or a labourer shall each day enter in a time register which his employer shall provide the time he starts work and the time he finally ceases work for the day and the commencing and finishing times of any periods during the day during which he was not employed.

9. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Behoudens die voorwaardes van subklousule (2) moet 'n werkgewer aan sy werknemer twee agtereenvolgende weke verlof toestaan vir elke voltooide diensjaar en moet aan sodanige werknemer ten opsigte van elke week daarvan 'n bedrag betaal wat nie minder is as die weekloon, plus lewenskostoelae, wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het nie; met dien verstande dat sodanige weekloon nie minder mag wees as die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf is nie.

(2) Die verlof in subklousule (1) genoem, word toegestaan op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) indien sodanige verlof nie vroeër toegestaan is nie, dit binne drie maande na die voltooiing van die betrokke diensjaar toegestaan moet word;
- (ii) die tydperk van sodanige verlof nie terselfdertyd as siekteverlof toegestaan mag word wat kragtens klousule 10 toegestaan is nie, en ook nie tesame met enige tydperk waarin 'n werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, mee te maak nie;
- (iii) indien 'n openbare vakansiedag binne sodanige verloftydperk val, 'n ander werkdag vir elke sodanige vakansiedag by die genoemde tydperk as 'n verdere verloftydperk met volle besoldiging gevoeg moet word.

Vir die toepassing van hierdie paragraaf het die uitdrukking „diens” dieselfde betekenis as in subklousule (6) van hierdie klousule, maar dit word beskou dat die diens 'n aanvang neem op die datum waarop die werknemer in diens van sy werkgewer getree het.

(3) Elke werkgewer moet die Sekretaris van die Raad in kennis stel wanneer eenige van sy werknemers met verlof gaan, en moet aan 'n werknemer aan wie verlof ingevolge die bepalings van subartikel (1) van hierdie artikel toegestaan is, sy besoldiging ten opsigte van die verloftydperk nie later as die laaste werkdag voor die begin van genoemde tydperk betaal nie, en die voldaan vir sodanige betaling moet aan die Sekretaris van die Raad gestuur word.

(4) 'n Werknemer wie se dienskontrak in die eerste of enige daaropvolgende diensjaar by dieselfde werkgewer eindig, voordat die verloftydperk in subklousule (1) genoem, opgehoop het, moet by sodanige beëindiging in plaas van verlof en ten opsigte van elke voltooide week van sodanige tydperk van minder as een jaar minstens $\frac{1}{25}$ van die weekloon, plus lewenskostoelae, wat hy onmiddellik voor die datum van sodanige beëindiging ontvang het, betaal word; met dien verstande dat sodanige weekloon nie minder moet wees as die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf is nie.

(5) 'n Werknemer wat geregtig is op 'n verloftydperk kragtens subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging ten opsigte van sy verlof die bedrae in subklousules (1) en (4) genoem, betaal word.

(6) Vir die doel van hierdie artikel word dit beskou dat die uitdrukking „diens” 'n tydperk of tydperke insluit wanneer 'n werknemer—

- (a) afwesig is met verlof ingevolge die bepalings van subartikel (1);
- (b) verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, mee te maak;
- (c) afwesig is van werk op bevel of op versoek van sy werkgewer;
- (d) afwesig is met siekteverlof ingevolge die bepalings van artikel 10;

wat altesaam hoogstens 10 weke in 'n jaar bedra, en dit word beskou dat die diens begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms geregtig was op verlof ingevolge enige wet, loonvasstelling, ooreenkoms of uitspraak, van die datum af waarop sodanige werknemer laas op sodanige verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die aanvangsdatum van hierdie Ooreenkoms en op wie enige wet, loonvasstelling, ooreenkoms of uitspraak wat jaarlikse verlof voorskryf, van toepassing is, maar wat nie op verlof kragtens sodanige bepalings geregtig was nie, van die datum af waarop sodanige diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop sodanige werknemer in die diens van sy werkgewer getree het;

met dien verstande dat, indien die opleidingstydperk kragtens die Zuid Afrika Verdedigings Wet, 1912, van enige werknemer in enige jaar minder as 30 dae is, die tydperk van 10 weke verminder moet word met 'n tydperk wat gelyk is aan die verskil tussen die opleidingstydperk en 30 dae.

(7) Geen werknemer mag in die bedryf werk terwyl hy met jaarlikse verlof is en geen werkgewer mag 'n werknemer gedurende sy jaarlikse verloftydperk in diens neem nie.

