



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

VOL. CLXXXVII.] PRYS 6d. PRETORIA, 22 FEBRUARIE 1957.
22 FEBRUARY

PRICE 6d.

[No. 5826.]

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermenskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 292.] [22 Februarie 1957.

WET OP NYWERHEIDSVERSOENING, 1956.

VLEISBEDRYF, OOS-LONDEN.

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Vleisbedryf, Oos-Londen, betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 1, 2, 20 en 21, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Bedryf in die magistraatsdistrik Oos-Londen; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 1, 2, 20 en 21, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, in die magistraatsdistrik Oos-Londen *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK.
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 292.] [22 February 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

MEAT TRADE, EAST LONDON.

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

(a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Meat Trade, East London, 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 employees who are members of that organisation or that union;

(b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 1, 2, 20 and 21, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Trade in the Magisterial District of East London; and

(c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in the said Agreement, excluding clauses 1, 2, 20 and 21, shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK.
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE VLEISBEDRYF
(OOS-LONDEN).

OOREENKOMS

ingevolge die bepalings van die Nywerheids-versoeningswet, No. 36 van 1937, gesluit en aangegaan tussen die—

East London Meat Traders Association

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

East London Meat Trade Union

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

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat die vleisbedryf beoefen, en deur alle werknemers wat lede van die vakvereniging is en in daardie bedryf in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet vasgestel word en bly twee jaar lank van krag of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en wat in die Wet omskryf is, het dieselfde betekenis as in die Wet. Enige verwysings na 'n Wet sluit enige wysigings daarvan in, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts, tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheids-versoeningswet, No. 36 van 1937;

„eerste blokman”, 'n gekwalifiseerde blokman in beheer van 'n kleinhandelslaghuis waarin een of meer blokmanne in diens is;

„gekwalifiseerde blokman”, 'n werknemer, uitgesonderd 'n los blokman, 'n blokman se assistent, of 'n arbeider, wat vleis opsy en wat klante in 'n kleinhandelslaghuis bedien en daarbenewens enige ander nodige werk in 'n slaghuis kan doen, met minstens vyf jaar ondervinding;

„ongekwalifiseerde blokman”, 'n werknemer met minder as vyf jaar ondervinding in die vleisbedryf, en wat in diens is om die werk van 'n blokman te leer;

„blokman se assistent”, 'n werknemer, uitgesonderd 'n ongekwalifiseerde blokman, of arbeider, wat onder toesig van 'n gekwalifiseerde blokman die blokman behulpsaam is met die opsy van vleis vir verkoop, wors maak, vleis maal en/of pomp, en wat nie-blanke klante kan bedien;

„klerklike werknemer”, 'n werknemer wat uitsluitlik of hoofsaaklik enige soort klerklike werk verrig, en sluit 'n kassier, telefonis en boekhouer in;

„klerklike werknemer, gekwalifiseer”, 'n manlike klerklike werknemer met minstens sewe jaar ondervinding, of 'n vroulike klerklike werknemer met minstens vier jaar ondervinding, na gelang van die geval;

„los blokman”, 'n werknemer wat vir hoogstens drie dae in enige enkele week die werk van 'n blokman doen;

„los werknemer”, 'n werknemer, uitgesonderd 'n blokman, wat vir hoogstens drie dae in enige enkele week by 'n bepaalde werkgewer in diens is;

„Raad”, die Nywerheidsraad vir die Vleisbedryf (Oos-Londen) wat ingevolge die bepalings van artikel *negentien* van die Nywerheids-versoeningswet, 1937, geregistreer is;

„inrigting”, 'n plek waar die vleisbedryf beoefen word;

„ondervinding”, die totale duur van alle dienstdyke van 'n werknemer in een of meer beroepe in die vleisbedryf, voor sowel as na die datum waarop hierdie Ooreenkoms in werking tree, en sluit enige tydperk of tydperke in wat altesaam nie meer as een maand gedurende 'n tydperk van twaalf (12) agtereenvolgende maande is nie, waarin 'n werknemer van die werk afwesig was weens oorsake buite die werknemer se beheer;

„Oos-Londen”, die magistraatsdistrik Oos-Londen;

„uurloon”—

(1) die dagloon gedeel deur 8 ten opsigte van werknemers vir wie lone in klousule 4 (c) voorgeskryf word;

(2) die weekloon gedeel deur—

(a) 46 ten opsigte van werknemers vir wie lone in klousule 4 (a), (d) en (h) voorgeskryf word;

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

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

(3) die maandloon gedeel deur 200 ten opsigte van werknemers vir wie lone in klousule 4 (b) en (f) voorgeskryf word;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MEAT TRADE,
EAST LONDON.

AGREEMENT

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

The East London Meat Traders Association

(hereinafter referred to as the “employers” or the “employer's organisation”), of the one part, and

The East London Meat Trade Union

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed within the Magisterial District of East London by all employers who are members of the employer's organisation and who are engaged in the Meat Trade, and by all employees who are members of the trade union and who are employed in that trade 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 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 meaning as in the Act. Any reference to an Act shall include any amendments thereto, and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, No. 36 of 1937;

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

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

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

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

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

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

“casual blockman” means an employee who is employed on the work of a blockman for not more than three days in any one week;

“casual employee” means an employee, other than a blockman, who is employed by a particular employer for not more than three days in any one week;

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

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

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

“East London” means the Magisterial District of East London;

“hourly wage” means—

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

(2) the weekly wage divided by—

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

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

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

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

„arbeider”, ’n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:—

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

„lewende hawe”, enige bul, jong bul, koei, vers, jong os, kalf, skaap lam, bok, vark of ander viervoetige dier bestem vir menslike verbruik;

„motorvoertuigdrywer”, ’n werknemer wat uitsluitlik of hoofsaaklik ’n motorvoertuig dryf, wat gebruik word vir die vervoer van goedere, met inbegrip van lewende hawe;

„vleisbedryf”—

- (a) sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die hantering van vleis, hetsy vir die groot- of kleinhandel, met inbegrip van die bereiding van vleisprodukte as dit onder gewone omstandighede met die klein- of groothandelslaghuis-besigheid geassosieer word en met inbegrip van die beroepe en werksaamhede wat daaraan verbonde is as dit aldus daarmee geassosieer word. Vir die toepassing van hierdie woordskrywing omvat vleis ook vis en pluimvee;
- (b) die slag van lewende hawe en die preserving of bereiding van die karkasse of enige gedeelte daarvan vir verkoop;

„deeltydse werknemer”, ’n werknemer wat as sodanig vir hoogstens 24 gewone uur in enige week in diens is;

„winkelbediende”, ’n vroulike persoon wat bestellings opmaak en toedraai, aantekening hou van die hoeveelhede en/of gewigte van goedere, goedere vir aflewering weeg, vleisprodukte afweeg en verkoop en gekookte en/of behandelde vleis en/of vars vleis wat vooraf gesny is, opсны en/of in skyfies sny en verkoop;

