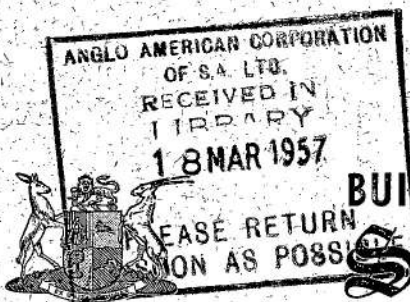




UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

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GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermenskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 378.] [15 Maart 1957.]

WET OP NYWERHEIDSVERSOENING, 1956.

GROOTHANDELVLEISBEDRYF.—WITWATERSRAND.

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

(a) kragtens paragraaf (a) van subartikel (1) soos toegepas by subartikel (9) 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 Groot-handel vleisbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewers en die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) soos toegepas by subartikel (9) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 12, en 14 tot en met 17 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar van genoemde tweede Maandag af eindig, bindend is vir alle ander werkgewers en werknemers as die vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke of in diens is by of in genoemde bedryf in die Magistraatsdistrikte Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat oorgeplaas is van die magistraatsdistrik Heidelberg by Proklamasie No. 149 van 1930) en daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermenskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17; en

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 378.] [15 March 1957.]

INDUSTRIAL CONCILIATION ACT, 1956.

WHOLESALE MEAT TRADE.—WITWATERSRAND.

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

(a) in terms of paragraph (a) of sub-section (1) as applied by sub-section (9) 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 Wholesale Meat Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday upon the employers who, and the employers organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;

(b) in terms of paragraph (b) of sub-section (1) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 12 (inclusive) and clauses 14 to 17 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Trade in the Magisterial Districts of Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930) and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, but excluding farm Holfontein No. 17; and

(c) kragtens paragraaf (a) van subartikel (3) soos toegepas by subartikel (9) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings in klousules 3 tot en met 12 en klousules 14 tot en met 17 van genoemde Ooreenkoms vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vier jaar van genoemde tweede Maandag af eindig in die magistraatsdistrikte Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (met uitsondering van daardie gedeelte van die magistraatsdistrik Brakpan wat oorgeplaas is van die magistraatsdistrik Heidelberg by Proklamasie No. 149 van 1930) en daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, met uitsondering van die plaas Holfontein No. 17, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde bedryf by die werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

J. DE KLERK,
Minister van Arbeid.

BYLAE.

VERSOENINGSRAADOOREENKOMS VIR DIE GROOT-HANDELVLEISBEDRYF (WITWATERSRAND).

OOREENKOMS

gesluit en aangegaan ooreenkomstig die bepalings van die Nywerheid-versoeningswet, 1937, tussen die:

Werknemersunie van die Suid-Afrikaanse Vleishandel (hieronder die „vakvereniging” genoem), aan die een kant, en die „Witwatersrand and Pretoria Wholesale Butchers' Association”

(hieronder die „werkgewersorganisasie” genoem), en die firmas Mohamedan Fresh Meat Supply, Posbus 1620, Newtown, Johannesburg; Premier Meat Supply, Pimstraat 64, Newtown, Johannesburg; Kliptown Livestock Dealers, Posbus 2913, Johannesburg; en New Fresh Meat Supply, Posbus 1620, Johannesburg, (hieronder die „vier individuele werkgewers” genoem), aan die ander kant, wat die partye is by die Versoeningsraadooreenkoms vir die Groothandelsvleisbedryf (Witwatersrand).

1. GEBIED EN BESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur die vier individuele werkgewers wat die Ooreenkoms aangegaan het, en deur alle werkgewers en werknemers vir wie lone hierin in die Groothandelsvleisbedryf voorgeskryf word en wat lede is van die werkgewersorganisasie en van die vakvereniging in die magistraatsdistrikte Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (met uitsondering van die gedeelte van die magistraatsdistrik Brakpan wat by Proklamasie No. 149 van 1930 van die magistraatsdistrik Heidelberg oorgedra is) en die gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking, op 'n datum wat deur die Minister van Arbeid vasgestel word en bly van krag vir vier jaar, of vir die termyn wat deur die Minister vasgestel word.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in die Wet, en verwysings na 'n wet sluit enige wysigings van die wet in; voorts, tensy dit strydig is met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;
- „'n werknemer”, 'n werknemer wat hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;
- „vee”, alle osse, kalwers, verse, toflies, koeie, bulle, osse en lewende hawe wat insluit skape, lammers, bokke, perde, donkies en muile;
- „ondervinding” ten opsigte van handlangers grade I en II, ondervinding by slagpale verkry;

(c) in terms of paragraph (a) of sub-section (3) as applied by sub-section (9) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930) and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, but excluding farm Holfontein No. 17, and from the second Monday after the date of publication of this notice and for the period ending four years from the said second Monday, the provisions of sub-sections 3 to 17 (inclusive) of the said Agreement 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.