(8) *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet volle besoldiging op alle openbare vakansiedae toegestaan word.

9. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Subject to the provisions of sub-section (2) an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave and shall in respect of each week thereof pay to such employee an amount not less than the weekly wage, plus cost of living allowance, which he was receiving immediately before commencement of such leave; provided that such weekly wage shall be not less than the weekly wage prescribed in section 4 (1) for an employee of his class.

(2) The leave referred to in sub-section (1) shall be granted at a time to be fixed by the employer; provided that—

- (i) if such leave has not been granted earlier it shall be granted within three months of the completion of the year of employment to which it relates;
- (ii) the period of such leave shall not be concurrent with sick leave granted in terms of section 10 nor with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;
- (iii) if a public holiday falls within the period of such leave another work day shall for each such holiday be added to the said period as a further period of leave on full pay.

For the purpose of this paragraph “employment” shall have the same meaning as in sub-section (6) of this section, but shall be deemed to commence from the date the employee entered his employer's service.

(3) Every employer shall notify the Secretary of the Council when any of his employees proceed on leave and shall pay to an employee to whom leave is granted in terms of sub-section (1) of this section, his pay in respect of the period of leave not later than the last working day before the commencement of the said period and the receipt for such payment shall be forwarded to the Secretary of the Council.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-section (1) has accrued, shall upon such termination be paid in lieu of leave and in respect of each completed week of such period of less than one year not less than one twenty-fifth of the weekly wage, plus cost of living allowance, which he was receiving immediately before the date of such termination; provided that such weekly wage shall be not less than the weekly wage prescribed in section 4 (1) for an employee of his class.

(5) An employee who has become entitled to a period of leave in terms of sub-section (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-sections (1) and (4).

(6) For the purpose of this section the expression “employment” shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-section (1);
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of section 10,

amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

- (i) in the case of an employee who had before the coming into force of this Agreement become entitled to leave in terms of any Law, Wage Determination, Agreement or Award, from the date on which such employment last became entitled to such leave;
- (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any Law, Wage Determination, Agreement or Award, providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
- (iii) in the case of any other employee, from the date on which such employee entered his employer's service.

Provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than thirty days the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

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

(8) *Public Holidays.*—An employee shall be entitled to and be granted leave on full pay on all public holidays.

10. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan 'n werknemer wat een maand diens by hom voltooi het, en wat van werk afwesig is as gevolg van siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaal word, altesaam 12 werkdag siekteverlof in 'n jaar diens in die bedryf toestaan, en moet ten opsigte van elke sodanige werkdag een-sesde van die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, aan hom betaal; met dien verstande dat die werkgewer die voorlegging van 'n sertifikaat, deur 'n geregistreerde geneesheer onderteken, kan eis, wat die aard en die duur van die werknemer se siekte ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, aandui; met dien verstande dat siekteverlof nie met verpligte opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, mag saamval nie.

(2) Vir die doel van hierdie artikel is die uitdrukking „'n jaar diens” die jaar wat volg op die datum waarop hierdie Ooreenkoms in werking tree.

11. FONDSE VAN DIE RAAD.

Die Raad se fondse wat by die Raad berus en deur hom bestuur word, moet op die volgende wyse verskaf word:—

- (a) 'n Werkgewer moet ten opsigte van elke inrigting wat hy besit of bestuur, 'n jaarlikse bydrae van 10s. 6d. aan die Raad betaal; met dien verstande dat as daar geen eerste slagter of slagter in 'n inrigting wat hy besit of bestuur, in diens is nie, die werkgewer 'n jaarlikse bydrae van £2. 2s. ten opsigte van sodanige inrigting aan die Raad moet betaal. Die eerste jaarlikse betaling is betaalbaar op die datum waarop hierdie Ooreenkoms in werking tree, of op die datum waarop hy tot die bedryf toetree, nl. die laaste van die twee datums, en moet binne twee weke na die datum waarop dit verskuldig is, betaal word. Daaropvolgende jaarlikse betalings is betaalbaar op dieselfde datums in die jare daarna.
- (b) Ses pennies per week moet deur elke werkgewer van die lone van al sy werknemers wat 50s. of meer per week, maar hoogstens 100s. per week ontvang, afgetrek word, en 1s. per week van die lone van alle werknemers wat meer as 100s. per week ontvang; met dien verstande dat vir die vastelling van die weekloon van maandeliks betaalde werknemers, die maandloon van die werknemer deur 4½ gedeel moet word.
- (c) Die volle bedrag wat aldus kragtens subklousule (b) afgetrek word, tesame met 'n gelyke bedrag wat deur die werkgewer bygedra word, moet deur laasgenoemde aan die Sekretaris, Posbus 931, Pretoria, of op voor die 10de dag van elke maand wat volg op die maand ten opsigte waarvan die betalings verskuldig is, gestuur word.

12. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) (a) Elke werkgewer in die Kleinhandelverleisbedryf moet binne een maand van die datum af waarop hierdie Ooreenkoms in werking tree, en elke werknemer wat na daardie datum in die Kleinhandelverleisbedryf begin, moet binne een maand van die datum waarop hy werskaamhede aanvaar, die Sekretaris van die Raad verwittig van—

- (i) sy handelsnaam voluit;
- (ii) die naam en adres van die eienaar, vennote of direkteure, na gelang van die geval, voluit;
- (iii) sy besigheidsadres;
- (iv) die naam van elke werknemer voluit, die aard van sy werk en sy loon.

(b) Ingeval 'n vennootskap ontbind of die direksie verander word, moet die sekretaris binne een maand na die datum van die ontbinding, skriftelik daarvan verwittig word.

(c) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van enige verandering van werknemers binne 14 dae na die datum van die verandering.

(2) Die Sekretaris van die Raad moet 'n register byhou van al die werkgewers en werknemers wat in subartikel (1) van hierdie artikel genoem word.

13. GETALLEVERHOUDING VAN WERKNEMERS.

(1) Een eerste slagter moet in 'n inrigting in diens wees voordat 'n slagter in diens geneem mag word, en vir elke eerste slagter of slagter in diens mag hoogstens een leerlingslagter in diens geneem word.

(2) Vir die toepassing van hierdie artikel moet elke werkgewer wat werklik die werk van 'n slagter doen, as 'n eerste slagter beskou word.

(3) Ingeval 'n werkgewer sake in meer as een inrigting doen, moet elkeen van hierdie inrigtings as 'n aparte inrigting beskou word en mag hy nie as 'n eerste slagter vir meer as een sodanige inrigting beskou word nie.

(4) In die geval van maatskappye word die besturende direkteur en/of direkteure vir die toepassing van hierdie artikel as werkgewers beskou.

10. SICK LEAVE.

(1) An employer shall grant to his employee who has completed one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, twelve work days' sick leave in the aggregate during any one year of employment in the trade, and shall pay to him in respect of each such workday one-sixth of the weekly wages he was receiving immediately before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner, showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed; provided that sick leave shall not run concurrently with compulsory training under the South Africa Defence Act, 1912.

(2) For the purpose of this section the expression "year of employment" shall be the year following the date on which this Agreement comes into force.

11. 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) An employer shall in respect of each establishment he owns or conducts, pay to the Council an annual contribution of 10s. 6d.; provided that, if a butcher (first) or butcher is not employed in any establishment he owns or conducts, the employer shall pay to the Council an annual contribution of £2. 2s. in respect of such establishment. The first annual payment shall become due on the date of coming into force of this Agreement, or the date on which he enters the trade, whichever is the later, and shall be paid within two weeks of the date due. Subsequent annual payments shall become payable on the same dates in succeeding years.
- (b) Sixpence per week shall be deducted by each employer from the wages of all employees receiving 50s. per week or more but less than 100s. per week and one shilling per week from the wages of all employees earning more than 100s. per week; provided that for the purpose of determining the weekly wage in the case of monthly paid employees, the monthly wage of the employee shall be divided by four and one-third.
- (c) The total amount so deducted in terms of sub-clause (b) together with an equal amount which shall be contributed by the employer shall be forwarded by the latter to the Secretary, P.O. Box 931, Pretoria, not later than the tenth day of each month following the month in respect of which such payments are due.

12. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) (a) Every employer in the Retail Meat Trade shall within one month from the date on which this Agreement comes into operation, and every employer entering the Retail Meat Trade after that date shall within one month from the date of commencement of operations by him, advise the Secretary of the Council in writing of—

- (i) the full name and title of his business;
- (ii) the full name and address of the proprietor, partners or directors, as the case may be;
- (iii) his business address;
- (iv) the full names of each employee, the capacity in which he is employed and the wages paid.