„Sekretaris”, die Sekretaris van die Nywerheidsraad vir die Vleisbedryf (Oos-Londen);

„hoofslagter”, ’n slagter in beheer van een of meer slagters;

„slagter, 1ste graad”, ’n werknemer wat lewende hawe doodmaak en/of doodmaak deur bloedlating en karkasse afslag en/of skoonmaak;

„slagter, 2de graad”, ’n werknemer wat een of meer van ’n slagter, 1ste graad, se pligte uitvoer onder die toesig van ’n slagter, 1ste graad, of ’n hoofslagter;

„slagtersassistent”, ’n werknemer wat, onder toesig van ’n slagter, 1ste graad, die slagter behulpsaam is by die slagpale, maar nie enige van ’n slagter se pligte uitvoer nie;

„vervaardiger van vleisprodukte en/of spekbereier”, ’n werknemer, uitgesonderd ’n arbeider, wat wors, polonies, bloedwors, sult of enige vleisprodukt maak wat bedoel is vir menslike verbruik en/of vleis kook of preserveer en/of spek berei;

„vervaardiger van vleisprodukte en/of ’n spekbereier, gekwalifiseer”, ’n vervaardiger van vleisprodukte en/of ’n spekbereier met minstens vyf jaar ondervinding;

„vervaardiger van vleisprodukte en/of ’n spekbereier, ongekwalifiseer”, ’n vervaardiger van vleisprodukte en/of ’n spekbereier met minder as vyf jaar ondervinding.

4. LONE.

Geen lone wat laer is as onderstaande mag deur ’n werkgever betaal of deur ’n werknemer aangeneem word nie:—

	Per week.		
	£	s.	d.
(a) Eerste blokman	7	2	6
Blokman gekwalifiseer	6	2	6
Vervaardiger van vleisprodukte en/of ’n spekbereier, gekwalifiseer	6	2	6

	Per maand.		
	£	s.	d.
(b) (i) Klerklike werknemer (manlik, gekwalifiseer)	26	10	0
(ii) Klerklike werknemer (manlik, ongekwalifiseer—			
gedurende eerste jaar ondervinding	7	0	0
gedurende tweede jaar ondervinding	10	0	0
gedurende derde jaar ondervinding	13	5	0
gedurende vierde jaar ondervinding	16	10	0
gedurende vyfde jaar ondervinding	20	0	0
gedurende sesde jaar ondervinding	23	10	0
gedurende sewende jaar ondervinding	25	0	0

(c) Los blokman, £1. 2s. 6d. per dag of gedeelte daarvan. Los werknemer: ’n Bedrag *pro rata* vir die werklike tydperk wat deur hom gewerk is teen die voorgeskrewe skaal wat van toepassing is op die klas werk wat hy verrig.

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

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

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

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

„Meat Trade” means—

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

„part time employee” means an employee who is employed as such for not more than twenty-four ordinary hours in any one week;

„shop assistant” means a female who assembles and parcels orders, records quantities and/or weights of goods, weighs goods for delivery, weighs and sells smallgoods and cutting and/or slicing and selling of cooked and/or processed meat, and/or pre-cut fresh meat;

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

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

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

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

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

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

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

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

4. WAGES.

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

	Per week.		
	£	s.	d.
(a) First blockman	7	2	6
Blockman, qualified	6	2	6
Smallgoodsman and/or bacon curer (qualified)	6	2	6

	Per Month.		
	£	s.	d.
(b) (i) Clerical employee (qualified male)	26	10	0
(ii) Clerical employee (unqualified male)—			
during first year of experience	7	0	0
during second year of experience	10	0	0
during third year of experience	13	5	0
during fourth year of experience	16	10	0
during fifth year of experience	20	0	0
during sixth year of experience	23	10	0
during seventh year of experience	25	0	0

(c) Casual blockman: £1. 2s. 6d. per day or part thereof. Casual employee: *pro rata* amount for the actual period worked by him at the prescribed rate applicable to the class of work he performs.

	Per week.		
	£	s.	d.
(d) Ongekwalifiseerde blokmán en/of vervaardiger van vleisprodukte en/of 'n spekbereier—			
gedurende eerste jaar ondervinding ...	2	10	0
gedurende tweede jaar ondervinding ...	3	5	0
gedurende derde jaar ondervinding ...	3	15	0
gedurende vierde jaar ondervinding ...	4	5	0
gedurende vyfde jaar ondervinding ...	5	5	0
(e) Arbeider (18 jaar en ouer) ...	1	10	0
Arbeider (onder 18 jaar) ...	0	19	9
	Per maand.		
	£	s.	d.
(f) (i) Klerklike werknemer (vroulik), gekwalifiseer ...	14	10	0
(ii) Klerklike werknemer (vroulik), ongekwalifiseer—			
gedurende eerste jaar ondervinding ...	8	0	0
gedurende tweede jaar ondervinding ...	9	10	0
gedurende derde jaar ondervinding ...	11	10	0
gedurende vierde jaar ondervinding ...	13	10	0
	Per week.		
	£	s.	d.
(g) Motorvoertuigdrywers ...	3	0	0
Drywer van 'n diervoertuig ...	1	5	0
(h) Hoofslagter ...	6	0	0
Slagter, 1ste graad ...	6	0	0
Slagter, 2de graad ...	3	5	0
Slagterassistent ...	1	17	6
Blokmán se assistent ...	1	10	0
(f) Winkelbediende ...	2	15	0
(f) Deeltydse werknemer: Minstens 60 persent van die loon van 'n gekwalifiseerde werknemer teen die voorgeskrewe skaal van toepassing op die klas van werk wat hy verrig.			
(k) Benewens die loon wat ingevolge die bepalings van hierdie klousule aan 'n werknemer betaalbaar is, moet 'n werkgewer op elke betaaldag aan sodanige werknemer 'n lewenskostetoelae betaal van minstens die bedrag wat in Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, vasgestel is.			

5. BETALING VAN LONE EN LOONSKALE.

(1) Lone, oortydloonskale en ander besoldiging moet weekliks op Saterdag in kontant aan werknemers wat op 'n weeklikse basis in diens is, betaal word, of maandeliks 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 sodanige werknemers plaasvind.

