

Republic of South Africa

Republiek van Suid-Afrika



Government Gazette

Buitengewone Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 856)

Price 10c Prys
Overseas 15c Oorsee
POST FREE - POSVRY

(REGULASIEKOERANT No. 856)

VOL. 28.]

PRETORIA, 13 OCTOBER 1967.
13 OKTOBER

[No. 1870

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1642.]

[13 October 1967.

INDUSTRIAL CONCILIATION ACT, 1956.

RETAIL MEAT TRADE, PRETORIA.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the schedule hereto and which relates to the Retail Meat Trade, shall be binding from the 23rd October 1967, and for the period ending on the 22nd October 1970, 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 section 48 (1) (b) of the said act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (3) (f), 14 and 20 shall be binding from the 23rd October 1967, and for the period ending on the 22nd October 1970, 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 area within a radius of 15 miles from Church Square, Pretoria; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area within a radius of 15 miles from Church Square, Pretoria, and from the 23rd October 1967, and for the period ending on the 22nd October 1970, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 5 (3) (f), 14 and 20, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1642.]

[13 Oktober 1967.

WET OP NYWERHEIDSVERSOENING, 1956.

KLEINHANDELVLEISBEDRYF, PRETORIA.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die bylae hiervan verskyn en wat op die Kleinhandelvleisbedryf betrekking het, vanaf 23 Oktober 1967, en vir die tydperk wat op 22 Oktober 1970 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 vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (a), 2, 5 (3) (f), 14 en 20, vanaf 23 Oktober 1967, en vir die tydperk wat op 22 Oktober 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebied binne 'n straal van 15 myl vanaf Kerkplein, Pretoria; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (a), 2, 5 (3) (f), 14 en 20, vanaf 23 Oktober 1967 en vir die tydperk wat op 22 Oktober 1970 eindig, in die gebied binne 'n straal van 15 myl vanaf Kerkplein, Pretoria, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by die werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE (PRETORIA).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between

The Pretoria and District Retail Meat Traders' Association

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

Pretoria Retail Meat Trade Employees' Union

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

being parties of the Industrial Council for the Retail Meat Trade (Pretoria).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed within a 15 mile radius from Church Square, Pretoria, by all employers who are members of the employers' organisation and who are engaged in the Retail Meat Trade and by all members of the Trade Union employed in that Trade.

(b) Notwithstanding the provisions of paragraph (a), the terms of this Agreement shall apply to only those employees for whom wages are prescribed in this Agreement and to the employers of such employees.

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 3 (three) years or for such period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act No. 28 of 1956, as may be amended from time to time;

"blockman" means an employee, other than a learner butcher, butchers' assistant or labourer, who has had not less than 5 years' experience in the Retail Meat Trade or a person who has passed a qualifying test in terms of clause 25 of this Agreement and who cuts up meat and/or serves customers in an establishment and/or makes up orders in an establishment and who in addition may supervise the work of other employees or undertakes any other work in an establishment;

"butcher (first)" means an employee who is in charge of a retail butcher shop in the capacity of a blockman;

"butcher (learner)" means an employee who has had less than 5 years' experience in the Retail Meat Trade, and who is engaged in learning the trade of a blockman;

"butcher's assistant" means an employee, other than a butcher (learner), who, under the supervision of a blockman or an employer who is actively engaged in the work of a blockman, is engaged in breaking up quarters of beef, carcasses of mutton, lamb, pork and veal into component cuts only, but shall not be permitted to use the tools of the trade further thereon except to make sausages and bone and roll meat; and in addition, may perform the duties of a labourer;

"cashier and clerical assistant" means an employee who is engaged in one or more of the following duties:—

(a) Receiving money for goods purchased for cash or credit sales;

(b) the booking of customers' orders and debiting the amounts of goods supplied to customers and rendering accounts;

(c) assisting in other routine clerical work;

"casual employee" means an employee who is employed in any establishment, and whose contract of employment is not for more than 3 days in any 1 calendar week in such establishment;

"Council" means the Industrial Council for the Retail Meat Trade (Pretoria) registered in terms of section nineteen of the Act;

"establishment" means any premises used for the purpose of selling meat including all operations incidental thereto in terms of the definition "Retail Meat Trade", or any premises licensed or required to be licensed to sell meat by retail, or any premises registered or required to be registered with the Livestock and Meat Industries Control Board in terms of the Marketing Act, No. 26 of 1937 as amended;

"experience" means—

(1) in relation to a blockman, butcher (first) or butcher (learner), the total period(s) of employment which an employee has had as such;

BYLAE.

NYWERHEIDSRAAD VIR DIE KLEINHANDEL-VLEISBEDRYF (PRETORIA).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenings, No. 28 van 1956, gesluit en aangegaan deur en tussen die

Pretoria and District Retail Meat Traders' Association

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

Pretoria Retail Meat Trade Employees' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie ooreenkoms moet binne 'n straal van 15 myl van Kerkplein, Pretoria, nagekom word deur alle lede van die werkgewersorganisasie wat die Kleinhandel-vleisbedryf beoefen en deur alle lede van die vakvereniging wat in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van paragraaf (a) is die bepalings van hierdie ooreenkoms slegs van toepassing op werknemers vir wie lone in hierdie ooreenkoms voorgeskryf word, en vir werkgewers van sodanige werknemers.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet bepaal en bly 3 (drie) jaar van krag of vir 'n tydperk wat deur hom vasgestel mag word.

3. WOORDOMSKRYWINGS.

(1) Enige uitdrukkings wat in hierdie Ooreenkoms gebruse word en in die Wet bepaal is, het dieselfde betekenis as in die Wet. Alle verwysings na 'n wet omvat alle wysigings daarvan en uitgesonderd waar die teenoorgestelde blykbaar bedoel word, omvat woorde wat die manlike geslag aandui, ook vrouens, en voorts, tensy dit strydig met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoenings, No. 28 van 1956, soos dit van tyd tot tyd gewysig mag word;

"blokman" 'n werknemer, uitgesonderd 'n leerlingslagter, slagtersassistent of arbeider, met minstens 5 jaar ondervinding in die kleinhandel-vleisbedryf of 'n persoon wat 'n kwalifiserende toets kragtens klousule 25 van hierdie ooreenkoms geslaag het en wat vleis stukkend sny en/of klante bedien in 'n bedryfsinrigting en/of bestellings opmaak in 'n bedryfsinrigting en wat daarbenewens toesig mag hou oor die werk van ander werknemers of enige ander werk in 'n bedryfsinrigting onderneem;

"eerste slagter" 'n werknemer wat toesig het oor 'n kleinhandel-slagterswinkel in die hoedanigheid van 'n blokman;

"leerlingslagter" 'n werknemer met minder as vyf jaar ondervinding in die Kleinhandel-vleisbedryf en wat die beroep van 'n blokman aanleer;

"slagtersassistent" 'n werknemer, uitgesonderd 'n leerling-slagter, wat onder die toesig van 'n blokman of 'n werkgewer wat aktief besig is met die werk van 'n blokman, slegs beeskwarte, karkasse van skape, lammers, varke en kalwers verdeel in die besondere stukke waaruit dit bestaan, maar wat nie toegelaat mag word om die gereedskap van die bedryf verder daarop te gebruik nie, uitgesonderd om wors en beenvleis en rolvleis te maak en om daarbenewens die pligte van 'n arbeider uit te voer;

"kassier en klerklike assistent" 'n werknemer wat een of meer van die volgende werksaamhede uitvoer:—

(a) Geld ontvang vir goedere wat vir kontant of op krediet verkoop is;

(b) klante se bestellings aanteken en die bedrae debiteer van goedere wat aan klante verskaf is en rekenings uitstuur;

(c) help met ander klerklike roetinewerk;

"los werknemer" 'n werknemer in diens in enige bedryfsinrigting, en wie se dienskontrak vir hoogstens 3 dae in enige enkele kalenderweek in sodanige bedryfsinrigting geldig is;

"Raad" die Nywerheidsraad vir die Kleinhandel-vleisbedryf (Pretoria) geregistreer ingevolge artikel negentien van die Wet;

"bedryfsinrigting" enige persele wat gebruik word vir die doel om vleis te verkoop, met inbegrip van alle werksaamhede wat daaruit voortvloei ingevolge die woordbepaling van "Kleinhandel-vleisbedryf", of enige persele wat gelisensieer is of gelisensieer moet word om vleis in die kleinhandel te verkoop, of enige persele wat geregistreer is of geregistreer moet word by die Raad van Beheer oor die Vee- en Vleisnywerheid ingevolge die Bemerkingswet, No. 26 van 1937, soos gewysig;

"ondervinding"—

(1) met betrekking tot 'n blokman, eerste slagter of leerling-slagter, die totale tydperk(e) diens wat 'n werknemer as sodanig gehad het;