SCHEDULE.

CONCILIATION BOARD AGREEMENT FOR THE WHOLESALE MEAT TRADE (WITWATERSRAND).

AGREEMENT

made and entered into in accordance with the provisions of the Industrial Conciliation Act, 1937, between

“Werknemersunie van die Suid-Afrikaanse Vleishandel” (hereinafter referred to as the “trade union”) of the one part, and The Witwatersrand and Pretoria Wholesale Butchers' Association

(hereinafter referred to as the “employers' organisation”), and Messrs. Mohamedan Fresh Meat Supply, P.O. Box 1620, Newtown, Johannesburg; Messrs. Premier Meat Supply, 64 Pim Street, Newtown, Johannesburg; Messrs. Kliptown Livestock Dealers, P.O. Box 2913, Johannesburg; and Messrs. New Fresh Meat Supply, P.O. Box 1620, Newtown, Johannesburg, (hereinafter referred to as the “four individual employers”), of the other part, being parties to the Conciliation Board for the Wholesale Meat Trade (Witwatersrand).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by the four individual employers who entered into this Agreement and by all employers and employees for whom wages are prescribed herein in the Wholesale Meat Trade who are members of the employers' organisation and the trade union in the Magisterial Districts of Johannesburg, Benoni, Boksburg, Germiston, Krugersdorp, Roodepoort, Springs, Nigel, Brakpan (excluding that portion of the Magisterial District of Brakpan transferred from the Magisterial District of Heidelberg by Proclamation No. 149 of 1930) and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, but excluding farm Holfontein No. 17.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for a period of four years or such period as may be determined by the Minister.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, and any reference to an Act, shall include any amendment of such Act, further, unless inconsistent with the context—

- “Act” means the Industrial Conciliation Act, 1937, as amended;
- “casual employee” means an employee who is employed by the same employer on not more than two days in any week;
- “cattle” includes bullocks, calves, heifers, steers, cows, bulls, oxen and livestock which includes sheep, lambs, goats, horses, donkeys and mules;
- “experience” in relation to handymen grades I and II means experience gained in an abattoir;

„handlanger graad I”, ’n persoon met meer as 24 maande ondervinding, wat een of meer van die volgende werksaamhede by slagpale verrig: Oplaai en hanteer van vleis, hanteer van huide en velle, en die skoonmaak, uitsny en uithaal van afval;

„handlanger graad II”, ’n persoon met minder as 24 maande ondervinding, wat ’n handlanger bestaan in een of meer van die werksaamhede genoem in die omskrywing van „handlanger”;

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

- Persele, voertuie, diere, gerei, masjinerie, werktuie, gereedskap of ander artikels skoonmaak;
- goedere dra, verklaas, stapel of uitpak en in verband daarmee nou en dan ’n goederhyser mag bedien;
- pakkette of pakkies sorteer, pakkies toedraai;
- bottels, kiste, bale of ander pakkette voorsien van gedrukte of klaargeadresseerde edikette; kiste, bale of ander pakkette sjabloner en/of merk;
- deure, kiste, bale of ander pakkette oopmaak of toemaak;
- vuurmaak of vure aan die brand hou of afval of as verwyder;
- briewe, boodskappe of goedere te voet of met ’n fiets, driewiel of handvoertuig aflewer;
- kontant invorder in die geval van k.b.a.-verkope, of skriftelike bestellings aanneem;
- diere versorg, oppas, voer, inspan of uitspan;
- voertuie, uitgesonderd motorvoertuie, olie of smeer;
- tee of dergelike drank maak;
- geslagte vee van waens en vragmotors buitekant die slagpale oplaai en aflaai, en ook geslagte vee op verskillende aflewingsplekke aflaai;

„verlof”, vakansieverlof, met afwesigheid van werk, tydens die voorgeskryfte tydperk;