(2) Geen werknemer kan verplig word om as deel van sy dienskontrak by die werkgewer of by 'n plek wat deur die werkgewer aangewys word, te looser of in te woon, of om goedere van sy werkgewer te koop nie. 'n Werknemer wat instem om losies of inwoning van losies sowel as inwoning van sy werkgewer aan te neem, kan nie verplig of toegelaat word om meer per week te betaal nie as—

	Vir losies en inwoning.		Slegs vir losies.		Slegs vir inwoning.	
	s.	d.	s.	d.	s.	d.
Arbeiders ...	5	0	3	0	2	0
Alle ander werknemers ...	15	0	10	0	5	0

(3) Behoudens die bepalings van klousule 18, kan geen boetes gehef of bedrae van enige aard afgetrek word van die bedrae wat aan 'n werknemer verskuldig is vir lone en oortydwerk nie; met dien verstande dat—

- waar 'n werknemer van die werk af wegbly, 'n bedrag in verhouding tot sodanige afwesigheid afgetrek kan word;
- in die geval van 'n werknemer wat instem om losies en/of inwoning aan te neem, die werkgewer 'n bedrag van sodanige bedrae kan aftrek wat nie die bedrag wat in subklousule (2) van hierdie artikel bepaal word, te bowe gaan nie;
- waar 'n werkgewer kragtens enige wet, ordonnansie of regs-geding verplig is om vir of ten behoeve van 'n werknemer 'n betaling te doen, enige sodanige bedrag wat aldus betaal is, afgetrek kan word;
- met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siekte-, bystand-, versekerings-, spaar-, voorsorgs- of pensioenfondse of ledelgelede aan 'n vakvereniging afgetrek kan word;
- wanneer die gewone werkure in klousule 7 voorgeskryf, weens korttyd verminder word, 'n bedrag ten opsigte van elke uur van sodanige vermindering van die werknemer se weeklikse loon, gedeel deur die getal gewone werkure wat sodanige werknemer in 'n week gewerk het, afgetrek kan word; met dien verstande dat geen afrekkings gemaak mag word—

- in die geval van korttyd wat as gevolg van 'n tekort aan grondstowwe ontstaan, tensy die werkgewer sy werknemer vier-en-twintig uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;

	Per Week.		
	£	s.	d.
(d) Unqualified blockman and/or smallgoodsman and/or bacon curer—			
during first year of experience ...	2	10	0
during second year of experience ...	3	5	0
during third year of experience ...	3	15	0
during fourth year of experience ...	4	5	0
during fifth year of experience ...	5	5	0
(e) Labourer (18 years old and over) ...	1	10	0
Labourer (under 18 years) ...	0	19	9
	Per Month.		
	£	s.	d.
(f) (i) Clerical employee (female) qualified ...	14	10	0
(ii) Clerical employee (female) unqualified—			
during first year of experience ...	8	0	0
during second year of experience ...	9	10	0
during third year of experience ...	11	10	0
during fourth year of experience ...	13	10	0
	Per Week.		
	£	s.	d.
(g) Motor vehicle drivers ...	3	0	0
Driver of animal drawn vehicle ...	1	5	0
(h) Head slaughterman ...	6	0	0
Slaughterman, 1st grade ...	6	0	0
Slaughterman, 2nd grade ...	3	5	0
Slaughterman's assistant ...	1	17	6
Blockman's assistant ...	1	10	0
(f) Shop assistant ...	2	15	0
(f) Part time employee: Not less than 60 per cent of the qualified wage at the prescribed rate applicable to the class of work he performs.			
(k) In addition to the wages payable to an employee in terms of this clause, an employer shall on each pay day pay to such employee a cost of living allowance not less than that laid down in War Measure No. 43 of 1942, as amended from time to time.			

5. PAYMENTS OF WAGES AND RATES.

(1) Wages, overtime rates and other remuneration shall be paid in cash weekly on Saturdays to employees who are employed by the week, or monthly to employees who are paid on a monthly basis, or on 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) No employee shall be required as part of contract of his employment to board or lodge with his employer or at any place nominated by his employer or to purchase any goods from his employer. 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.		For Board Only.		For Lodging Only.	
	s.	d.	s.	d.	s.	d.
Labourer ...	5	0	3	0	2	0
All other employees	15	0	10	0	5	0

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

- where an employee absents himself from work, a pro rata amount may be deducted for the period of such absence;
- an employer may deduct from such amounts, in the case of an employee who agrees to board and/or lodge with him, an amount not exceeding the amount provided for in sub-clause (2) of this clause;
- where an employer is 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;
- with the written consent of his employee, a deduction may be made for holiday, sick benefit, insurance, savings, provident or pension funds or subscriptions to a trade union;
- whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short time, a deduction may be made in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no deduction shall be made—

- in a case of short time arising out of shortage of raw materials, unless the employer has given his employee twenty-four hours notice of his intention so to reduce the ordinary hours of work;

- (ii) in die geval van korttyd wat ontstaan as gevolg van slegte weersomstandighede of 'n algemene onklaar-raking van installasie of masjinerie of 'n dreigende instorting van geboue weens ongelukke of ander onvoorsiene noodtoestande, ten opsigte van die eerste uur wat nie gewerk is nie tensy die werkgewer sy werknemer die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie.

(4) Ingeval die besigheid van 'n werkgewer nie die indiens-neming van 'n voltydse lorrydrywer vereis nie, word die werkgewer toegelaat om 'n werknemer te besoldig teen die voorgeskrewe loonskaal vir die tyd wat werklik op die lorry gewerk is. Vir die res van die werknemer se tyd moet betaal word teen die heersende loonskaal vir die soort werk wat hy verrig.

(5) 'n Werkgewer kan, indien hy dit verkies, by die Raad aansoek doen om vrystelling van klousules 7 (1) (iii), 8 (2) en 9 (1) van hierdie Ooreenkoms ten opsigte van 'n eerste blokman en/of vervaardiger van vleisprodukte soos in klousule 3 omskryf; met dien verstande dat sodanige werknemer 'n salaris van minstens £480 per jaar ontvang.

6. GETALLEVERHOUDING VAN WERKNEMERS.

(1) (a) *Slagter*.—'n Werkgewer mag nie 'n slagter, tweede graad, in diens neem nie tensy daar 'n slagter, eerste graad, by hom in diens is, en vir elke slagter, eerste graad, wat by hom in diens is, kan hoogstens twee slagters tweede graad in diens geneem word.

(b) *Slagtersassistent*.—'n Werkgewer mag nie 'n slagtersassistent in diens neem nie tensy daar 'n slagter, eerste graad of tweede graad, by hom in diens is, en vir elke slagter, eerste of tweede graad wat by hom in diens is, kan hoogstens twee slagtersassistenten in diens geneem word.

(2) *Blokman*.—'n Werkgewer mag nie 'n ongekwalifiseerde blokman in diens neem nie, tensy daar 'n gekwalifiseerde blokman by hom in diens is, en vir elke gekwalifiseerde blokman wat in diens is, kan hoogstens een ongekwalifiseerde blokman in diens geneem word.