(2) in relation to a cashier or clerical assistant the total period(s) of experience which an employee has had in cashier or clerical work in the Retail Meat Trade, and in relation to a saleslady, the total period or periods of employment such employee has had in selling small goods or meat in the Retail Meat Trade;

"hourly wage"—

(a) in the case of a weekly paid employee, is the weekly wage divided by 46; and

(b) in the case of a monthly paid employee, is the monthly wage divided by four and one-third times 46;

"weekly wage" in the case of a monthly paid employee, is the monthly wage divided by four and one-third;

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

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

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

(c) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand propelled vehicle; including mechanically propelled bicycle or tricycle up to and including 50 c.c.s. engine capacity;

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

(e) cleaning and chopping of bones;

(f) cutting up and melting of fat and dripping;

(g) cleaning and grinding of tools;

(h) plucking and dressing of poultry;

(i) pumping of meat;

(j) mincing of meat, filling of sausages or other similar preparations;

(k) skinning and cleaning of game and calves;

(l) the occupations enumerated in clause 24;

(m) any other routine duties normally performed by a labourer;

"law" includes the common law;

"meat" means meat intended for human or animal consumption and includes game, horse meat and donkey meat;

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

"retail meat trade" or "trade" means the trade in which employers and employees are associated for the purpose of selling meat by retail from a fixed place of business";

"sub-blockman" means an employee engaged in performing the duties of a blockman for the purpose of attending exclusively to non-White customers, subject to the written consent of the Council;

"saleslady" means a female employee employed in the sale of small goods and pre-cut meat including the weighing and wrapping of such meat or small goods;

"Secretary" means the Secretary of the Industrial Council for the Retail Meat Trade (Pretoria).

"working employer" means an employer who himself performs the work of any of his employees.

(2) For the purpose of this Agreement an employee shall be deemed to be in that class in which he is wholly or mainly engaged.

4. REMUNERATION.

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

	Per Week. R c
(a) Butcher (first)	30 00
(b) Blockman	27 00
(c) Sub-Blockman	16 00
(d) Butcher's Assistant	7 60
(e) Cashier or Clerical Assistant—	
during first year of experience	8 54
during second year of experience	10 33
during third year of experience	12 12
during fourth year of experience	13 90
thereafter	15 69
(f) Saleslady—	
during first year of experience	6 50
during second year of experience	7 50
during third year of experience	8 50
during fourth year of experience	10 00
thereafter	14 00
(g) Driver of motor vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 1,000 lb	9 20
(ii) exceeds 1,000 lb, but does not exceed 4,000 lb	11 50
(iii) exceeds 4,000 lb, but does not exceed 6,000 lb	15 00
(iv) Over 6,000 lb	17 65

(2) met betrekking tot 'n kassier of klerklike assistent, die totale tydperk(e) ondervinding wat 'n werknemer gehad het in kassiers- of klerklike werk in die Kleinhandelvleisbedryf, en met betrekking tot 'n verkoopsdame, die totale tydperk(e) diens wat sodanige werknemer gehad het in die verkoop van vleisprodukte of vleis in die Kleinhandelvleisbedryf;

"uurloon"—

(a) in die geval van 'n werknemer wat by die week betaal word, die weekloon gedeel deur 46; en

(b) in die geval van 'n werknemer wat by die maand betaal word, die maandloon gedeel deur 4 en een-derde maal 46;

"weekloon" in die geval van 'n werknemer wat by die maand betaal word, die maandloon gedeel deur 4 en een-derde;

"arbeider" 'n werknemer wat uitsluitlik in diens is op een of meer van die volgende werksaamhede:—

(a) Persele, voertuie, lewende diere, gerei, implemente of masjinerie skoonmaak;

(b) goedere, vleis of pluimvee op voertuie laai of van voertuie aflaai;

(c) briewe, boodskappe of goedere te voet of deur middel van trapfiets, driewiel of handvoertuig aflewer of vervoer; met inbegrip van 'n meganies aangedrewe trapfiets of driewiel met 'n enginvermoë van tot en met 50 k.s.;

(d) die insameling van bestellings en geld van klante buite die bedryfsinrigting;

(e) bene skoonmaak en opkap;

(f) vet en kookvet opnsy en smelt;

(g) gereedskap skoonmaak en skerpmaak;

(h) pluimvee pluk en skoonmaak;

(i) vleis pomp;

(j) vleis maal, wors of dergelike preparate volmaak;

(k) wild en kalwers afslag en skoonmaak;

(l) die werksaamhede genoem in klousule 24, te verrig;

(m) enige ander roetinepligte wat normaalweg deur 'n arbeider verrig word;

"vleis" vleis bedoel vir menslike of diere gebruik en omvat wild, perdevleis en donkievleis;

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

"Kleinhandelvleisbedryf" of "bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om vleis in kleinhandel vanuit 'n vaste besigheidsplek te verkoop;

"onderblokman" 'n werknemer wat die pligte van 'n blokman uitvoer met die doel om uitsluitend nie-Blanke klante te bedien, behoudens die skriftelike toestemming van die Raad;

"verkoopsdame" 'n vroulike werknemer in diens by die verkoop van vleisprodukte of voorafgesnyde vleis, met inbegrip van die weeg en toedraai van sodanige vleis of vleisprodukte;

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

"werkende werkgewer" 'n werkgewer wat self die werk van enigen van sy werknemers verrig.

(2) Vir die toepassing van hierdie Ooreenkoms word 'n werknemer geags in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. BESOLDIGING.

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

	Per Week. R c
(a) Eerste slagter	30 00
(b) Blokman	27 00
(c) Onderblokman	16 00
(d) Slagtersassistent	7 60
(e) Kassier of klerklike assistent—	
gedurende eerste jaar ondervinding	8 54
gedurende tweede jaar ondervinding	10 33
gedurende derde jaar ondervinding	12 12
gedurende vierde jaar ondervinding	13 90
daarna	15 69
(f) Verkoopsdame—	
gedurende eerste jaar ondervinding	6 50
gedurende tweede jaar ondervinding	7 50
gedurende derde jaar ondervinding	8 50
gedurende vierde jaar ondervinding	10 00
daarna	14 00
(g) Drywer van 'n motorvoertuig waarvan die onbelaste gewig, saam met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) hoogstens 1,000 lb is	9 20
(ii) meer as 1,000 lb, maar nie meer as 4,000 lb is nie	11 50
(iii) meer as 4,000 lb, maar nie meer as 6,000 lb is nie	15 00
(iv) meer as 6,000 lb is	17 50

	Per week. R. c.
(h) Butcher (Learner)—	
16 years of age	16 00
17 years of age	17 00
18 years of age	18 00
19 years of age	19 00
20 years of age	20 00

(i) Labourer—

during the first 12 months from the date on which this Agreement comes into operation	7 00
thereafter	7 50

(j) Casual Blockman	5 40
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per day
or part
of a
day.

(k) Casual employee other than a casual blockman—

The minimum rate at which remuneration shall be paid by an employer for each day or part of a day of employment shall be as follows:—

(a) In the case of all employees for whom a rising scale of pay is prescribed in subclause 1 (e) and 1 (f) of this clause, one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform;

(b) in the case of all other employees, other than a casual blockman, one-fifth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) The wages payable in terms of subclause (1) of this clause shall include cost of living allowance, provided that if the cost of living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation is increased the remuneration of employees shall be increased accordingly, provided further that the amount paid as cost of living allowance under Government Notice No. 31 of 1956, shall for the purpose of the said War Measure or substituting or superseding legislation count as cost of living allowance.

(3) *Differential rates.*—An employer who requires or permits a member of one class of his employees to perform for longer than 1 hour in the aggregate on any day, either in addition to his own work or in substitution therefor work of another class, for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

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

(i) in the case referred to in paragraph (a) not less than one-sixth of the higher weekly wage prescribed in subclause (1); and

(ii) in the case referred to in paragraph (b), not less than one-sixth of the highest weekly wage for the higher class; provided that where the difference between classes is, in terms of subclause (1) based on experience, sex or age, the provisions of this subclause shall not apply.

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

(5) *Basis of contract.*—Every employee shall be deemed to be a weekly employee unless he falls within the definition "casual employee" and shall be paid not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class, subject to the provisions of clauses 4 (3) and 5 (3), irrespective of whether he has worked full time or less, and shall be subject to the other conditions (in so far as they may be applicable) prescribed for such an employee.

5. PAYMENT OF REMUNERATION.

(1) Wages prescribed in clause 4 shall be paid in full in cash weekly on Saturdays to employees for whom wages are prescribed on a weekly basis or not later than the last day of each month for monthly paid employees or on the termination of employment in the case of casual employees or other employees, if this should take place before the ordinary pay-day of such employees.