(b) In the event of a dissolution of partnership or change in directorate taking place, the facts must be notified, in writing, to the Secretary within one month of the date thereof.

(c) Every employer shall forward to the Secretary a notification of all engagements or discharges of employees within fourteen days of the date upon which such changes take effect.

(2) The Secretary shall maintain a register of all employees and employers referred to in sub-section (1) of this section.

13. PROPORTION OR RATIO OF EMPLOYEES.

(1) One butcher (first) shall be employed in an establishment before a butcher may be employed, and for every butcher (first) or butcher employed not more than one butcher (learner) may be employed.

(2) For the purpose of this section, any employer who is actually engaged in doing the work of a butcher shall be deemed to be a butcher (first).

(3) Where an employer carries on business in more than one establishment, each such establishment shall be deemed to be a separate establishment and he shall not be deemed to be a butcher (first) for more than one such establishment.

(4) In the case of companies, the managing director and/or directors shall for the purpose of this section, be regarded as employers.

14. ORGANISASIE.

(1) Geen werkgewer wat lid van die werkgewersorganisasie ooreenkomstig die konstitusie van die werkgewersorganisasie is, mag 'n werknemer, wat in aanmerking kom vir lidmaatskap van die vakvereniging, in sy diens neem of voortgaan om hom in diens te hou indien hy nie ingevolge die bepalings van die konstitusie van die vakvereniging 'n lid is of indien sy lidmaatskap by dié vakvereniging deur die vakvereniging ooreenkomstig die bepalings van die konstitusie van die vakvereniging opgeskort is nie.

(2) Niemand wat ooreenkomstig die konstitusie van die vakvereniging 'n lid van die vakvereniging is, mag werk aanneem van of voortgaan om in die diens van 'n persoon te bly wat in aanmerking kom vir lidmaatskap van die werkgewersorganisasie nie en—

- (a) wat nie 'n lid van die werkgewersorganisasie is nie; of
- (b) wie se lidmaatskap van dié werkgewersorganisasie deur die werkgewersorganisasie ooreenkomstig die konstitusie van die werkgewersorganisasie opgeskort is.

(3) (a) Enigeen vir wie lidmaatskap van die vakvereniging of van die werkgewersorganisasie geweier is, kan binne 30 dae nadat hy in kennis gestel is van die weiering, die weiering skriftelik by die Raad aanmeld, wat dit dan moet oorweeg. Indien die Raad na oorweging van die weiering tevrede is dat lidmaatskap van 'n party by hierdie Ooreenkoms sonder 'n redelike oorsaak vir so 'n persoon geweier is, kan hy verklaar dat subartikel (1) of (2) van hierdie artikel nie van toepassing op die persoon is nie, en as die Raad so 'n verklaring doen, moet hy die verklaring skriftelik voorlê aan die party by hierdie Ooreenkoms wat lidmaatskap aan die persoon geweier het. Onmiddellik nadat die Raad verklaar het dat subartikel (1) of (2) van hierdie artikel nie van toepassing moet wees op so 'n persoon vir wie lidmaatskap van 'n party by hierdie Ooreenkoms geweier is nie, is subartikel (1) of (2) van hierdie artikel nie van toepassing op so 'n persoon nie.

(b) Indien die Raad na oorweging van die saak nie verklaar dat die weiering tot lidmaatskap vir 'n persoon deur 'n party by hierdie Ooreenkoms sonder 'n redelike oorsaak is nie, kan die persoon die feite aan d'e Minister van Arbeid voorlê en indien die Minister, na beraadslaging met die Raad, aldus besluit, is subartikel (1) of (2) van hierdie artikel met ingang van die datum wat deur die Minister vasgestel word, nie op so 'n persoon van toepassing nie.

(c) Vir die gerief van werkgewers by die nakoming van die bepalings van hierdie artikel, is die voorlegging van 'n lidmaatskapkaart van die vakvereniging deur 'n werknemer wat geldig is vir die lopende jaar, 'n bewys van lidmaatskap van die vakvereniging van die werknemer. Die besit van so 'n kaart verleen egter nie groter regte aan die houder daarvan nie as dié waartoe hy ingevolge die bepalings van die konstitusie van die vakvereniging geregtig is nie, te meer ten opsigte van die lidmaatskapstatus in die vakvereniging, en indien lidmaatskap van die vakvereniging so 'n persoon ontnem of opgeskort word, kom hy nie in aanmerking vir diens by 'n persoon wat 'n lid van die werkgewersorganisasie is nie; ook mag hy nie voortgaan om daar te werk nie, niteenstaande die feit dat hy in besit is van 'n lidmaatskapkaart van sodanige vakvereniging.