(3) Vir die toepassing van hierdie klousule kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n slagter of 'n blokman in verband met sy inrigting verrig, as 'n slagter of 'n blokman, na gelang van die geval, beskou word; met dien verstande dat—

- (i) hy die Raad oortuig dat hy weens sy praktiese kennis van die bedryf bevoeg is om die werk van 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter, na gelang van die geval, te verrig; en
- (ii) hy van die Raad 'n sertifikaat verkry, onderteken deur die sekretaris en die voorsitter van die Raad, wat aan hom magtiging verleen om homself as 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter te beskou vir die toepassing van hierdie klousule ten opsigte van 'n bepaalde slag-huis of slagpaal, na gelang van die geval.

(4) Indien 'n werkgewer die kleinhandelvleisbedryf in meer as een slaghuis of die slag van lewende hawe by meer as een slagpaal uitoefen, mag sodanige werkgewer vir die toepassing van hierdie klousule nie ten opsigte van meer as een slaghuis of een slagpaal as 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter, na gelang van die geval, gereken word nie.

(5) 'n Werkgewer mag hoogstens een winkelbediende vir elke twee gekwalifiseerde blokmanne in enige slaghuis in diens hê.

7. WERKURE.

(1) *Gewone werkure*.—Die gewone werkure van 'n werknemer kan hoogstens die volgende wees:—

- (a) in die geval van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat in of in verband met die vleisbedryf in diens is—
 - (i) 'n motorvoertuigdrywer, 48 in 'n week van ses werkdag; met dien verstande dat hoogstens tien uur op enige dag gewerk word;
 - (ii) 'n arbeider, 49 in 'n week van ses werkdag; met dien verstande dat hoogstens tien uur op enige dag gewerk word;
 - (iii) alle ander werknemers in diens in of in verband met 'n kleinhandelslaghuis, 46 in 'n week van ses werkdag; met dien verstande dat hoogstens nege uur op enige enkele dag gewerk word;
 - (iv) alle ander werknemers, uitgesonderd diegene in diens in of in verband met 'n kleinhandelslaghuis, 46 uur per week; met dien verstande dat hoogstens 10 uur op enige enkele dag gewerk word;
- (b) in die geval van 'n deeltydse werknemer, hoogstens 24 uur in enige week en in die geval van 'n los werknemer, agt uur op enige enkele dag; met dien verstande dat—
 - (i) as 'n werknemer in 'n kleinhandelslaghuis verplig is om 'n klant te bedien ná voltooiing van die gewone werkure wat in paragrafe (a) (iii) en (b) voorgeskryf word, genoemde gewone werkure met hoogstens vyftien minute oorskry kan word en sodanige verlenging nie as deel van die gewone werkure of oortydure beskou mag word nie;

- (ii) in the case of short time arising out of the vagaries of the weather or a general breakdown of plant or machinery or a threatened breakdown of buildings due to accidents or other unforeseen emergency in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available.

(4) Where the business of an employer does not necessitate the employment of a full-time lorry driver, the employer shall be permitted to pay an employee at the prescribed rate for the time actually worked on the lorry. The balance of such employee's time shall be paid for at the rate prevailing for the class of work he performs.

(5) An employer may, if he so desires, apply to the Council for exemption from clauses 7 (1) (iii), 8 (2) and 9 (1) of this Agreement in respect of a first blockman and/or smallgoodsman defined in clause 3; provided that such employee be in receipt of a salary of not less than £480 per annum.

6. PROPORTION OF RATIO OF EMPLOYEES.

(1) (a) *Slaughterman*.—An employer shall not employ a slaughterman, second grade, unless he has in his employ a slaughterman, first grade, and for each slaughterman, first grade, in his employ, not more than two slaughterman, second grade, shall be employed.

(b) *Slaughterman's Assistant*.—An employer shall not employ a slaughterman's assistant, unless he has a slaughterman, first grade or second grade, in his employ, and for each slaughterman, first grade or second grade, in his employ, not more than two slaughterman's assistants shall be employed.

(2) *Blockman*.—An employer shall not employ an unqualified blockman unless he has in his employ a qualified blockman, and for each qualified blockman employed, not more than one unqualified blockman may be employed.

(3) For the purpose of this clause an employer who is wholly or mainly engaged in performing the duties of a slaughterman or a blockman in connection with his establishment, may be deemed to be a slaughterman or a blockman, as the case may be; provided that—

- (i) he satisfies the Council that by reason of his practical knowledge of the trade, he is competent to perform the work of a qualified blockman or a qualified slaughterman, as the case may be; and
- (ii) he obtains from the Council a certificate signed by the Secretary and the Chairman of the Council, authorising him to reckon himself a qualified blockman or a qualified slaughterman, for the purpose of this clause, in respect of a specified shop or abattoir, as the case may be.

(4) Where an employer carries on the retail meat trade in more than one shop or the slaughtering of livestock in more than one abattoir, such employer shall not, for the purpose of this clause, be reckoned as a qualified blockman or a qualified slaughterman in respect of more than one shop or one abattoir, as the case may be.

(5) An employer shall not employ more than one shop assistant to each two qualified blockmen in any butcher's shop.

7. HOURS OF WORK.

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

- (a) in the case of an employee employed in or in connection with the meat trade, other than a casual employee or a part time employee—
 - (i) a motor vehicle driver, forty-eight in a week of six working days; provided that not more than ten hours are worked on any one day;
 - (ii) a labourer, forty-nine in a week of six working days; provided that not more than ten hours are worked on any one day;
 - (iii) all other employees employed in or in connection with a retail butcher's shop, forty-six in a week of six working days; provided that not more than nine hours are worked on any one day;
 - (iv) all other employees other than those employed in or in connection with a retail butcher's shop, forty-six hours per week; provided that not more than ten hours are worked on any one day;
- (b) in the case of a part time employee, not more than twenty-four hours in any week and in the case of a casual employee, eight hours on any one day; provided that—
 - (i) where an employee in a retail butcher's shop is required to attend to a customer after the completion of the ordinary hours of work referred to in paragraphs (a) (iii) and (b), the said ordinary hours of work may be exceeded by not more than fifteen minutes and such excess shall not be reckoned as part of the ordinary hours of work or overtime;

- (ii) as 'n werknemer in diens in of in verband met 'n inrigting, uitgesonderd 'n kleinhandelslaghuis, of 'n motorvoertuig drywer in diens in of in verband met 'n kleinhandelslaghuis op enige dag verplig word om op een dag in elke week vir minder as tien uur te werk, die beperking van tien uur wat by paragraaf (a) (i) voorgeskryf word, op die ander dae van die week met hoogstens een uur oorskry kan word indien die weeklikse beperking van 48 uur nie deur sodanige verlenging oorskry word nie.

(2) 'n Werkgewer kan sy werknemer, uitgesonderd 'n werknemer wat op 'n Saterdagmôre in of in verband met 'n kleinhandelslaghuis in diens is, nie verplig om vir langer as vyf uur onafgebroke te werk sonder 'n pouse van minstens een uur nie; met dien verstande dat—

- (a) werktydperke wat deur pouses van minder as 'n uur onderbreek word, as aaneenlopend beskou word;
- (b) alle tyd in 'n werkdag van twaalf uur voltooi moet word.