(2) Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, or in the Bantu Labour Regulations Act, 1911, no employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by his employer or to purchase any goods from his employer.

	Per Week. R c
(h) Leerlingslager—	
16 jarige ouderdom	16 00
17 jarige ouderdom	17 00
18 jarige ouderdom	18 00
19 jarige ouderdom	19 00
20 jarige ouderdom	20 00

(i) Arbeider—

gedurende die eerste 12 maande na inwerkingtreding van hierdie ooreenkoms	7 00
daarna	7 50

(j) Los blokman	5 40
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per dag
of deel
van 'n
dag.

(k) Los werknemer, uitgesonderd 'n los blokman.

Die minimum loon wat deur 'n werkgever vir elke dag diens of gedeelte van 'n dag diens betaal moet word, is soos volg:—

(a) In die geval van al die werknemers vir wie 'n stygende loonskaal in subklousules 1 (e) en 1 (f) van hierdie klousule voorgeskryf is, een-vyfde van die hoogste weekloon, voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig wat van 'n los werknemer vereis word;

(b) in die geval van alle ander werknemers, uitgesonderd 'n los blokman, een-vyfde van die weekloon, voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig wat van 'n los werknemer vereis word.

(2) Die lone wat betaalbaar is ingevolge subklousule (1) van hierdie klousule moet lewenskostetoelae insluit, met dien verstande dat as die lewenskostetoelae ooreenkomstig Oorlogsmatreël No. 43 van 1942, soos gewysig, of enige vervangende wetgewing verhoog moet word, die besoldiging van werknemers dienoreenkomstig verhoog moet word; voorts met dien verstande dat die bedrag wat as lewenskostetoelae betaal word kragtens Goewerments kennisgewing No. 31 van 1956, vir die toepassing van genoemde Oorlogsmatreël of vervangende wetgewing as lewenskostetoelae moet tel.

(3) *Differensiële lone.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n dag, hetsy bo en behalwe sy eie werk of in plaas daarvan, altesame vir meer as 1 uur werk van 'n ander klas te verrig, waarvoor of—

(a) 'n hoër loon as dié vir sy eie klas; of

(b) 'n stygende loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas;

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

(i) in die geval in paragraaf (a) genoem, minstens een-sesde van die hoogste weekloon in subklousule (1) voorgeskryf; en

(ii) in die geval in paragraaf (b) genoem, minstens een-sesde van die hoogste weekloon vir die hoogste klas;

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

(4) *Voorbehoudsbepalings.*—Niks in hierdie Ooreenkoms mag die loon verminder wat betaal word aan 'n werknemer wat, op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang as die loon wat vir hom in hierdie klousule voorgeskryf word nie, en sodanige werknemer moet steeds besoldig word met, en is geregtig op, 'n loon wat nie laer is nie as sodanige hoër loon asof sodanige hoër loon die minimum loon was wat vir hom in hierdie klousule voorgeskryf is.

(5) *Kontrakbasis.*—Elke werknemer moet beskou word as 'n weeklikse werknemer tensy hy binne die woordskrywing van "los werknemer" val en moet minstens die volle weekloon, voorgeskryf in subklousule (1) vir 'n werknemer van sy klas, betaal word, onderworpe aan die bepalinge van klousules 4 (3) en 5 (3), hetsy hy die volle tyd of minder gewerk het, en is onderworpe aan die ander voorwaardes (vir sover hulle van toepassing is) wat vir so 'n werknemer voorgeskryf is.

5. BETALING VAN BESOLDIGING.

(1) Lone voorgeskryf in klousule 4 moet ten volle in kontant weekliks op Saterdag betaal word aan werknemers vir wie lone op 'n weeklikse basis voorgeskryf is, of op of voor die laaste dag van elke maand vir werknemers wat maandeliks besoldig word, of by diensbeëindiging in die geval van los werknemers of ander werknemers, indien dit sou plaasvind voor die gewone betaaldag van sodanige werknemers.

(2) Behalwe soos bepaal by die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of by die Bantoe Arbeid Regelingswet, 1911, mag dit van geen werknemer vereis word om as deel van sy dienskontrak by sy werkgever, of by 'n plek deur sy werkgever aangewys, te leaseer en/of in te woon of goedere van sy werkgever te koop nie.

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

	For Board and Lodging. R.	For Board only. R.	For Lodging only. R.
Labourer, butchers' assistant and employee not elsewhere specified.....	0-60	0-40	0-20
All other employees.....	2-60	1-73	0-87

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

(a) when an employee is away or absents himself without permission from work, a deduction proportionate to the period of such absence may be made;

(b) whenever an employee agrees to board or lodge with an employer, an amount not exceeding the amount provided for in subclause (2) of this clause may be deducted;

(c) contributions to Council Funds may be deducted in terms of clause 11 (b) and (c) of this Agreement;

(d) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds;

(e) 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;

(f) every employer shall at the written request of the employee, deduct weekly or monthly, as the case may be, from the wages of his employees affected by this Agreement, the amount of the subscriptions payable to the trade union as advised by the Secretary of the Council from time to time and shall forward on the form prescribed in annexure A hereto, the amount thus deducted by the Secretary of the Council not later than the 10th day of each month, together with the fees prescribed in clause 11 of this Agreement.

6. TRADING HOURS.

No employer shall open or permit to be open any establishment for the purpose of trading, or sell or supply goods, or permit any employee to sell or supply goods in or from such establishment—

(a) on Sundays;

(b) on public holidays;

(c) before 6 a.m. on any weekday;

(d) not later than 1.30 p.m. on Mondays, Tuesdays and Thursdays;

(e) not later than 1 p.m. on Wednesdays and Saturdays;

(f) not later than 2.30 p.m. on Fridays.

7. WORKING HOURS OF EMPLOYEES.

(1) The ordinary working hours of employees in respect of whom minimum wages are prescribed in clause 4 of this Agreement, shall not exceed 46 hours per week of 6 working days, provided that—

(a) no employee shall be required to work later than the closing hours prescribed in clause 6 of this Agreement; provided further that working hours may be extended to 4 p.m. on a day preceding Christmas and New Year's Day, and 3 p.m. on any day preceding statutory holidays; provided that this subclause shall not be construed as permitting an employer to keep his establishment open outside the hours laid down in the Shop Hours Ordinance;

(b) no employee in regular employment with an employer in the Retail Meat Trade shall be permitted to work for another employer in the trade, nor shall such other employer allow or permit such employee to work for him;

(c) no employee shall be permitted to work in any other trade within or outside the hours he is called upon to work in terms of subclause (1) of this clause whether for his own employer or any other employer, without the written permission of the Council;

(d) no female employee other than a female blockman shall be permitted to work in any establishment before 6 a.m. and after 6 p.m.

(2) *Meal intervals.*—An employer shall not require or permit an employee except on a Wednesday or a Saturday to work for more than 5 hours continuously without a meal interval of not less than 1 hour during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that periods of work interrupted by periods of less than 1 hour, shall be deemed to be continuous.

8. OVERTIME.

(1) Payment for overtime, that is, time worked outside the ordinary working hours of an employee as prescribed in clause 7, shall be at the rate of one and a half times the employee's hourly wage, for each hour or part of an hour so worked: Provided

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

	Vir losies en huis- vesting. R.	Slegs vir losies. R.	Slegs vir huis- vesting. R.
Arbeider, slagtersassistent en werknemer nie elders spesi- fiek genoem nie.....	0-60	0-40	0-20
Alle ander werknemers.....	2-60	1-73	0-87

(3) Geen boetes of aftrekkings van enige aard mag gedoen word van bedrae wat aan 'n werknemer verskuldig is nie: Met dien verstande dat—

(a) as 'n werknemer sonder toestemming van die werk wegbl, 'n bedrag in verhouding tot die afwesigheid afgetrek mag word;

(b) wanneer 'n werknemer instem om by 'n werkgever te loseer of in te woon, 'n bedrag afgetrek mag word van hoogstens die bedrag voorgeskryf by subklousule (2) van hierdie klousule;

(c) bydraes aan die Raadsfonds afgetrek mag word kragtens klousule 11 (b) en (c) van hierdie Ooreenkoms;

(d) met die skriftelike toestemming van sy werknemer, 'n aftrekking vir verlof-, siektebystand-, versekering-, besparing-, voorsorgs- of pensioenfondse;

(e) as 'n werkgever regtens of ingevolge ordonnansie of regs-geding verplig is om betaling vir of ten behoeve van 'n werknemer te doen, enige sodanige bedrag wat aldus betaal is, afgetrek mag word;

(f) elke werkgever op die skriftelike versoek van die werknemer, wekeliks of maandeliks, na gelang van die geval, van die lone van sy werknemers wat deur hierdie Ooreenkoms geraak word, die ledegeld moet aftrek wat betaal moet word aan die vakvereniging soos van tyd tot tyd deur die Sekretaris van die Raad gemeld, en moet die bedrag aldus afgetrek, op die vorm voorgeskryf in aanhangsel A hierby, aan die Sekretaris van die Raad op of voor die 10de van elke maand stuur, saam met die geld voorgeskryf in klousule 11 van hierdie Ooreenkoms.