„lorriedrywer”, ’n persoon wat uitsluitlik of hoofsaaklik ’n motorvoertuig bestuur wat gebruik word vir die vervoer van goedere, met inbegrip van lewende hawe, en sluit in die afhaal van geslagte vee by die slagpale, aflewering van geslagte vee aan verskillende klante teen aftekening daarvoor deur die klante, asook die ontvang en insamel van kontantgeld in die geval van k.b.a.-aflewering;

„afval”, sonder om die gewone betekenis te beperk, ook kiere en ander goed wat by die slagpale uit geslagte vee uitgesny of uitgehaal word;

„gewig sonder vrag”, die gewig van ’n voertuig en/of sleepwa soos vermeld in ’n lisensie of sertifikaat wat ten opsigte van die voertuig of sleepwa deur ’n lisensieowerheid uitgereik is;

„Groothandelsbedryf”, die bedryf wat uitgeoefen word deur enige persoon, vennootskap of maatskappy (geïnkorporeer of nie) wat verplig is om die lisensie van groothandelslagter uit te neem ingevolge die Licenties Konsolidasie Wet, 1925, en verder omvat dit die verwydering, sny, skoonmaak, uithaal, hanteer of bymeekaarmaak van varkhare, kiere en ander goed in ’n abattoir, die hanteer en skoonmaak van afval in ’n abattoir deur sodanige persoon, vennootskap of maatskappy.

By die klassifisering van ’n werknemer vir die toepassing van hierdie Ooreenkomste word dit beskou dat hy behoort tot die klas waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE.

(1) Die minimum loon wat deur ’n werkgever aan elkeen van die ondergenoemde klasse van sy werknemers betaal moet word, is soos volg:—

(a) *Werknemers, uitgesonderd los werknemers:—*

	Per week.
	£ s. d.
Handlanger (graad I)	9 15 0
Handlanger (graad II)—	
gedurende eerste 12 maande ondervinding	5 0 0
gedurende tweede 12 maande ondervinding	7 0 0
Daarna	9 15 0
Lorriedrywer gedurende eerste drie maande ondervinding in die groothandelsbedryf	4 10 0
Lorriedrywer na drie maande ondervinding in die groothandelsbedryf	6 0 0
Drywer van ’n ander voertuig as ’n stoomwa, waarvan die gewig sonder vrag van ’n sleepwa wat deur daardie voertuig gesleep word, meer as 10,000 lb. is	7 10 0
Drywer van ’n dierevoertuig (in die magistraatsdistrik Johannesburg)	2 0 0
Drywer van ’n dierevoertuig (alle sentrums, uitgesonderd die magistraatsdistrik Johannesburg)	1 17 6
Arbeider	1 15 0

(b) *Los werknemer.*—Vir elke dag of gedeelte van ’n dag, diens, een-vyfde van die weekloon soos voorgeskryf vir ’n werknemer in dieselfde gebied wat dieselfde klas werk doen as wat die los werknemer moet verrig.

„handyman, grade I,” means a person who has had more than 24 months’ experience, and who is engaged in one or more of the following operations in an abattoir; loading and handling of meat, handling of hides and skins, and cleaning, handling, loading, excising and extracting of offal;

„handyman, grade II,” means a person who has had less than 24 months’ experience, and who assists a handyman in one or more of the operations mentioned in the definition of „handyman”;

„labourer” means an employee engaged in one or more of the following operations outside an abattoir:—

- Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
- carrying, moving, stacking or unpacking goods and who may in connection therewith occasionally operate a goods lift;
- sorting packages or parcels, wrapping up parcels;
- affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; stencilling and/or marking boxes, bales or other packages;
- opening or closing doors, boxes, bales or other packages;
- making or maintaining fires or removing refuse or ashes;
- delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle, or hand-propelled vehicle;
- collecting cash in the case of C.O.D. sales or accepting written orders;
- tending, herding, feeding, harnessing or unharnessing animals;
- oiling or greasing vehicles other than motor vehicles;
- making tea or similar beverages;
- loading and offloading slaughtered cattle from wagons and motor lorries outside an abattoir, as also loading and offloading slaughtered cattle at various places of delivery;

„leave” means holiday leave, with absence from work during the prescribed period;

„lorry driver” means a person wholly or mainly engaged in driving a motor vehicle used for the conveyance of goods, including livestock and includes collecting slaughtered cattle at an abattoir, delivering slaughtered cattle to various customers and obtaining customers’ signatures thereto and accepting and collecting cash in the case of C.O.D. deliveries;

„offal”, without limiting the ordinary meaning, includes glands and other substances cut or extracted from slaughtered cattle in an abattoir;

„unladen weight” means the weight of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

„Wholesale Meat Trade” means the trade carried on by any person, partnership or company (whether corporate or incorporate) required to take out a licence as a wholesale butcher in terms of the Licences Consolidation Act, 1925, and further includes the removing, cutting, cleaning, extracting, handling or collecting of hog hair, glands and other substances in an abattoir, the handling and cleaning of offal in an abattoir by such person, partnership or company.