(3) Behoudens soos bepaal by subklousule (2), moet alle werkure opeenvolgend wees.

(4) (a) Geen werkgewer mag sy werknemers na 1 nm. op Saterdag laat werk nie.

(b) Geen werknemer in die gereelde diens van 'n werkgewer in die vleisbedryf kan sonder die skriftelike toestemming van die Raad toegelaat word om buite die ure wat hy ingevolge die bepalings van hierdie klousule vir sy oorspronklike werkgewer verplig word om te werk, by 'n tweede werkgewer in die bedryf te werk nie.

8. TYDSTATE, PRESENSIE- EN LOONREGISTERS.

(1) Elke werkgewer moet op 'n opvallende plek in sy slaghuiss 'n „tydstaat” vertoon waarop die tyd aangetoon word wat daaglik deur elke werknemer vir die daaropvolgende week gewerk moet word.

(2) Elke werknemer, uitgesonderd 'n arbeider, moet elke dag in 'n tydregister wat deur sy werkgewer verskaf moet word, die tyd wanneer hy begin en ophou werk vir die dag, sowel as die besonderhede betreffende die tyd wanneer hy vir die etenspouse ophou werk en wanneer hy weer daarna begin werk, en die begin- en ophoutyd van enige ander tydperke wanneer hy gedurende die dag nie gewerk het nie, opteken. 'n Werknemer moet elke aantekening wat in die register gemaak is, parafeer.

9. OORTYDWERK.

(1) Alle tyd wat bo die getal ure wat ten opsigte van 'n dag of 'n week in subklousule (1) van klousule 7 van hierdie Ooreenkoms gewerk word, word as oortyd beskou.

(2) 'n Werkgewer mag nie sy werknemer verplig om vir langer as twee uur op 'n dag, ses uur in 'n week of 80 uur in 'n jaar oortyd te werk nie.

(3) 'n Werkgewer moet—

- (a) aan sy werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat oortyd werk minstens een-en-n-half maal die weeklikse loon en lewenskostoelae wat hy ontvang, gedeel deur die getal weeklikse gewone werkeure wat vir sodanige werknemer in subklousule (1) van klousule 7 voorgeskryf is, betaal;
- (b) aan sy los werknemer wat oortyd werk, minstens een-en-n-half maal die daaglikse loon en lewenskostoelae wat hy ontvang, gedeel deur agt, betaal;
- (c) aan sy deeltydse werknemer wat oortyd werk, minstens een-en-n-half maal die weeklikse loon en lewenskostoelae wat hy ontvang, gedeel deur vier-en-twintig, betaal;

ten opsigte van elke uur of gedeelte van 'n uur wat altesaam in enige enkele week gewerk is.

(4) Geen werknemer mag verplig word om oortyd sonder sy toestemming te werk nie.

10. WERK OP SONDAG EN BESOLDIGING.

Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet die werkgewer hom of—

- (a) minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op weekdag, gewerk word; of
- (b) hom vir elke uur of gedeelte van 'n uur aldus gewerk minstens een-en-n-derde maal sy gewone loon betaal ten opsigte van die totale tydperk of sodanige Sondag gewerk, en hom binne veertien dae van sodanige Sondag af een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loon asof hy op sodanige vakansiedag sy gemiddelde werkeure gewerk het.

11. VERLOF EN BESOLDIGING.

(1) Elke werknemer is op alle openbare vakansiedae geregtig op verlof met volle besoldiging; met dien verstande dat wanneer twee openbare vakansiedae op agtereenvolgende dae val, 'n werkgewer 'n werknemer kan verplig om op die tweede dag wat hierbo genoem word, vir hoogstens drie uur tussen die ure 6 vm. en 9 vm. te werk, en dié werknemer teen 1½ maal sy uurloon vir elke uur of gedeelte van 'n uur aldus gewerk, moet besoldig.

- (ii) where on any one day an employee employed in or in connection with an establishment, other than a retail butcher's shop, or a motor vehicle driver employed in connection with a retail butcher's shop, is required to work less than ten hours on any one day in every week, the limit of ten hours prescribed in paragraph (a) (i) may on the remaining days of the week be exceeded by not more than one hour if by such extension the weekly limitation of forty-eight hours is not exceeded.

(2) An employer shall not require his employee, other than an employee employed on a Saturday morning in or in connection with a retail butcher's shop, to work for more than five hours continuously without an interval of not less than one hour; provided that—

- (a) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;
- (b) all time shall be completed in a spreadover of twelve hours.

(3) Save as provided in sub-clause (2), all hours of work shall be consecutive.

(4) (a) No employer shall employ his employees later than 1 p.m. on Saturdays.

(b) No employee in regular employment with an employer in the meat trade shall be permitted to work for a second employer in the trade outside the hours he is called upon to work in terms of this clause for his original employer without the written consent of the Council.

8. TIME SHEETS, ATTENDANCE AND WAGE REGISTERS.

(1) Every employer shall keep exhibited in a conspicuous place within his shop a "time sheet" showing the time to be worked daily by every employee for the ensuing week.

(2) Every employee other than a labourer shall each day enter in a time register, which his employer shall provide, the time he starts work and the time he finally ceases work for the day, together with the particulars as to the time he ceases work for his meal hours and the time he resumes work thereafter and the commencing and finishing times of any other periods during the day during which he was not employed. An employee shall initial every entry made in such register.

9. OVERTIME.

(1) All time worked in excess of the number of hours prescribed in respect of a day or week in sub-clause (1) of clause 7 of this Agreement, shall be deemed to be overtime.

(2) An employer shall not require his employee to work overtime for more than two hours on any one day, six hours in any one week, or eighty hours in any one year.

(3) An employer shall pay—

- (a) to his employee, other than a casual employee or a part time employee, who works overtime, not less than one and a half times the weekly wage and cost of living allowance he is receiving, divided by the number of weekly ordinary hours of work prescribed for such employee in sub-clause (1) of clause 7;
- (b) to his casual employee, who works overtime, not less than one and a half times the daily wage and cost of living allowance he is receiving, divided by eight;
- (c) to his part time employee, who works overtime, not less than one and a half times the weekly wage and cost of living allowance he is receiving, divided by twenty-four; in respect of each hour or part of an hour worked in the aggregate in any one week.

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

10. SUNDAY WORKING AND PAYMENTS.

Whenever an employee, other than a casual employee, works on a Sunday, the employer shall either—

- (a) pay to him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day; or
- (b) pay to him for each hour or part of an hour so worked, not less than one and one-third times his ordinary wage in respect of the total period worked on such Sunday, and grant to him within fourteen days of such Sunday, one day's holiday and pay to him in respect thereof remuneration at a rate not less than his ordinary wage as if he had on such holiday worked his average working hours.