6. BESIGHEIDSURE.

Geen werkgever mag 'n bedryfsinrigting oopmaak of toelaat dat 'n bedryfsinrigting oopgemaak word met die doel om handel te dryf of goedere te verkoop of te verskaf of om toe te laat dat enige werknemer goedere in of vanuit 'n bedryfsinrigting verkoop of verskaf nie—

(a) op Sondag;

(b) op openbare vakansiedae;

(c) voor 6 vm. op enige weekdag;

(d) nie later as 1.30 nm. op Maandae, Dinsdae en Donderdae;

(e) nie later nie as 1 nm. op Woensdae en Saterdag;

(f) nie later nie as 2.30 nm. op Vrydae.

7. WERKURE VAN WERKNEMERS.

(1) Die gewone werkure van werknemers vir wie minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, mag nie 46 uur per week van 6 werkdae oorskry nie: Met dien verstande dat—

(a) van geen werknemer vereis mag word om later te werk as die sluitingsure voorgeskryf in klousule 6 van hierdie Ooreenkoms nie; voorts met dien verstande dat werkure verleng mag word tot 4 nm. op 'n dag wat Kersdag en Nuwejaarsdag voorafgaan, en 3 nm. op enige dag wat wetlike vakansiedae voorafgaan; met dien verstande dat hierdie subklousule nie vertolk mag word nie as sou dit 'n werkgever toelaat om sy bedryfsinrigting oop te hou buite die ure bepaal by die Winkelure-ordonnansie;

(b) geen werknemer in vaste diens by 'n werkgever in die Kleinhandelvleisbedryf toegelaat mag word om vir 'n ander werkgever in die bedryf te werk nie; ook mag sodanige ander werkgever nie sodanige werknemer toelaat om vir hom te werk nie;

(c) geen werknemer toegelaat mag word om in enige ander bedryf binne of buite die ure te werk waarin hy ooreenkomstig subklousule (1) van hierdie klousule moet werk nie, hetsy vir sy eie werkgever of vir enige ander werkgever, sonder die skriftelike toestemming van die Raad;

(d) geen vroulike werknemer, behalwe 'n vroulike blokman, toegelaat mag word om voor 6 vm. en na 6 nm. in enige bedryfsinrigting te werk nie.

(2) *Etensonderbrekings.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat, uitgesonderd op 'n Woensdag of 'n Saterdag, om langer as 5 uur aaneen sonder 'n etensonderbreking van minstens 1 uur te werk nie, en gedurende dié onderbreking mag daar nie van die werknemer vereis en mag hy nie toegelaat word om enige werk te verrig nie en sodanige onderbreking mag nie geag word deel uit te maak van die gewone werkure of oortyd nie: Met dien verstande dat werktidperke wat deur tydperke van minder as 1 uur onderbreek word, as aaneenlopend geag moet word.

8. OORTYDWERK.

(1) Besoldiging vir oortyd, d.w.s. tyd gewerk buite die gewone werkure van 'n werknemer soos voorgeskryf in klousule 7, moet geskied teen een en 'n half maal die werknemer se uurloon, vir elke uur of gedeelte van 'n uur aldus gewerk; met dien verstande

that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

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

(3) No employee shall be required to work overtime exceeding 2 hours on any day or 6 hours in any 1 week, provided that no employer shall require or permit a female employee to work overtime:—

(a) On more than 3 consecutive days;

(b) on more than 60 days in any year.

(4) Payment for overtime shall be made on the first pay day following the period in which the overtime was worked.

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

9. ANNUAL LEAVE.

(1) Each employee, except casual employees, shall be entitled to and be granted and shall take leave on full pay on all public holidays. Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave on full pay.

(2) (a) Each employee, other than an employee referred to in paragraph (b) of this subclause shall be granted and shall take for each completed year of his service with the same employer 2 consecutive weeks' leave of absence on full pay reckoned at the wage the employee was receiving the week immediately prior to proceeding on leave. The 2 weeks leave shall include 12 (twelve) clear working days.

(b) An employee for whom wages are prescribed in clause 4 (1) (a), (b), (e), (f) and (h) and who has completed 3 or more consecutive years' employment with the same employer or in the same establishment shall qualify for 3 consecutive weeks annual leave of absence on full pay, reckoned at the wage the employee was receiving the week prior to proceeding on leave, on the completion of such 3 consecutive years of employment and shall thereafter continue to qualify for such period of 3 weeks' leave of absence on the completion of each subsequent year of consecutive employment with the said employer or in the same establishment. Such leave of absence shall commence to be applicable in the case of employees who qualify therefor as from the date such qualifying period of employment is completed or in the case of an employee who has already completed such qualifying period of employment on the completion of a completed year of employment calculated from the date the employees' last annual leave had accrued to him prior to the date of commencement of this Agreement.

(3) The leave referred to in subclause (2) (a) and (b) of this clause shall be granted at a time fixed by the employer, provided that—

(a) if such leave has not been granted earlier it shall be granted within 3 months of the completion of the year of employment to which it relates; and

(b) the period of such leave shall not run concurrently with—

(i) any period of sick leave granted in terms of clause 10 of this Agreement; or

(ii) with any period of notice of termination of employment; or

(iii) with any period during which an employee is required to undergo military training.

(4) Upon termination of employment an employer shall pay to his employee:—

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

(b) in the case of an employee referred to in subclause 2 (a) one twenty-fifth of a week's wage in respect of each completed week of employment with the employer from the date on which the employee had last completed a years service in terms of subclause (a) entitling him to annual leave or the date of his engagement when his service is less than 12 months, as the case may be;

(c) in the case of an employee referred to in subclause 2 (b), three forty-ninths of a week's wages in respect of each completed week of employment in his third or subsequent year of employment with the same employer or in the same establishment from the date on which the employee had last completed a year's service in terms of subclause (a) entitling him to annual leave.

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

(a) absent on leave in terms of subclause (1), (2) (a) and (2)

(b);

dat as oortyd wat op 'n daaglikse basis bereken word, verskil van die wat op 'n weeklikse basis bereken word, die basis wat gunstiger vir die werknemer is, aangeneem moet word.

(2) Van geen werknemer mag vereis word om oortyd sonder sy toestemming te werk nie.

(3) Van geen werknemer mag vereis word om meer oortyd as 2 uur op enige dag of 6 uur in enige week te werk nie, met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar toelaat om oortyd soos volg te werk nie:—

(a) Op meer as 3 opeenvolgende dae;

(b) op meer as 60 dae in enige jaar.

(4) Besoldiging vir oortyd moet gemaak word op die eerste betaaldag wat volg op die tydperk waarin die oortyd gewerk was.

(5) Wanneer 'n blokman of leerlingslagter as gevolg van die laat aflewering van vleis by sy werkgewer se bedryfsinrigting, aangesê word om by die inrigting te wag om vleis in ontvangs te neem, word die tyd wat hy wag ná die gewone werkure, in subklousule (1) van klousule 7 bepaal, nie as oortyd gereken nie; met dien verstande dat 'n werkgewer nie, van so 'n werknemer vereis om gedurende sodanige tydperke te werk nie, en voorts met dien verstande dat sodanige werknemer die tyd wat by deurgebring het om buite die gewone werkure vir sodanige vleis te wag, in die kolom "opmerkings" van die bywoningsregister moet inskryf en nie onder die kolom "gewone werkure" in die bywoningsregister nie.

9. JAARLIKSE VERLOF.

(1) Elke werknemer, uitgesonderd los werknemers, is geregtig op en moet verlof toegestaan word en moet dit neem met volle besoldiging op alle openbare vakansiedae. Wanneer 'n openbare vakansiedag binne die tydperk van jaarlikse verlof val, moet sodanige vakansiedag by genoemde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg word.

(2) (a) Elke werknemer, uitgesonderd 'n werknemer genoem in paragraaf (b) van hierdie subklousule, moet 2 opeenvolgende weke verlof met volle besoldiging bereken teen die loon wat die werknemer ontvang het in die week onmiddellik voordat hy met verlof vertrek, toegestaan word en moet hy dit neem, vir elke voltooide jaar diens by dieselfde werkgewer. Die 2 weke verlof moet 12 (waalf) volle werkdae insluit.