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES.

(1) The minimum wage which shall be paid by an employer to each of the undermentioned classes of his employees shall be as follows:—

(a) *Employees Other than Casual Employees:—*

	Per Week.
	£ s. d.
Handyman (grade I)	9 15 0
Handyman (grade II)—	
during first 12 months of experience	5 0 0
during second 12 months of experience	7 0 0
Thereafter	9 15 0
Lorry driver during first three months of experience in the Wholesale Meat Trade	4 10 0
Lorry driver after three months’ experience in the Wholesale Meat Trade	6 0 0
Driver of a vehicle other than a steam wagon, the unladen weight of which together with the unladen weight of any trailer drawn by such vehicle exceeds 10,000 lb.	7 10 0
Driver of animal-drawn vehicle (in the Magisterial District of Johannesburg)	2 0 0
Driver of animal-drawn vehicle (all centres other than the Magisterial District of Johannesburg)	1 17 6
Labourer	1 15 0

(b) *Casual Employee.*—For each day or part of a day of employment, one-fifth of the weekly wage prescribed for an employee in the same area performing the same class of work as the casual employee is required to perform.

(2) *Kontrakbasis*.—Vir die toepassing van hierdie klousule is die basis van die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, weekliks van Maandag tot en met Saterdag, en behalwe soos bepaal in subklousule (3) en in klousule 5 (4) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word soos in subklousule (1) vir 'n werknemer van sy klas voorgeskryf, hetsy hy in daardie week die maksimum getal gewone ure voorgeskryf in klousule 6 (1), of minder gewerk het; met dien verstande dat as 'n werknemer na Maandag in enige week 'n nuwe dienskontrak aangaan, hy slegs vir die dae wat gedurende daardie week gewerk is, betaal moet word.

(3) *Differensiële lone*.—'n Werkgever wat 'n lid van een klas van sy werknemers verplig of toelaat om op 'n dag altesame meer as een uur, hetsy bo en behalwe sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié vir sy eie klas in subklousule (1) voorgeskryf word, moet daardie werknemer vir dié dag teen die hoër loon betaal.

(4) *Berekening van maandloon*.—As die loon wat aan 'n werknemer verskuldig is, maandeliks betaal word, moet die bedrag van daardie loon bereken word teen die skaal van vier en een derde maal die weekloon in subklousule (1) vir 'n werknemer van sy klas voorgeskryf.

(5) *Vleistoelae*.—Handlangers graad I en II, asook los werknemers, moet bo en behalwe die lone voorgeskryf in subklousule (1), 21 pd. eerste graadse vleis per week ontvang.

(6) *Lewenskostoelae*.—Alle werknemers moet die lewenskostoelae kragtens Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, betaal word.

(7) Ondanks enige lewenskostoelae betaalbaar ooreenkomstig subklousule (6) moet aan enige werknemer wat reg het op 'n vleistoelae ooreenkomstig subklousule (5) en wat met instemming van sy werkgever verkies om nie sodanige vleis te ontvang nie, benewens genoemde lewenskostoelae 'n bykomende lewenskostoelae van 27s. 6d. per week ter vervanging van sodanige vleistoelae betaal word.

5. BETALING VAN VERDIENSTE.

(1) *'n Werknemer, uitgesonderd 'n los werknemer*.—Lone en alle ander besoldiging moet weekliks in kontant betaal word op Vrydag of Saterdag van elke week of by diensbeëindiging wanneer dit voor die gewone betaaldag van die inrigting val; met dien verstande dat 'n werkgever en sy werknemer kan ooreenkom om die besoldiging wat aan sy werknemer verskuldig is, maandeliks te betaal.

(2) *Los werknemer*.—'n Werkgever moet sy besoldiging wat aan sy los werknemer verskuldig is, by diensbeëindiging betaal.