11. HOLIDAYS AND PAYMENTS.

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

(2) Elke werknemer vir wie lone in artikel 4 (a), (b), (d), (f), (i) en (j) voorgeskryf is, moet in die loop van elke diensjaar by dieselfde werkgever drie agtereenvolgende weke verlof met volle besoldiging toegestaan word, en elke werknemer vir wie lone in artikel 4 (e), (g) en (h) voorgeskryf is, moet in elke diensjaar by dieselfde werkgever twee agtereenvolgende weke verlof met volle besoldiging toegestaan word; met dien verstande dat as 'n openbare vakansiedag binne die verloftydperk wat toegestaan is, val, sodanige vakansiedag by die genoemde verloftyd met volle besoldiging gevoeg moet word. Die werkgever moet die tyd vasstel wanneer die verlof geneem moet word sodat dit begin binne een maand na die verstryking van 'n jaar diens, maar hierdie verlof mag nie met enige tydperk van verpligte opleiding ingevolge die Verdedigingswet saamval nie. Die werkgever moet die werknemer sy loon vir die verloftydperk betaal voordat die werknemer met verlof gaan.

(3) (a) Wanneer die diens van 'n werknemer vir wie lone in artikel 4 (a), (b), (d), (f) en (i) voorgeskryf word, beëindig word voor die voltooiing van een diensjaar maar na die voltooiing van een maand diens, moet die werkgever vir en in plaas van verlof vir elke voltooië week diens in die onvoltooië diensjaar 3/52stes van sy weekloon aan die werknemer betaal teen die skaal wat die werknemer ontvang het by die beëindiging van sy diens. In die geval van 'n werknemer wat maandeliks besoldig word, word die „weekloon” beskou as die maandelikse loonskaal gedeel deur 4½.

(b) Wanneer die diens van 'n werknemer vir wie lone in artikel 4 (e), (g) en (h) voorgeskryf word, beëindig word voor die voltooiing van een diensjaar, maar na die voltooiing van een maand diens, moet die werkgever vir en in plaas van verlof vir elke voltooië week diens in die onvoltooië diensjaar 1/26ste van sy weekloon aan die werknemer betaal teen die skaal wat die werknemer ontvang het by die beëindiging van sodanige diens. In die geval van 'n werknemer wat maandeliks besoldig word, word die „weekloon” beskou as die maandelikse loonskaal gedeel deur 4½.

(4) Vir die toepassing van voorafgaande subartikels moet 'n werknemer se diensjaar beskou word as die tydperk van 12 maande wat op of na die datum eindig waarop hierdie Ooreenkoms in werking tree en waarin sodanige verlof met volle besoldiging nie aan hom toegestaan is nie.

(5) Geen werknemer mag gedurende sy verloftyd enige werk in die bedryf verrig nie.

(6) Vir die toepassing van hierdie artikel word dit beskou dat „diens” enige tydperk of tydperke omvat wanneer 'n werknemer—

- (a) ingevolge subartikel (2) met verlof afwesig is;
- (b) verplig word om vredestrydse opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan;
- (c) op bevel of op versoek van sy werkgever van die werk afwesig is;

wat altesaam hoogstens agt weke in 'n jaar beloop.

(7) (a) Wanneer die diens van 'n werknemer vir wie lone in artikel 4 (a), (b), (d), (f), (i) en (j) voorgeskryf word, beëindig word na voltooiing van een jaar diens maar voordat die jaarlikse verlof kragtens subartikel (2) toegestaan is, moet die werkgever by die beëindiging vir en in plaas van verlof vir elke maand diens een-kwart van 'n weekloon aan die werknemer betaal teen die skaal wat die werknemer by beëindiging van sy diens ontvang het. Vir die toepassing van hierdie subartikel word dit beskou dat 'n „weekloon” in die geval van 'n werknemer wat maandeliks besoldig word, die maandloon gedeel deur 4½ is.

(b) Wanneer die diens van 'n werknemer vir wie lone in artikel 4 (e), (g) en (h) voorgeskryf word, beëindig word na die voltooiing van een jaar diens maar voordat die jaarlikse verlof kragtens subartikel (2) toegestaan is, moet die werkgever by die beëindiging in plaas van verlof vir elke maand van die diens een-sesde van die weekloon aan die werknemer betaal teen die skaal wat die werknemer by die beëindiging van sy diens ontvang het. Vir die toepassing van hierdie subartikel word dit beskou dat 'n „weekloon” in die geval van 'n werknemer wat maandeliks besoldig word, die maandloon gedeel deur 4½ is.

12. SIEKTEVERLOF EN BESOLDIGING.

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

- (a) in die geval van 'n werknemer wat 'n vyfdagweek werk, altesaam minstens twintig werkdag;
- (b) in die geval van 'n werknemer wat 'n sesdagweek werk, altesaam minstens vier-en-twintig werkdag; en
- (c) in die geval van 'n werknemer wat 'n sewedagweek werk, altesaam minstens agt-en-twintig dae;

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

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

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

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

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

(4) For the purpose of the preceding sub-sections, an employee's year of service shall be deemed to be the period of twelve months which ends on or after the date of the commencement of this Agreement and in which he has not received such leave on full pay.

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

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

- (a) absent on leave in terms of sub-section (2);
- (b) required to undergo peace training under the South African Defence Act, 1912;
- (c) absent from work on the instructions or at the request of his employer;

amounting in the aggregate to not more than eight weeks in any year.

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

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

12. SICK LEAVE AND PAYMENTS.

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

- (a) in the case of an employee who works a five-day week, not less than twenty work days;
- (b) in the case of an employee who works a six-day week, not less than twenty-four work days; and
- (c) in the case of an employee who works a seven-day week, not less than twenty-eight days;

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

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

- (ii) 'n werkgewer as 'n vooropgestelde voorwaarde vir die betaling deur hom van enige bedrag deur 'n werknemer geëis ten opsigte van enige tydperk van afwesigheid weens siekte, dit van die werknemer kan vereis om 'n sertifikaat geteken deur 'n geregistreerde mediese praktisyn wat die aard en duur van die werknemer se siekte bevestig, voor te lê;
- (iii) waar dit van 'n werkgewer by enige wet vereis word om hospitaalgeld te betaal ten opsigte van 'n werknemer en hy sodanige geld betaal, dié betaalde bedrag afgetrek kan word van die bedrag wat ten opsigte van die siekte kragtens hierdie klousule verskuldig is.
- (2) Vir die toepassing van hierdie klousule word beskou dat diens—
- (a) begin op die datum waarop die werknemer by sy werkgewer in diens tree; met dien verstande dat enige tydperk van diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik voor die datum waarop hierdie Ooreenkoms van krag word, as diens vir die toepassing van hierdie Ooreenkoms beskou word;
- (b) enige tydperk of tydperke insluit wanneer enige werknemer—
- met siekteverlof ingevolge subklousule (1) van hierdie klousule afwesig is;
 - opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
 - op bevel of op versoek van sy werkgewer van die werk afwesig is;
 - met verlof ingevolge klousule 11 (2) van hierdie Ooreenkoms afwesig is;
- met dien verstande dat sodanige tydperk van afwesigheid altesaam hoogstens drie maande in enige enkele jaar is.