(b) 'n Werknemer vir wie lone in klousule 4 (1) (a), (b), (e) (f) en (h) voorgeskryf word en wat 3 of meer opeenvolgende jare diens by dieselfde werkgewer of in dieselfde bedryfsinrigting voltooi het, kwalifiseer vir 3 opeenvolgende weke jaarlikse verlof met volle besoldiging, bereken teen die loon wat die werknemer ontvang het in die week voordat hy met verlof vertrek, by voltooiing van sodanige 3 opeenvolgende jare diens en daarna moet hy voortgaan om te kwalifiseer vir sodanige tydperk van 3 weke verlof by voltooiing van elke daaropvolgende jaar van aaneenlopende diens by dieselfde werkgewer of in dieselfde bedryfsinrigting. Sodanige verlof begin om van toepassing te wees in die geval van werknemers wat daarvoor kwalifiseer vanaf die datum waarop sodanige kwalifiserende dienstydperk voltooi is of in die geval van 'n werknemer wat reeds sodanige kwalifiserende dienstydperk voltooi het, by voltooiing van 'n volledige jaar diens bereken vanaf die datum waarop die werknemer se laaste jaarlikse verlof vir hom opgeloopt het voor die datum waarop hierdie Ooreenkoms in werking tree.

(3) Die verlof genoem in subklousule (2) (a) en (b) van hierdie klousule moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word, met dien verstande dat—

(a) as sodanige verlof nie eerder toegestaan is nie, dit toegestaan moet word binne 3 maande vanaf die voltooiing van die jaar diens waarop dit betrekking het; en

(b) die tydperk van sodanige diens nie mag saamval nie met—

(i) enige tydperk van siekteverlof wat ingevolge klousule 10 van hierdie Ooreenkoms toegestaan is; of

(ii) met enige tydperk van diensopsegging; of

(iii) met enige tydperk waarin van die werknemer vereis word om militêre opleiding te ondergaan.

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

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

(b) in die geval van 'n werknemer in subklousule (2) (a) genoem een vyf-en-twintigste van 'n week se loon ten opsigte van elke voltooide week diens by die werkgewer vanaf die datum waarop die werknemer laas 'n jaar diens ingevolge die bepaling van subklousule (a) voltooi het wat hom op jaarlikse verlof geregtig maak, of die datum van sy diensaanvaarding as sy diens minder as 12 maande is, na gelang van die geval;

(c) in die geval van 'n werknemer genoem in subklousule (2) (b) drie nege-en-veertigste van 'n week se loon ten opsigte van elke voltooide week diens in sy derde of daaropvolgende jaar diens by dieselfde werkgewer of in dieselfde bedryfsinrigting vanaf die datum waarop die werknemer laas 'n jaar diens voltooi het ingevolge subklousule (a) wat hom op jaarlikse verlof geregtig maak.

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

(a) met verlof afwesig is ingevolge subklousules (1), (2) (a) en

(2) (b);

(b) required to undergo military training in pursuance of the Defence Act, 1957;

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

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

amounting in the aggregate in any year to not more than 10 weeks in respect of subclauses (a), (c) and (d) plus 4 months of military training undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who, in respect of his employment with the same employer in the Retail Meat Trade in the area of jurisdiction of this Agreement, had before the coming into force of this Agreement, become entitled to leave in terms of any law, from the date on which such employee last became entitled to leave under such law;

(ii) in the case of an employee who was in employment with the same employer in the Retail Meat Trade in the area of jurisdiction of this Agreement and, to whom any law providing for annual leave in respect of employment in the Retail Meat Trade, in the said area of jurisdiction applied, but, who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

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

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

(7) Notwithstanding anything to the contrary herein contained, an employer who is required to grant an employee annual leave in terms of subclause (2) (b), may require such employee to accept payment in lieu of leave for the additional weeks leave he is required to grant such employee.

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

10. SICK LEAVE.

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than a casual employee, who is absent from work through incapacity, not less than 24 days sick leave in the aggregate during each cycle of 24 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such periods: Provided—

(i) that in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than 1 work day in respect of each completed month of employment;

(ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 24 work days, in each cycle of 24 months' employment, except that during the first 24 months of the payment of contributions by the employee, the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;

(iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of the clause;

(iv) that if in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount which under this clause an employee claims in respect of any absence from work for a period covering more than 2 consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity:

Provided that, when an employee has during any period of 8 consecutive weeks claimed payment in terms of this clause on 2 or more occasions for periods of 3 consecutive calendar days or less without producing such a certificate, his employer may during the next succeeding 8 weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require, the employee to produce such a certificate, irrespective of the duration of such absence.

(3) Where, during the first cycle of 24 months of employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the

(b) verplig word om militêre opleiding in opvolging van die Wet op Verdediging, 1957, te ondergaan;

(c) van sy werk afwesig is op las of op versoek van sy werkgever;

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

wat altesaam in enige jaar hoogstens 10 weke bedra ten opsigte van subklousules (a), (c) en (d) plus 4 maande van militêre opleiding wat in daardie jaar ondergaan is, en diens word geag te begin—

(i) in die geval van 'n werknemer wat ten opsigte van sy diens by dieselfde werkgever in die Kleinhandelverlofsbedryf in die regsgebied van hierdie Ooreenkoms, voor die inwerking-treding van hierdie Ooreenkoms kragtens enige wet op verlof geregtig was vanaf die datum waarop so 'n werknemer laas ingevolge sodanige wet op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat by dieselfde werkgever in die Kleinhandelverlofsbedryf in die regsgebied van hierdie Ooreenkoms in diens was en op wie enige wet, wat voorsiening maak vir jaarlikse verlof ten opsigte van diens in die Kleinhandelverlofsbedryf in genoemde regsgebied, van toepassing was, maar wat nie op verlof ten gevolge daarvan vanaf die datum waarop sodanige diens 'n aanvang geneem het, geregtig geword het nie;

(iii) in die geval van enige ander werknemer, vanaf die datum waarop die werknemer in sy werkgever se diens begin werk het, of vanaf die datum van die inwerking-treding van hierdie Ooreenkoms, na gelang van die jongste.

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

(7) Ondanks andersluidende bepalings hierin, mag 'n werkgever van wie vereis word om 'n werknemer jaarlikse verlof ingevolge subklousule (2) (b) toe te staan, van sodanige werknemer vereis om betaling aan te neem in plaas van die addisionele weke verlof wat hy aan sodanige werknemer moet toestaan.

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

10. SIEKTEVERLOF.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgever aan sy werknemer, uitgesonderd 'n los werknemer, wat van sy werk afwesig is weens onvermoë om te werk, siekteverlof van minstens 24 dae altesaam gedurende elke kringloop van 24 agtereenvolgende maande diens by hom toestaan en moet hy sodanige werknemer ten opsigte van enige tydperk van afwesigheid ooreenkomstig die bepalings hiervan minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande—

(i) dat 'n werknemer gedurende die eerste twaalf agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as 1 werkdag ten opsigte van elke volle maand diens nie;

(ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgever 'n bedrag wat minstens gelyk is aan dié wat die werknemer bydra, aan 'n fonds of organisasie betaal wat deur die werknemer aangewys word, naamlik 'n fonds of organisasie wat aan die werknemer waarborg dat hy, ingeval van sy onvermoë om te werk onder die omstandighede soos in hierdie klousule omskryf, altesaam minstens die ekwivalent van sy loon vir 24 werkdade in elke kringloop van 24 maande diens betaal sal word, behalwe dat gedurende die eerste 24 maande ten opsigte waarvan die werknemer bydraes betaal, die gewaarborgde betaling nie ten opsigte van 'n groter ge'al dae hoef te geskied nie as die oploos-syfer genoem in die eerste voorbehoudsbepaling van hierdie subklousule;

(iii) dat, waar van 'n werkgever by enige wet vereis word om geld vir die hospitaal- of geneeskundige behandeling van 'n werknemer te betaal en sodanige geld wel betaal, die bedrag wat aldus betaal is, afgetrek mag word van die besoldiging wat verskuldig is ten opsigte van afwesigheid, ooreenkomstig die bepalings van hierdie klousule, weens onvermoë om te werk;

(iv) dat, indien daar by enige ander wet van 'n werkgever vereis word om ten opsigte van enige tydperk van onvermoë om te werk, wat deur hierdie klousule gedek word, aan 'n werknemer sy volle loon te betaal, die bepalings van hierdie klousule nie van toepassing is nie.

(2) 'n Werkgever mag, as 'n vooropgestelde voorwaarde vir die betaling van enige bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende kalenderdae, vereis dat die werknemer 'n sertifikaat moet indien wat deur 'n geneeskundige praktisyn onderteken is en wat die aard en duur van die werknemer se onvermoë bevestig:

Met dien verstande dat wanneer 'n werknemer by twee of meer geleenthede gedurende enige tydperk van 8 agtereenvolgende weke besoldiging kragtens hierdie klousule geëis het vir tydperke van 3 agtereenvolgende kalenderdae of minder sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die daaropvolgende 8 weke as 'n vooropgestelde voorwaarde vir die betaling van enige bedrag wat sodanige werknemer kragtens hierdie klousule eis, van sodanige werknemer mag vereis om so 'n sertifikaat in te dien afgesien van die duur van sodanige afwesigheid.