(4) 'n Persoon wat behoorlik skriftelik deur die Raad gemagtig is, kan enige kleinhandelsgatierswinkel binnegaan op 'n tyd wat vir die werkgewer gerieflik is vir die doel om—

- (a) werknemers in verband met vakverenigingsake te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings uit te deel wat deur die vakvereniging uitgegee word.

(5) Die bepalings van hierdie artikel is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande wat hy in die bedryf begin werk het, weer om versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie artikel onmiddellik van toepassing word.

15. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om enige goeie en voldoende rede verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling kragtens die bepalings van subartikel (1) van hierdie artikel verleen word, die voorwaardes waarop en die tydperk waarvoor sodanige vrystelling verleen word, vasstel; met dien verstande dat die Raad na goedgekeurde en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystelling kan herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes ooreenkomstig die bepalings van subartikel (2) van hierdie artikel vasgestel waarop die vrystelling toegestaan word; en
- (d) die tydperk waarvoor die vrystelling geldig is.

14. ORGANISATION.

(1) No employer who is a member of the employers' organisation in accordance with the constitution of such employers' organisation shall employ, or continue to employ an employee who is eligible for membership of the trade union and who is not a member in terms of the constitution of such trade union or whose membership of such trade union has been suspended by the trade union in accordance with the provisions of the constitution of the trade union.

(2) No person who is a member of the trade union in accordance with the constitution of such trade union shall accept employment with, or continue in the employ of any person who is eligible for membership of the employers' organisation and—

- (a) who is not a member of such employers' organisation; or
- (b) whose membership of such employers' organisation has been suspended by the employers' organisation in accordance with the constitution of the employers' organisation.

(3) (a) Any person who has been refused membership of the trade union or the employers' organisation may, within 30 days of being notified of such refusal, report such refusal in writing to the Council which shall consider such report. If the Council, after consideration of such report, is satisfied that membership of a party to this Agreement has been refused to such person without reasonable cause, it may declare that sub-section (1) or (2) of this section shall not apply to such person, and should the Council so declare, it shall convey such declaration, in writing, to the party to this Agreement who has refused membership to such person. Immediately the Council declares that sub-section (1) or (2) of this section shall not apply to such person who has been refused membership of a party to this Agreement, sub-section (1) or (2) of this section shall not apply to such person.

(b) If the Council after consideration of such matter does not declare the refusal of membership to any person by a party to this Agreement to be without reasonable cause, such person may report the facts to the Minister of Labour, and if the Minister, after consultation with the Council, so decides, sub-section (1) or (2) of this section shall not apply to such person with effect from the date specified by the Minister.

(c) For the convenience of employers in complying with the provisions of this section, the production by an employee of membership card of the trade union valid for the current year shall be proof of membership of the trade union of such employee. Possession of such card shall not, however, confer on its holder any greater rights than the holder is entitled to in terms of the constitution of the trade union, more especially in regard to the membership status in the trade union, and should such member be removed or suspended from membership of the trade union, he shall not be eligible for engagement by nor for continued employment with any person who is a member of the employers' organisation, notwithstanding such trade union member's possession of a membership card.

(4) A person duly authorised thereto in writing by the Council may enter any retail butcher shop at a time convenient to the employer for the purpose of—

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

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

15. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) Die Sekretaris van die Raad moet—

- (a) alle uitgereikte sertifikate in volgorde nommer;
- (b) 'n afskrif van elke uitgereikte sertifikaat bewaar; en
- (c) ingeval vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer en 'n verdere afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Pretoria, stuur.

16. PREMIES.

Geen premie vir die opleiding van 'n werknemer mag deur 'n werkgewer gevorder of aangeneem word nie.

17. BESTAANDE KONTRAKTE.

(1) Enige dienskontrak wat van krag is op die aanvangsdatum van hierdie Ooreenkoms is onderworpe aan die bepalings van die Ooreenkoms.

(2) Alle lone wat in hierdie Ooreenkoms voorgeskrif word is minimum lone en die betaling van lone teen 'n hoër skaal word nie verbied nie.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n duidelik sigbare plek in sy inrigting, wat maklik toeganklik is vir sy werknemers, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale vertoon en vertoon hou.