13. DIENSSERTIFIKAAT.

- (1) Elke werkgewer moet 'n dienssertifikaat wat die werknemer se naam en adres, die aard van sy werk, die dienstyl en die loon wat aan hom betaal is, kosteloos aan elkeen van sy werknemers uitreik wanneer hy sodanige werkgewer se diens verlaat.
- (2) Ondanks enigiets in subklousule (1) van hierdie klousule vervat, moet die Raad, indien daar enige twyfel omtrent die kwalifikasies van 'n werknemer bestaan, die kwalifikasies van sodanige werknemer vasstel, hetsy hy die ondervinding binne of buite die magistraatsgebied Oos-Londen opgedoen het of nie.
- (3) Waar 'n werkgewer vind dat 'n werknemer na vyf jaar diens nie genoegsaam as 'n blokman gekwalifiseer is nie, of nie in staat is om al die pligte van 'n blokman na te kom nie, kan sodanige werkgewer die Raad vra om oor die werknemer se kwalifikasies te beslis.

14. DIENSBEÏNDIGING.

- (1) Die werkgewer of die werknemer moet met ingang van die gewone betaaldag minstens een week of een maand kennis gee van die beëindiging van die dienskontrak onderskeidelik in die geval van 'n weekliks of maandeliks besoldigde werknemer; met dien verstande dat dit nie inbreuk maak nie op—
- (a) die reg van 'n werkgewer of werknemer om sonder kennisgewing die dienskontrak te beëindig om enige goeie rede wat by wet as voldoende beskou word;
- (b) enige ooreenkoms tussen 'n werkgewer en 'n werknemer waarvolgens 'n langer tydperk van kennisgewing as een week of een maand, na gelang van die geval, voorsiening gemaak word, en voorts met dien verstande dat 'n werkgewer, in plaas van kennis te gee, lone aan 'n werknemer kan betaal teen die loonskaal soos vir sy klas werk voorgeskryf is.
- (2) Ondanks enigiets in subklousule (1) van hierdie artikel vervat, moet een week kennis in die geval van 'n arbeider gegee word met ingang van die dag waarop dit gegee word.

15. PREMIES.

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

16. BESTAANDE KONTRAKTE.

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

17. VRYSTELLINGS.

- (1) Die Raad kan vrystelling van enigiens van die bepalings van hierdie Ooreenkoms om 'n goeie of voldoende rede verleen.
- (2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop en die tydperk waarvoor sodanige vrystelling verleen word, vasstel; met dien verstande dat die Raad na goeie dunde, en nadat een week skriftelike kennis aan die betrokke persoon gegee is, die vrystelling kan herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.
- (3) Die Sekretaris van die Raad moet 'n vrystellingsertifikaat, deur hom ondteken, uitreik aan elke persoon aan wie vrystelling verleen word ooreenkomstig die bepalings van hierdie klousule waarin vermeld word—
- die naam van die betrokke persoon voluit;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

- (ii) an employer may, as a condition precedent to the payment by him of any amount claimed by an employee in respect of any period of absence owing to illness, require the employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's illness;
- (iii) where an employer is by any law required to pay hospital fees in respect of an employee and pays such fees, the amount so paid may be set-off against the payment due in respect of sickness in terms of this clause.
- (2) For the purpose of this clause employment shall be deemed—
- to commence from the date on which the employee entered his employer's service, provided that any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement, shall be deemed employment for the purposes of this Agreement;
 - to include any period or periods during which any employee is—
 - absent on sick leave in terms of sub-clause (1) of this clause;
 - required to undergo training under the South African Defence Act, 1912;
 - absent from work on the instructions or at the request of his employer;
 - absent on leave in terms of clause 11 (2) of this Agreement;
- provided that such period of absence shall not exceed three months in the aggregate during any one year.

13. CERTIFICATE OF SERVICE.

- (1) Every employer shall issue free of charge a certificate of service showing the name and address, nature of occupation, period of service and wages paid to each of his employees at the time he leaves such employer's service.
- (2) Notwithstanding anything contained in sub-clause (1) of this clause, if there is any doubt regarding the qualifications of an employee, the Council shall determine the qualifications of such employee, whether he had gained the experience in or outside the Magisterial District of East London.
- (3) Where an employer finds that an employee, after completing five years' service is not sufficiently qualified as a blockman, or is not capable of performing all the duties of a blockman, such employer may ask the Council to decide on such employee's qualifications.

14. TERMINATION OF EMPLOYMENT.

- (1) Not less than one week's notice, or one month's notice, in the case of a weekly or a monthly paid employee, respectively, to take effect from the usual pay day, shall be given by the employer or the employee to terminate the contract of service, provided that this shall not affect—
- the right of an employer or an employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
 - any Agreement between an employer and an employee providing for a longer period on notice than one week, or one month, as the case may be, and providing further, that an employer may in lieu of the period of notice, pay an employee wages at the rate prescribed for his class of work.
- (2) Notwithstanding anything contained in sub-clause (1) of this clause, one week's notice in the case of a labourer shall take effect from the day it is given.

15. PREMIUMS.

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

16. EXISTING CONTRACTS.

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

17. EXEMPTIONS.

- (1) The Council may grant exemption from any of the provisions of this Agreement for any good or sufficient reason.
- (2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (1) of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw the exemption, whether or not the period for which the exemption was granted has expired.
- (3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause, a licence of exemption signed by him, setting out—
- the full name of the person concerned;
 - the provisions of the Agreement from which exemption is granted;

- (c) die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is, waarop sodanige vrystelling toegestaan word; en
- (d) die tydperk waarin die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
 - (a) alle lisensies wat uitgereik is, in volgorde nommer;
 - (b) 'n afskrif hou van elke lisensie wat uitgereik is; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer en nog 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Oos-Londen, stuur.