(3) Waar 'n werknemer gedurende die eerste kringloop van 24 maande diens by dieselfde werkgever weens onvermoë om te werk, afwesig is vir 'n tydperk wat langer is as die siekteverlof

time of such incapacity, he shall be entitled to payment only in respect of such sick leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment, or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, has not been taken.

(4) For the purpose of this clause the expression—

(a) "employment" shall have the same meaning as that assigned to it in subclause (5) of clause 9: 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 for the purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

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

11. COUNCIL FUNDS.

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

(a) An employer shall in respect of each establishment he owns or conducts, pay to the Council an annual contribution of R1.05: Provided that, if a butcher (first) or blockman is not employed in any establishment he owns or conducts, the employer shall pay to the Council an annual contribution of R4.20 in respect of such establishment. The first annual payment shall become due on the date of coming into force of this Agreement or the date on which he enters the trade, whichever is the later, and shall be paid within 2 weeks of the due date. Subsequent annual payments shall become payable on the same dates in succeeding years.

(b) Five cents per week shall be deducted by each employer from the wages of all employees receiving R5 per week or more but less than R10 per week and 10 cents per week from the wages of all casual employees and employees earning more than R10 per week; provided that for the purpose of determining the weekly wage in the case of monthly paid employees, the monthly wage of the employee shall be divided by 4 and one-third.

(c) The total amount so deducted in terms of subclause (b) together with an equal amount which shall be contributed by the employer shall be forwarded by the latter to the Secretary, P.O. Box 1237, Pretoria, not later than the 10th day of each month following the month in respect of which such payments are due.

12. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) Every employer in respect of each establishment he owns or conducts in the Retail Meat Trade shall within one month of the date on which this Agreement comes into operation, and every employer entering or acquiring any additional establishments in the Retail Meat Trade after that date shall in respect of each establishment and within 1 month of the date of commencing operations in regard thereto, forward to the Secretary of the Council, the following particulars:—

- Full name and title of the establishment;
- business address;
- full name and address of the proprietor or partners as the case may be;
- in the case of a limited liability company the address of the registered offices of the company, the full names of the directors, and the person in actual control of each branch of the business, and the full name of the Secretary of such company.

(2) Every employer shall, in the event of a change in any of the particulars required to be furnished in terms of this section, forward to the Secretary of the Council a notification of any such change within 14 days of the date upon which such change took effect.

13. PROPORTION OR RATIO OF EMPLOYEES.

(1) Subject to the provisions of subclause (2) (a) of this clause—

(a) no employer shall employ in any establishment a blockman unless at least 1 butcher (first) is employed;

(b) no employer shall employ in any establishment a butcher (learner) unless a butcher (first) or a blockman is employed, and for every butcher (first) or blockman employed not more than 1 butcher (learner) may be employed;

(c) no employer shall employ in any establishment 2 salesladies unless at least one butcher (first) or blockman is employed, and thereafter for every blockman employed therein, not more than 2 salesladies may be employed;

wat ten tyde van sodanige onvermoë opgeloopt het, is hy geregtig op betaling ten opsigte van slegs dié siekteverlof wat aldus opgeloopt het, maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van genoemde dienskringloof of by diensbeëindiging voor sodanige verstryking hom vir sodanige langer tydperk van afwesigheid weens onvermoë om te werk, betaal in dié mate waarin siekteverlof wat by sodanige verstryking of diensbeëindiging opgeloopt het, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

(a) het "diens" dieselfde betekenis as wat in subklousule (5) van klousule 9 daaraan geheg word: Met dien verstande dat enige tydperk van diens wat 'n werknemer voor die datum waarop hierdie Ooreenkoms in werking getree het, by dieselfde werkgever gehad het, vir die toepassing van hierdie klousule geag word diens kragtens hierdie Ooreenkoms te wees en dat enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, geag word toegestaan te gewees het kragtens die bepalinge van hierdie Ooreenkoms;

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

11. FONDSE VAN DIE RAAD.

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

(a) 'n Werkgever moet ten opsigte van elke bedryfsinrigting wat hy besit of bestuur, aan die Raad 'n jaarlikse bydrae van R1.05 betaal; met dien verstande dat as 'n eerste slagter of blokman nie in enige inrigting wat hy besit of bestuur in diens is nie, die werkgever aan die Raad 'n jaarlikse bydrae van R4.20 moet betaal ten opsigte van elke sodanige bedryfsinrigting. Die eerste jaarlikse betaling is verskuldig op die datum van inwerkingtreding van hierdie Ooreenkoms, of die datum waarop hy tot die bedryf toetree, naamlik die jongste datum, en moet binne 2 weke betaal word vanaf die datum waarop dit verskuldig word. Daaropvolgende jaarlikse betalings word betaalbaar op dieselfde datums in daaropvolgende jare.

(b) Vyf sent per week moet afgetrek word deur elke werkgever van lone van alle werknemers wat R5 per week of meer maar minder as R10 per week ontvang en 10 sent per week van die lone van alle los werknemers en werknemers wat meer as R10 per week verdien; met dien verstande dat vir die doel om die weekloon te bepaal in die geval van werknemers wat maandeliks besoldig word, die maandeloon van die werknemer deur vier en een-derde gedeel moet word.

(c) Dié totale bedrag aldus afgetrek kragtens subklousule (b) tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde gestuur word aan die Sekretaris, Posbus 1237, Pretoria, op of voor die 10de dag van elke maand wat volg op die maand ten opsigte waarvan sodanige betalings verskuldig is.

12. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) Elke werkgever moet ten opsigte van elke bedryfsinrigting wat hy in die Kleinhandelvisbedryf besit of bestuur, binne 1 maand vanaf die datum waarop hierdie Ooreenkoms in werking tree en elke werkgever wat enige bykomende bedryfsinrigting in die Kleinhandelvisbedryf na daardie datum begin of aanskaf, moet ten opsigte van elke inrigting en binne 1 maand, vanaf die datum waarop dit in werking tree, aan die Sekretaris van die Raad die volgende besonderhede stuur:—

- Die handelsnaam van die bedryfsinrigting voluit.
- Besigheidsadres.
- Volle naam en adres van die eienaar of vennote, na gelang van die geval.
- In die geval van 'n maatskappy met beperkte aanspreeklikheid die adres van die geregistreerde kantore van die maatskappy en die volle name van die direkteure en die persoon wat werklik beheer uitoefen oor elke tak van die besigheid en die volle naam van die sekretaris van sodanige maatskappy.

(2) Elke werkgever moet, ingeval daar 'n verandering plaasvind in enige van die besonderhede wat kragtens hierdie klousule verstrek moet word, aan die Sekretaris van die Raad 'n kennisgewing van enige van sodanige veranderings stuur binne 14 dae na die datum waarop sodanige verandering in werking getree het.

13. GETALSVERHOUDING VAN WERKGEWERS.

(1) Behoudens die bepalinge van subklousule (2) (a) van hierdie klousule—

(a) mag geen werkgever 'n blokman in sy bedryfsinrigting in diens hê nie tensy minstens 1 eerste slagter in diens is;

(b) mag geen werkgever in 'n bedryfsinrigting 'n leerling-slagter in diens hê nie tensy 'n eerste slagter of 'n blokman in diens is, en vir elke eerste slagter of blokman in diens mag hoogstens 1 leerling-slagter in diens wees;

(c) mag geen werkgever in enige bedryfsinrigting twee verkoopsdames in diens hê nie tensy minstens 1 eerste slagter of blokman in diens is en daarna vir elke blokman daarin in diens, mag hoogstens 2 verkoopsdames in diens wees;

(2) (a) An employer may in respect of any establishment be reckoned as a butcher (first) or blockman for the purpose of this clause, if—

(i) he is actually engaged in performing the work of a butcher (first) or blockman;

(ii) he satisfies the Council that by reason of his practical knowledge of the trade, he is competent to perform the work of a blockman;

(iii) he obtains from the Council a certificate signed by the Secretary authorising him to reckon himself as a blockman for the purpose of this clause in respect of a specified establishment;

(iv) provided that no certificate in terms of subclause (2) (a) (iii) be granted until the requirements of subclause (2) (a) (ii) have been complied with.

(b) When an employer carries on the retail Meat Trade in more than one establishment such employer shall not, for the purpose of this clause be reckoned as a blockman in respect of more than one establishment.

(3) (a) No employer shall employ a butcher's assistant except with the written authority of the Council and, it shall in any event not be permissible for a butcher's assistant to be employed in any establishment where one or more butcher (first) or blockman are not employed. For the purpose of this subclause the provisions of subclause (2) (a) and (b) shall *mutatis mutandis* apply.