(3) *Losies en inwoning*.—Behoudens soos bepaal in die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, en die Naturelle-arbeid Regelingswet, 1911, kan 'n werkgever nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat deur hom aangewys word, losies en/of inwoning aan te neem nie.

(4) *Boetes en aftrekkings*.—'n Werkgever kan sy werknemer geen boetes opleë nie, nóg enige bedrag van sy werknemer se besoldiging aftrek, uitgesonderd die volgende:—

- Met die skriftelike toestemming van sy werknemer 'n aftrekking vir verlof-, siekte-, versekering-, spaar-, voorsorgs- en/of pensioenfondse, of ledegeld aan 'n werknemers-organisasie;
- behalwe waar in hierdie Ooreenkoms anders bepaal word, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid op die basis van die weekloon wat daardie werknemer ten opsigte van sy gewone werkure op daardie tyd ontvang het so dikwels as wat die werknemer nie kom werk nie;
- 'n aftrekking van die bedrag wat 'n werkgever kragtens 'n wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om af te trek;
- 'n aftrekking van die kontant wat deur 'n werkgever aan sy werknemer voorgeskiet is;
- as 'n werknemer toestem, of kragtens die Naturelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturelle-arbeid Regelingswet, 1911, verplig is om van sy werkgever losies en/of inwoning aan te neem, 'n korting van hoogstens die ondergenoemde bedrae:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Losies	0 3 0	0 13 0
Inwoning	0 2 0	0 8 8
Losies en inwoning	0 5 0	1 1 8

6. WERKURE, GEWONE EN OORTYDURE, EN BETALING VIR OORTYD.

(1) *Gewone werkure*.—(a) Die gewone werkure van werknemers, uitgesonderd los werknemers, op diens binne 'n abattoir, kan hoogstens 46 uur in enige week van Maandag tot Vrydag wees, en die daaglikse ure moet, onderworpe aan klousule (2) hiervan, soos volg wees:—

Maandag tot Vrydag, 7.30 vm. tot 5.42 nm.

(b) Die gewone werkure van werknemers, uitgesonderd los werknemers, op diens buite 'n abattoir, kan hoogstens 46 uur per week in enige week wees van Maandag tot Vrydag of van Maandag tot Saterdag, na goeddunke van die werkgever, en die daaglikse ure kan, onderworpe aan klousule (2), hoogstens soos volg wees:—

8½ uur in die geval van 'n sesdagweek en 9¼ uur in die geval van 'n vyfdagweek.

(c) Die gewone werkure van 'n los werknemer mag hoogstens 8½ in enige dag wees.

(2) *Basis of Contract*.—For the purpose of this clause the basis of contract of employment of an employee, other than a casual employee, shall be weekly from Monday to Saturday, inclusive, and save as provided in sub-clause (3) and in clause 5 (4) an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less; provided that if an employee enters into a new contract of employment later than a Monday in any week, he shall be paid only for the days worked during such week.

(3) *Differential Wage*.—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 a wage higher than that of his own class is prescribed in sub-clause (1) shall pay to such employee for that day the higher wage.

(4) *Calculation of Monthly Wages*.—Whenever the wage due to an employee is paid monthly, the amount of such wage shall be calculated at the rate of four and one-third times the weekly wage prescribed in sub-clause (1) for an employee of his class.

(5) *Allowance of Meat*.—Handymen grades I and II and casual employees shall in addition to the wages set out in sub-clause (1) receive 21 lb. of first grade meat per week.

(6) *Cost of Living Allowance*.—All employees shall be paid cost of living allowance in terms of War Measure No. 43 of 1942, as amended from time to time.

(7) Notwithstanding any cost of living allowance payable in terms of sub-clause (6), any employee entitled to an allowance of meat in terms of sub-clause (5), and who in agreement with his employer elects not to receive such meat shall in addition to the said cost of living allowance be paid a further cost of living allowance of 27s. 6d per week in substitution for such allowance of meat.

5. PAYMENT OF REMUNERATION.

(1) *An Employee other than a Casual Employee*.—Wages and all other remuneration shall be paid in cash weekly, during working hours on the Friday or Saturday of each week, or on termination of employment, if this takes place before the ordinary pay day of the establishment; provided that an employer and his employee may agree that remuneration due to the employee may be paid monthly.