19. INDIENSNEMING VAN SEKERE PERSONE.

Geen werkgewer mag 'n persoon onder 16 jaar in diens hê nie.

20. AGENTE.

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

Elke werkgewer en wernemer is verplig om dié agente toe te laat om die ondersoek in te stel en die boeke en/of stukke te ondersoek wat vir hierdie doel nodig mag wees.

21. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak van enige van sy werknemers, uitgesonderd 'n slagtersassistent of 'n arbeider, aan sodanige werknemer kosteloos 'n dienssertifikaat verskaf waarin die name van die werkgewer en die werknemer vuluit, die aard en die tydperk van diens en die besoldigingskaal op die datum van sodanige beëindiging vermeld word.

22. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder diensopsegging te beëindig, om 'n rede wat wetlik as voldoende erken word;
- (b) die bepalings van enige skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n tydperk stipuleer wat langer is as dié wat hierin bepaal word;

moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, 24 uur kennis gee gedurende die eerste twee weke van diens en daarna een week kennis gee van sy voorneme om die dienskontrak te beëindig.

Die kennisgewing hierbo genoem, tree in werking van die tyd af wanneer dit gegee word en moet, uitgesonderd in die geval van arbeiders, skriftelik wees.

(2) Indien 'n werkgewer of 'n werknemer versuim om kennis te gee soos by subklousule (1) hiervan vereis, moet hy onderskeidelik betaal of verbeur—

- (a) in die geval van 'n kennisgewing van 24 uur, 'n bedrag gelyk aan een dag se besoldiging;
- (b) in die geval van 'n kennisgewing van een week, 'n bedrag gelyk aan een week se besoldiging.

(3) Nieteenstaande andersluidende bepalings in hierdie Ooreenkoms, is die werkgewer, ingeval geld wat deur die werkgewer aan die werknemer verskuldig is by wyse van lone, onvoldoende is om die volle bedrag van die verbeuring te dek wat in subartikel (2) van hierdie artikel genoem word, geregtig om dié bedrag te behou uit ander voordele (as daar so iets is) wat besig is om vir die werknemer op te loop ten tyde van die beëindiging van sy dienskontrak.

Vir die toepassing van hierdie subartikel moet enige betaling wat ingevolge artikel 9 (2) van hierdie Ooreenkoms aan 'n werknemer verskuldig is, as 'n voordeel beskou word wat aan die oploop is.

(4) Ingeval 'n ooreenkoms kragtens subartikel (1) (b) van hierdie artikel gesluit word, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die diensopseggings-tyd waartoe ooreengekom is.

(5) Die diensopsegging wat in subartikel (1) genoem word, mag nie met jaarlikse verlof kragtens artikel 10 of met siekteverlof kragtens artikel 11 saamval nie.

Namens die partye by die Nywerheidsraad vir die Kleinhandel- en Vleisbedryf (Pretoria), op hede die Tweede dag van Augustus 1955 in Pretoria onderteken.

J. KOPUIT, *Voorsitter.*

G. C. DU TOIT, *Ondervoorsitter.*

N. W. GELDENHUIS, *Sekretaris.*

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted, forward a copy of the licence to the employer and employee concerned and a further copy to the Divisional Inspector, Department of Labour, Pretoria.

16. PREMIUMS.

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

17. EXISTING CONTRACTS.

(1) Any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of the Agreement.

(2) In this Agreement all wages prescribed are the minimum rates and the payment of higher rates of wages is not prohibited.

18. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees a legible copy of this Agreement in both official languages.

19. EMPLOYMENT OF CERTAIN PERSONS.

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

20. AGENTS.

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

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

21. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, other than a butcher's assistant or a labourer, furnish such employee free of charge with a certificate of service showing the full names of the employer and employee, the nature and period of employment and the rate of remuneration at the date of such termination.

22. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

- (a) the right of an employer or an employee to terminate a contract of employment without notice, for any good cause recognised by law as sufficient;
- (b) the provisions of any written agreement between employer and employee stipulating a period of notice in excess of that provided for herein;

an employer or his employee, other than a casual employee shall give twenty-four hours' notice during the first two weeks of employment and thereafter one week's notice of his intention to terminate the contract of employment.

The notice referred to above shall take effect from the time it is given and shall be given in writing, except in the case of labourers.