(b) When an employer, who has been granted authority to employ a butcher's assistant in terms of subclause 3 (a), violates the agreement by employing him on work of a higher paid grade than that of a "butcher's assistant", and the Council has satisfied itself that the Agreement was so violated such authority may be withdrawn. The employer concerned shall be notified of the decision of the Council to disallow the continuation of the employment of a butcher's assistant and notwithstanding anything to the contrary herein contained, the butcher's assistant's employment shall be terminated within 10 days of the date of such notification, but he shall be entitled to full remuneration up to and including the 10th day following the date of such notification.

(c) Notwithstanding anything to the contrary contained in this clause no authority to employ a butcher's assistant shall be granted in respect of any establishment employing an employee at R15 per week in terms of an exemption issued by the Council to perform the duties of a sub-blockman in relation to attending to non-White customers only.

14. ORGANISATION.

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

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

(a) who is not a member of such employers' organisation; or

(b) whose membership of such employers' organisation has been suspended by the employers' organisation in accordance with the constitution of the employers' organisation.

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

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

(c) For the convenience of employers in complying with the provisions of this clause, the production by an employee of membership card of the trade union valid for the current year shall be proof of membership of the trade union of such employee. Possession of such a card shall not, however, confer on its holder any greater rights than the holder is entitled to in terms of the constitution of the trade union, more especially in regard to the membership status in the trade union, and should such member

(2) (a) 'n Werkgewer mag ten opsigte van 'n bedryfsinrigting as 'n eerste slagter of blokman gereken word vir die toepassing van hierdie klousule, indien—

(i) hy werklik besig is om die werk van 'n eerste slagter of blokman te verrig;

(ii) hy die Raad oortuig dat hy as gevolg van sy praktiese kennis van die bedryf geskik is om die werk van 'n blokman te verrig;

(iii) hy van die Raad 'n sertifikaat ontvang wat deur die Sekretaris onderteken is en wat hom magtig om homself as 'n blokman te reken vir die toepassing van hierdie klousule ten opsigte van 'n bepaalde inrigting;

(iv) met dien verstande dat geen sertifikaat ingevolge die bepalings van subklousule (2) (a) (iii) toegestaan word voordat die vereistes van subklousule 2 (a) (ii) nagekom is nie.

(b) Waar 'n werkgewer die Kleinhandelvleisbedryf in meer as een bedryfsinrigting uitoefen, word so 'n werkgewer vir die toepassing van hierdie klousule nie as 'n blokman ten opsigte van meer as 1 inrigting gereken nie.

(3) (a) Geen werkgewer mag 'n slagtersassistent in diens neem nie uitgesonderd met die skriftelike magtiging van die Raad en in enige geval is dit nie toelaatbaar vir 'n slagtersassistent om in enige bedryfsinrigting in diens te wees waar een of meer eerste slagters of blokmanne nie in diens is nie. By die toepassing van hierdie subklousule is die bepalings van subklousule (2) (a) en (b) *mutatis mutandis* van toepassing.

(b) Wanneer 'n werkgewer wat magtiging verleen is om 'n slagtersassistent kragtens subklousule 3 (a) in diens te neem, die Ooreenkoms skend deur hom in diens te neem vir werk op 'n hoër besoldigde graad as dié van 'n "slagtersassistent", en die Raad homself oortuig het dat die ooreenkoms aldus geskend is, mag sodanige magtiging teruggetrek word. Die betrokke werkgewer moet in kennis gestel word van die besluit van die Raad om die voortsetting van die dienste van 'n slagtersassistent te verbied en ondanks enige andersluidende bepalings hierin moet die slagtersassistent se diens binne 10 dae vanaf die datum van sodanige kennisgewing beëindig word, maar hy moet geregtig wees op volle besoldiging tot en met die 10de dag wat volg op die datum van sodanige kennisgewing.

(c) Ondanks andersluidende bepalings in hierdie klousule, mag geen magtiging om 'n slagtersassistent in diens te neem, toegestaan word ten opsigte van enige bedryfsinrigting wat 'n werknemer teen R15 per week in diens het kragtens 'n vrystelling deur die Raad uitgereik om die pligte van 'n onderblokman te verrig met betrekking tot die bediening van slegs nie-Blanke kliente.

14. ORGANISASIE.

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

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

(a) wat nie lid van dié werkgewersorganisasie is nie; of

(b) wie se lidmaatskap van dié werkgewersorganisasie deur die werkgewersorganisasie ooreenkomstig die konstitusie van die werkgewersorganisasie opgeskort is.

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

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

(c) Vir die gerief van werkgewers by die nakoming van die bepalings van hierdie klousule, is die voorlegging deur 'n werknemer van 'n lidmaatskapskaart van die vakvereniging wat geldig is vir die lopende jaar, 'n bewys van lidmaatskap van die vakvereniging van die werknemer. Die besit van so 'n kaart verleen egter nie groter regte aan die houer daarvan nie as dié waarop hy ingevolge die bepalings van die konstitusie van die vakvereniging geregtig is, te meer ten opsigte van die lidmaatskapsstatus in die vakvereniging, en indien lidmaatskap van die vakvereniging

be removed or suspended from membership of the trade union, he shall not be eligible for engagement by nor for continued employment with any person who is a member of the employers' organisation, notwithstanding such trade union member's possession of a membership card.

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

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

(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 Republic of South Africa; provided that if any immigrant has at any time after the first 3 months of his employment in the trade refused any invitation from the trade union concerned to become a member thereof, the provisions of this clause shall immediately come into operation.

15. EXEMPTIONS.

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (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, forward a copy of the licence to the employer and employee concerned and a further copy to the Divisional Inspector, Department of Labour, Pretoria.

16. PREMIUMS.

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

17. EXISTING CONTRACTS.

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

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

18. EXHIBITION OF AGREEMENT.

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

19. EMPLOYMENT OF CERTAIN PERSONS.

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

20. AGENTS.

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

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

21. CERTIFICATE OF SERVICE.

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

22. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) Subject to—

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

an employer or his employee, other than a casual employee shall give 24 hours' notice during the first 2 weeks of employment and thereafter 1 week's notice of his intention to terminate the contract of employment;

so 'n persoon ontnem is of opgeskort word, kom hy nie in aanmerking vir indiensneming deur of voortgesette diens by 'n persoon wat 'n lid van die werkgewersorganisasie is nie, ondanks die feit dat hy in besit is van 'n lidmaatskapkaart van sodanige vakvereniging.

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

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

(5) Die bepalings van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste 3 maande wat hy in die bedryf begin werk het, weier om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word.

15. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enigen van die bepalings van hierdie Ooreenkoms om enige regsgeldige rede verleen.

(2) Die Raad moet ten opsigte van elke 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 goeddunke en nadat 1 week skriftelike kennis aan die betrokke persoon gegee is, enige vrystelling mag herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

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

(4) Die Sekretaris van die Raad moet—

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

16. PREMIES.

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

17. BESTAANDE KONTRAKTE.

(1) 'n Dienskontrak wat van krag is op die aanvangsdatum van hierdie Ooreenkoms is onderworpe aan die bepalings van die Ooreenkoms.

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

18. VERTONING VAN OOREENKOMS.

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

19. INDIENSNEEMING VAN SEKERE PERSONE.

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

20. AGENTE.

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

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

21. DIENSSERTIFIKAAT.

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

22. BEÏNDIGING VAN DIENSKONTRAK.

(1) Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder diensopsegging te beëindig, om 'n rede wat regsgeldig as voldoende erken word;
 - (b) die bepalings van enige skriftelike ooreenkoms tussen werkgewer en werknemer wat 'n tydperk stipuleer wat langer is as dié wat hierin bepaal word;
- moet 'n werkgewer of sy werknemer, uitgesonderd 'n los werknemer, 24 uur kennis gee gedurende die eerste 2 weke diens en daarna 1 week kennis gee van sy voorneme om die dienskontrak te beëindig;

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

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

(a) in the case of 24 hours' notice an amount equal to 1 day's remuneration;

(b) in the case of 1 week's notice an amount equal to 1 week's remuneration.

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

For the purpose of this subclause any payment which may be due to an employee in terms of clause 9 of this Agreement, shall also be regarded as a benefit in the process of accrual.

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

(5) The notice referred to in subclause (1) shall not run concurrently with annual leave, in terms of clause 9, or sick leave, in terms of clause 10, or with any period of military training.

23. ATTENDANCE REGISTERS.

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

Every employee shall make every such entry commencing work, ceasing and resuming work for the day at the time of occurrence.

An employee who is in receipt of a regular salary of at least R200 per month, shall be exempt from the provisions of this clause, as well as from the provisions of clause 8 of this Agreement.