(2) *Casual Employee*.—An employer shall pay the remuneration due to his casual employee on termination of his employment.

(3) *Board and Lodging*.—Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to Board and/or lodge with him or with any person or at any place nominated by him.

(4) *Fines and Deductions*.—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:—

- With the written consent of his employee, a deduction for holiday, sick, insurance, savings, provident and/or pension funds or subscriptions to an employees' organisation;
- except where otherwise provided in this Agreement, whenever an employee is not at work, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- a deduction of any cash advanced by an employer to his employee;
- when an employee agrees, or in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, is required to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
Board	0 3 0	0 13 0
Lodging	0 2 0	0 8 8
Board and lodging	0 5 0	1 1 8

6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work*.—(a) The ordinary hours of work of employees, other than casual employees, employed inside an abattoir, shall not exceed 46 hours in any week from Monday to Friday and the daily hours shall, subject to clause (2) hereof, be as follows:—

Monday to Friday 7.30 a.m. to 5.42 p.m.

(b) The ordinary hours of work of employees, other than casual employees, employed outside an abattoir, shall not exceed 46 hours per week in any week from Monday to Friday or from Monday to Saturday at the discretion of the employer and the daily hours shall, subject to clause (2) hereof not exceed:—

8½ hours in the case of a 6 day week; and
9¼ hours in the case of a five day week.

(c) The ordinary hours of work of a casual employee shall not exceed 8½ in any day.

(2) *Etensonderbreking*.—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om langer as vyf uur agtermekaar te werk sonder 'n onderbreking van minstens een uur, waarin nie gewerk mag word nie, en sodanige onderbreking mag nie beskou word as deel van die gewone werkure of oortyd nie; met dien verstande dat—

(i) as sodanige onderbreking langer as een uur duur, alle tyd bo een uur as deel van die gewone werkure beskou moet word; en

(ii) werktydperke wat deur 'n tussenpoos van minder as een uur onderbreek word, as ononderbroke beskou moet word.

(3) *Oortyd*.—Alle tyd wat bo die getal werkure voorgeskryf in subklousules (1) (a), (1) (b) en (1) (c) gewerk word, moet as oortyd beskou word.

(4) *Beperking van oortyd*.—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om meer as tien uur oortyd in 'n week te werk nie en in die geval van 'n los werknemer, kan hy nie van sodanige werknemer vereis of hom toelaat om meer as twee uur oortyd op 'n dag te werk nie.

(5) *Betaling vir oortyd*.—(a) 'n Werkgewer moet sy werknemer, uitgesonder 'n los werknemer, wat oortyd werk, besoldiging betaal teen minstens anderhalfmaal die weekloon wat in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf word, gedeel deur twee-en-negentig, ten opsigte van elke halfuur of gedeelte van sodanige halfuur wat aldus gewerk word.

(b) In die geval van 'n los werknemer, moet die werkgewer sodanige werknemer wat oortyd werk, besoldiging betaal teen minstens anderhalfmaal die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig, gedeel deur vyf-en-tagtig, ten opsigte van elke halfuur of gedeelte van sodanige halfuur wat aldus gewerk word.

7. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer is geregtig op verlof met volle betaling wat toegestaan moet word op alle wettige openbare vakansiedae; met dien verstande dat van 'n werknemer vereis kan word om op enige van sodanige dae te werk.

(2) As 'n werknemer, uitgesonderd 'n los werknemer, op 'n openbare vakansiedag werk, moet sy werkgewer hom bo en behalwe sy gewone besoldiging vir sodanige dag, ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, sy gewone weeklikse besoldiging, gedeel deur daardie werknemer se gewone weeklikse werkure, betaal.

(3) As 'n werknemer, uitgesonderd 'n los werknemer, op Sondag werk, moet sy werkgewer hom of—

(a) minstens dubbel die besoldiging wat aan hom betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weeksdag gewerk word, betaal; of

(b) hom vir elke uur of gedeelte van 'n uur wat aldus gewerk word, betaal teen 'n skaal van minstens anderhalfmaal sy gewone skaal van besoldiging vir die totale tydperk wat op daardie Sondag gewerk word en hom binne sewe dae na daardie Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op daardie vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) As 'n los werknemer op Sondag werk, moet sy werkgewer hom minstens dubbel die loon, in klousule 4 (1) vir 'n los werknemer voorgeskryf, betaal.