(2) In the event of an employer or an employee failing to give notice as provided for in sub-section (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of twenty-four hours' notice an amount equal to one day's remuneration;
- (b) in the case of one week's notice an amount equal to one week's remuneration.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in sub-section (2) of this section, the employer shall be entitled to retain such amount from other benefits (if any) which were in the process of accrual to such employee at the time of termination of his contract of employment.

For the purpose of this sub-section any payment which may be due to an employee in terms of section 9 (2) of this Agreement, shall also be regarded as a benefit in the process of accrual.

(4) When an agreement is entered into in terms of sub-section 1 (b) of this section, the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(5) The notice referred to in sub-section (1) shall not run concurrently with annual leave, in terms of section 10, or sick leave, in terms of section 11.

Signed at Pretoria on behalf of the parties to the Industrial Council for the Retail Meat Trade (Pretoria) this 2nd day of August, 1955.

J. KOPUIT, *Chairman.*

G. C. DU TOIT, *Vice-Chairman.*

N. W. GELDENHUIS, *Secretary.*

AANHANGSEL A.—ANNEXURE A.

NYWERHEIDSRAAD VIR DIE KLEINHANDELVLEISBEDRYF (PRETORIA).
INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE (PRETORIA).MAANDELIKSE OPGAWES DEUR WERKGEWERS—NYWERHEIDSOOREENKOMS KLOUSULE 5 (3) (e)—11.
MONTHLY RETURNS BY EMPLOYERS—INDUSTRIAL AGREEMENT CLAUSES 5 (3) (e)—11.

Geliewe dié staat, tesame met raadsheffings en vakbondgelde, te stuur aan:—

Kindly return this Statement together with Council Levies and Union Fees to:—

Die Sekretaris,

The Secretary,

Posbus/P.O. Box 931,

Pretoria.

Naam van maatskappy/vennootskap/firma/slaghuis

Name of company/partnership/firm/butchery

Pos- en kantooradres

Postal and office address

Bydraes vir die maand/e

Demands for the month/s

Name van werknemers. <i>Names of Employees.</i>	Hoedanigheid waarin werksaam. <i>Capacity in which Employed.</i>	Loonskaal per week of per maand. <i>Rate of Pay per Week or Month.</i>	Werknemersbydraes. <i>Employee's Contributions.</i>		Werkgewers- bydraes. <i>Employer's Contributions.</i>	Totaal. <i>Total.</i>	
			Vakbondgelde. <i>Union Fees.</i>	Raadsgelde. <i>Council Fees.</i>			
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.

Handtekening van werkgewer/Signature of Employer.



Wapen van die
Unie van Suid-Afrika
In Kleure

Groot $11\frac{1}{2}$ duim by 9 duim

+
Herdruk volgens plan opgemaak
deur die Kollege van Heraldiek

+

PRYS:

2s. per kopie, posvry in die Unie

2s. 6d. per kopie buite die Unie

Verkrygbaar by die Staatsdrukker
Pretoria en Kaapstad



Union of South Africa
Coat of Arms
In Colours

Size: $11\frac{1}{2}$ inches by 9 inches

+
Reprinted to design prepared
by the College of Heraldic

+

PRICE:

2s. per copy, post free within the Union

2s. 6d. per copy outside the Union

Obtainable from the Government Printer
Pretoria and Cape Town

Koop Unie-leningsertifikate

Buy Union Loan Certificates

INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID”

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENGELD: In die Unie van S.A., Suidwes-Afrika, Betsjoeanaland-Protektoraat, Swasieland, Basoetoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenwoordigers het, lyste van handelsnavrae, besonderhede in verband met nywerheidsbedrywighe in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



“COMMERCE & INDUSTRY”

*The monthly Journal
of the Department of Commerce and Industries*

SUBSCRIPTION: In the Union of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, Southern and Northern Rhodesia, Mocambique, Angola, Belgian Congo, Nyassaland, Tanganyika, Kenya and Uganda—6d per copy or 5/- (7/6 elsewhere) per annum, payable in advance to The Government Printer, Pretoria

PUBLISHED IN BOTH OFFICIAL LANGUAGES

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in the Union, the latest Departmental information on market possibilities for Union products in countries at present covered by the Union's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in the Union, the latest information on price and commodity control, most reports (unabridged) of the Board of Trade and Industries, and articles of a general nature in connection with commerce and industry