18. FONDSE VAN DIE RAAD.

(1) Die fondse van die Raad waaroor die Raad die beskikingsreg het en wat deur hom geadministreer moet word, word soos volg verkry:—

- (a) Elke werkgewer moet ten opsigte van elke besigheid wat hy besit of bestuur 'n jaarlikse bydrae van £1. 10s. aan die Raad stuur. Sodanige bedrag is verskuldig op die dag waarop hierdie Ooreenkoms in werking tree of op die datum waarop die werkgewer in die vleisbedryf begin, na gelang van die jongste datum, en dit moet binne twee weke betaal word na die datum waarop dit verskuldig is.
- (b) Twee sjielings per maand moet deur elke werkgewer afgetrek word van die loon van elkeen van sy werknemers vir wie lone van meer as tagtig sjielings per week in hierdie Ooreenkoms voorgeskryf is en ses pennies per maand moet deur die werkgewer afgetrek word van elkeen van sy werknemers vir wie minimum lone van hoogstens tagtig sjielings per week in hierdie Ooreenkoms voorgeskryf is.

Die totale bedrag aldus afgetrek, moet in die vorm wat in Aanhangsel A voorgeskryf word, deur die werkgewer aan die Sekretaris van die Raad gestuur word voor of op die tiende dag van elke maand wat op die maand volg ten opsigte waarvan sodanige betalings verskuldig is.

19. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) (a) Elke werkgewer in die vleisbedryf wat dit nie alreeds ter nakoming van die vorige Ooreenkoms gedoen het nie, moet binne een maand van die datum af waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na dié datum in die vleisbedryf begin, moet binne een maand van die datum waarop hy daarin begin, die Sekretaris van die Raad verwittig van—

- (i) die naam van sy besigheid voluit;
- (ii) sy besigheidsadres;
- (iii) die naam van elke werknemer voluit en die hoedanigheid waarin hy werk, en sy loon.

(b) Waar die werkgewer in vennootskap is, moet die inligting ten opsigte van elke vennoot ooreenkomstig paragraaf (a) van hierdie subklousule verskaf word. Ingeval 'n vennootskap ontbind word, moet die Sekretaris binne een maand na die datum van ontbinding skriftelik daarvan verwittig word.

(c) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van enige verandering in die besonderhede wat hy verplig is om ingevolge die bepalings van hierdie subklousule te verstrek, en wel binne 14 dae na die datum van sodanige verandering.

(2) Die Sekretaris van die Raad moet 'n register hou van al die werkgewers, vennootskappe en werknemers wat in subklousule (1) van hierdie klousule genoem word.

20. AGENTE.

(1) Die Raad kan een of meer bepaalde persone as agente aanstel om met die toepassing van hierdie Ooreenkoms behulpsaam te wees. Elke werkgewer en werknemer is verplig om sodanige agente toe te laat om die ondersoek in te stel en die boeke en/of stukke te ondersoek wat vir hierdie doel nodig kan wees.

(2) Indien 'n werkgewer of werknemer na die mening van 'n agent versuim het om die bepalings van hierdie Ooreenkoms na te kom, kan die agent deur skriftelike kennisgewing en met vermelding van die opsig waarin die werkgewer of werknemer na sy mening in gebreke geby het om die bepalings van hierdie Ooreenkoms na te kom die werkgewer of werknemer verplig om binne 14 dae 'n skriftelike verduideliking daarvan aan die Sekretaris van die Raad te gee.

21. ORGANISASIE.

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

- (a) arbeiders, motorvoertuigdrywers, klerklike werknemers en werknemers vir wie daar nie lone in hierdie Ooreenkoms voorgeskryf is nie; of
- (b) werkgewers en werknemers aan wie lidmaatskap, na die mening van die Raad, sonder redelike gronde geweier is en as die applikant die weiering binne sewe dae daarna by die Raad aangemeld het.

Voorts met dien verstande dat hierdie klousule nie van toepassing is nie op die indiensneming van 'n werknemer in die bedryf wat na die mening van die Minister goeie redes het om beswaar te maak om lid van die vereniging te word of te bly.

(2) Bewys van lidmaatskap van die vakvereniging is die vertoning van 'n lidmaatskapkaart wat aandui dat die persoon daarin genoem se ledegeld nie meer as drie maande agterstallig is nie.

- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
 - (a) number consecutively all licences issued;
 - (b) retain a copy of each licence issued; and
 - (c) where an exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy to the Divisional Inspector, Department of Labour, East London.

18. COUNCIL FUNDS.

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

- (a) Every employer shall in respect of each business he owns or conducts, pay to the Council an Annual contribution of £1. 10s. Such sum shall become due on the date of commencement of this Agreement, or on the date on which he enters the meat trade, whichever is the later and shall be paid within two weeks of date due.
- (b) Two shillings per month shall be deducted by each employer from the wages of each of his employees for whom wages exceeding eighty shillings per week have been prescribed in this Agreement, and sixpence per month shall be deducted by each employer from the wages of each of his employees for whom minimum wages not exceeding eighty shillings per week have been prescribed in this Agreement.

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

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

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

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

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

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

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

20. AGENTS.

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

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

21. ORGANISATION.

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

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

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

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

(3) 'n Persoon wat behoorlik daartoe skriftelik deur die vakvereniging en die Raad gemagtig is, kan 'n inrigting op 'n tydstop wat vir die werkgewer gerieflik is binnegaan met die doel om—

- (a) werknemers in verband met aangeleenthede van die vakvereniging te spreek;
- (b) nuwe lede te werf;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, te versprei; en
- (d) ledegelde van lede vir die vakvereniging in te vorder.

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

(5) Die bepalings van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika binnegekom het nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die bedryf 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word van die hand gewys het, die bepalings van hierdie artikel onmiddellik in werking tree.

22. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike landstale en in die vorm wat in die regulasies ingevolge die Wet voorgeskryf word, op 'n opvallende plek in sy inrigting wat maklik toeganklik vir sy werknemers is, opplak en dit daar opgeplak hou.

23. INDIENSNEMING VAN MINDERJARIGES.

Geen werkgewer mag 'n persoon onder vyftien jaar in diens neem nie.

24. TOEPASSING VAN DIE WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

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

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

Namens die partye op hede die sewende dag van November 1956 in Oos-Londen onderteken.

J. STEFFENS,
Voorsitter van die Raad.

A. V. PRICE,
Ondervoorsitter van die Raad.

J. A. NICHOLAS,
Sekretaris van die Raad.

No. 293.]

[22 Februarie 1957.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

VLEISBEDRYF, OOS-LONDEN.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Vleisbedryf, Oos-Londen, gepubliseer by Goewermentskennisgewing No. 292 van 22 Februarie 1957, nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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

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

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

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

22. EXHIBITION OF AGREEMENT.

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

23. EMPLOYMENT OF MINORS.

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

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

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

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

Signed at East London, on behalf of the parties, this 7th day of November, 1956.

J. STEFFENS,
Chairman of the Council.

A. V. PRICE,
Vice-Chairman of the Council.

J. A. NICHOLAS,
Secretary of the Council.

No. 293.]

[22 February 1957.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

MEAT TRADE, EAST LONDON.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Meat Trade, East London, published under Government Notice No. 292 of the 22nd February, 1957, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

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