24. OPERATION OF BANDSAW BY BUTCHER'S ASSISTANT OR LABOURER.

An employer may permit at butcher's assistant or labourer in his employ to cut up marrow bones, with or without meat, and stripped bones by means of a bandsaw.

25. QUALIFYING TRADE TESTS.

(1) Notwithstanding anything to the contrary contained in this Agreement, every butcher (learner) shall undergo a qualifying trade test as prescribed by the Council, as nearly as practicable at the end of his third year of experience.

(2) A fee not exceeding R10 shall be payable by the applicant in respect of the qualifying trade test.

(3) A butcher (learner) undergoing the trade test in terms of clause (1) shall in respect of the period spent at, or in connection with, the said trade test be paid his ordinary remuneration by his employer and such period of absence from work shall not be deemed to be lost time.

(4) A butcher (learner) who passes the qualifying trade test shall be issued with a certificate by the Council entitling him to be reckoned as a "blockman" with effect from the date on which he passed the test or the date upon which the penultimate year of his training expired, whichever is the later.

26. WORKING EMPLOYERS.

All working employers engaged in the Retail Meat Trade shall *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement.

27. NAME AND ADDRESS OF EMPLOYER ON ALL DELIVERY VEHICLES.

Every employer shall ensure that all delivery vehicles, bicycles or other vehicles used by him for the transport, sale or delivery of meat or meat products, bear his full name and address in a conspicuous position.

28. ULTRA VIRES.

Should any provision of the agreement be declared *ultra vires* by any competent Court of Law, the remaining provisions of this Agreement shall be deemed to be the agreement and shall remain in force for the unexpired period of this Agreement.

Signed on behalf of the parties to the Industrial Council for the Retail Meat Trade this 26th day of June 1967.

J. C. C. BOTHA, *Chairman*.

T. L. S. STEYNBERG, *Vice-Chairman*.

W. J. PIETERSEN, *Secretary*.

(c) die kennisgewing hierbo genoem, tree in werking vanaf die tyd wanneer dit gegee word en moet, uitgesonderd in die geval van arbeiders, skriftelik wees.

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

(a) in die geval van kennisgewing van 24 uur, 'n bedrag gelyk aan 1 dag se besoldiging;

(b) in die geval van 'n kennisgewing van een week, 'n bedrag gelyk aan een week se besoldiging.

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

Vir die toepassing van hierdie klousule moet enige betaling wat ingevolge klousule 9 van hierdie Ooreenkoms aan 'n werknemer verskuldig is, as 'n voordeel beskou word wat aan die ooploop is.

(4) Ingeval 'n ooreenkoms kragtens subklousule (1) (b) van hierdie klousule gesluit word, moet die betaling of verbeuring in plaas van diensopsegging in verhouding wees tot die diensopseggingstyd waartoe ooreengekom is.

(5) Die diensopsegging wat in subklousule (1) genoem word, mag nie met jaarlikse verlof, kragtens klousule 9, of met siekteverlof, kragtens klousule 10, saamval, ook nie met enige tydperk van militêre opleiding nie.

23. BYWONINGSREGISTERS.

Elke werknemer, uitgesonderd 'n motorvoertuigdrywer, 'n slagterassistent of 'n arbeider, moet elke dag in 'n tydregister, wat sy werkgewer moet verskaf, die tyd aanteken waarop hy begin werk en die tyd waarop hy uiteindelik vir die dag ophou werk en die begin- en ophoutye van enige tydperke gedurende die dag waarin hy nie gewerk het nie.

Elke werknemer moet elke sodanige inskrywing in verband met die tyd waarop hy begin werk, ophou werk en werk vir die dag hervat, op die tyd maak wanneer dit plaasvind.

'n Werknemer wat in ontvangs is van 'n gereelde salaris van minstens R200 per maand, is vrygestel van die bepalings van hierdie klousule, asook van die bepalings van klousule 8 van hierdie Ooreenkoms.

24. BEDIENING VAN BANDSAAG DEUR SLAGTERS-ASSISTENT OF ARBEIDER.

'n Werkgewer mag 'n slagtersassistent of arbeider in sy diens toelaat om murgbene, met of sonder vleis, en afgestroopte bene met 'n bandsaag op te saag.

25. KWALIFISERENDE BEDRYFSTOETSE.

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet elke leerlingslagter 'n kwalifiserende bedryfstoets ondergaan soos deur die Raad voorgeskryf, so na as prakties moontlik aan die einde van sy derde jaar ondervinding.

(2) 'n Bedrag van hoogstens R10 is deur die applikant betaalbaar ten opsigte van die kwalifiserende bedryfstoets.

(3) 'n Leerlingslagter wat die bedryfstoets ondergaan kragtens klousule (1) moet ten opsigte van die tydperk wat hy by of in verband met genoemde bedryfstoets deurbring, sy gewone besoldiging deur sy werkgewer betaal word en sodanige afwesigheid van werk mag nie as verlore tyd geag word nie.

(4) Aan 'n leerlingslagter wat in die kwalifiserende bedryfstoets slaag, moet 'n sertifikaat deur die Raad uitgereik word wat hom reg gee om as 'n "blokman" gereken te word met ingang van die datum waarop hy in die toets geslaag het of die datum waarop die jaar voor sy laaste leerjaar verstryk het, naamlik die jongste datum.

26. WERKENDE WERKGEWERS.

Alle werkende werkgewers in die Kleinhandelvleisbedryf moet *mutatis mutandis* die ure en ander voorwaardes nakom wat vir werknemers in hierdie Ooreenkoms voorgeskryf is.

27. NAAM EN ADRES VAN WERKGEWER OP ALLE AFLEWERINGSVOERTUIE.

Elke werkgewer moet sy volle naam en adres op 'n opsigtelike plek aanbring op alle bestelwaens, fietse of ander voertuie wat hy in verband met die vervoer, verkoop of aflewering van vleis of vleisprodukte gebruik.

28. ULTRA VIRES.

Indien enige bepaling van die Ooreenkoms *ultra vires* deur enige bevoegde gereghof verklaar word, moet die oorblywende bepalings van hierdie Ooreenkoms as die ooreenkoms geag word en moet van krag bly vir die onverstreke duur van hierdie Ooreenkoms.

Namens die partye by die Nywerheidsraad vir die Kleinhandelvleisbedryf op die 26ste dag van Julie 1967, onderteken.

J. C. C. BOTHA, *Voorsitter*.

T. L. S. STEYNBERG, *Ondervoorsitter*.

W. J. PIETERSEN, *Sekretaris*.

ANNEXURE A.—AANHANGSEL A.

INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE (PRETORIA).
NYWERHEIDSRAAD VIR DIE KLEINHANDELVLEISBEDRYF (PRETORIA).MONTHLY RETURNS BY EMPLOYERS.—MAANDELIKSE BYDRAES DEUR WERKGEWERS.
[Industrial Agreement Clauses 5 (3) (f) 11.—Nywerheidsooreenkoms Klousule 5 (3) (f) 11.]Kindly return this Statement together with Council Levies and Union Fees to:—
Geliewe die oorspronklike Staat tesame met betalings te stuur aan:—

The Secretary/Die Sekretaris, P.O. Box/Posbus 1237, PRETORIA.

Name of company/partnership/firm/butchery
Naam van maatskappy/vennootskap/firma of slaghuysPostal and office address
PosadresDemands for the month/s
Bydraes vir die maand/e

Names of employees. Name van werknemers.	Capacity in which employed. Hoedanigheid waarin werksaam.	Rates of pay per week or per month. Salaris per week of per maand.		Employees contributions. Werknemersbydraes.				Employees contributions. Werkgewers- bydraes.		Total. Totaal.	
		R	c	Union fees. Vakbondfooie.		Council fees. Raadsfooie.		R	c	R	c
				R	c	R	c				

Signature of employer.
Handtekening van werkgewer.

No. R. 1643.]

[13 October 1967.]

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS.—WAR MEASURE No. 43 OF 1942,
AS AMENDED.

RETAIL MEAT TRADE, PRETORIA.

I, Marais Viljoen, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Retail Meat Trade, Pretoria, published under Government Notice No. R. 1642 of the 13th October 1967.

M. VILJOEN,
Minister of Labour.

No. R. 1643.]

[13 Oktober 1967.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES.—OORLOGSMAATREËL No. 43
VAN 1942, SOOS GEWYSIG.

KLEINHANDELVLEISBEDRYF, PRETORIA.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens die bepalings van regulasie 4 (1) van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Kleinhandelvleisbedryf, Pretoria, gepubliseer by Goewermentskennisgewing No. R. 1642 van 13 Oktober 1967.

M. VILJOEN,
Minister van Arbeid.

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Buy National Savings Certificates

Koop Nasionale Spaarsertifikate