8. VERLOF.

(1) Bo en behalwe die openbare vakansiedae, voorgeskryf in klousule 7, moet 'n werkgewer sy werknemer ten opsigte van elke volle jaar diens by hom, die volgende toestaan:—

(a) In die geval van handlangers graad I en II, drie agtereenvolgende weke verlof met volle betaling;

(b) in die geval van drywers van ander voertuie as 'n stoomwa, arbeiders en dierevoertuistrywers, twee agtereenvolgende weke verlof met volle betaling;

(c) in die geval van lorriedrywers, vyftien agtereenvolgende werkdade verlof met volle betaling.

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

(i) as daardie verlof nie eerder toegestaan is nie, dit binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, toegestaan moet word;

(ii) die tydperk van daardie verlof niet met siektverlof toegestaan kragtens klousule 9, of met 'n tydperk waarin die werknemer verplig is om opleiding kragtens die Zuid-Afrika Verdedigings Wet, 1912, mag saamval nie;

(iii) as 'n openbare vakansiedag binne die tydperk van sodanige verlof val, nog 'n dag ter vervanging vir elke sodanige openbare vakansiedag, as 'n verdere tydperk van verlof met volle betaling by genoemde tydperk gevoeg moet word;

(iv) 'n werkgewer elke dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle betaling aan sy werknemer toegestaan is, van sodanige tydperk van verlof kan aftrek;

(2) *Meal Break*.—An employer shall not require or permit his employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

(i) if such interval be for longer than one hour any period in excess of an hour shall be deemed to be ordinary hours of work; and

(ii) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(3) *Overtime*.—All time worked in excess of the number of hours prescribed in sub-clause (1) (a), (1) (b) and (1) (c) shall be deemed to be overtime.

(4) *Limitation of Overtime*.—An employer shall not require or permit his employee to work overtime for more than ten hours in any week, and in the case of a casual employee, he shall not require or permit such employee to work overtime for more than two hours in any day.

(5) *Payment for Overtime*.—(a) An employer shall pay to his employee other than a casual employee who works overtime remuneration at not less than one and one-half times the weekly wage prescribed in clause 4 (1) for an employee of his class divided by ninety-two in respect of each half-hour or part of such half-an-hour so worked.

(b) In the case of a casual employee the employer shall pay to such employee who works overtime remuneration at not less than one and one-half times the weekly rate prescribed for an employee performing the same class of work divided by eighty-five in respect of each half-hour or part of half-an-hour so worked.

7. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays*.—An employee shall be entitled to and be granted leave on full pay on all statutory public holidays, provided that an employee may be required to work on any such day.

(2) Whenever an employee other than a casual employee works on a public holiday his employer shall in addition to his ordinary remuneration for such day pay to him in respect of each hour or part of an hour so worked his ordinary weekly remuneration divided by such employee's ordinary weekly working hours.

(3) Whenever an employee, other than a casual employee, works on a Sunday, his employer shall either—

(a) pay him not less than double the remuneration payable to him in respect of the period ordinarily worked by him on a week-day; or

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

(4) Whenever a casual employee works on a Sunday his employer shall pay him not less than double the wage prescribed in clause 4 (1) for a casual employee.

8. LEAVE.

(1) In addition to the public holidays prescribed in clause 7 an employer shall grant to his employee in respect of each completed year of employment with him—

(a) in the case of handymen grades I and II, three consecutive weeks' leave on full pay;

(b) in the case of drivers of vehicles other than a steam wagon, labourers and drivers of animal-drawn vehicles two consecutive week's leave on full pay;

(c) in the case of lorry drivers, fifteen consecutive workdays' leave on full pay.

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

(i) if such leave has not been granted earlier it shall be granted within two 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 clause 9 nor with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;

(iii) if any public holiday falls within the period of such leave, another day shall, in substitution for each such public holiday, be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates;

No. 379.]

[15 Maart 1957.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.GROOTHANDEL VLEISBEDRYF.—WITWATERS-
RAND.

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 bepalinge van die Ooreenkoms en kennisgewing in verband met die Groothandel Vleisbedryf, Witwatersrand, gepubliseer by Goewermenskennisgewing No. 378 van 15 Maart 1957 nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

No. 379.]

[15 March 1957.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

WHOLESALE MEAT TRADE.—WITWATERSRAND.

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 Wholesale Meat Trade, Witwatersrand, published under Government Notice No. 378 of the 15th March, 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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