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UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

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## GOEWERMENSKENNISGEWING.

### DEPARTEMENT VAN ARBEID.

No. 1100.]

[17 Julie 1959.]

WET OP NYWERHEIDSVERSOENING, 1956.

KLEINHANDELVLEISBEDRYF, WITWATERS-  
RAND.

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

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

(b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 5 (3) (c), 5 (3) (e) tot en met 14, 16 tot en met 22 en 24 tot en met 29 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing betrokke by of in diens in genoemde bedryf, in die landdrosdistrikte Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Roodepoort, Krugersdorp, met inbegrip van daardie gedeelte van die landdrosdistrikt Randfontein wat voor die publikasie van Goewermenskennisgewing No. 2546 van 5 Desember 1947, binne die landdrosdistrikt Krugersdorp geval het (maar uitgesonderd die plaas Holfontein No. 17), die landdrosdistrikt Springs, met inbegrip van daardie gedeelte van die landdrosdistrikt Delmas wat voor publikasie van Goewermenskennisgewing No. 2881 van 12 Desember 1952 binne die landdrosdistrikt Springs geval het, en daardie gedeeltes van die landdrosdistrikt Kempton Park wat voor die publikasie van Goewermenskennisgewing No. 556 van 29 Maart 1956, soos gewysig by Goewermenskennisgewing No. 962 van 1 Junie 1956 binne die landdrosdistrikte Johannesburg, Germiston, Boksburg en Benoni geval het; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 5 (3) (c), 5 (3) (e) tot en met 14, 16 tot en met 20, 22, 24 tot en met 27 en 29 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van

## GOVERNMENT NOTICE.

### DEPARTMENT OF LABOUR.

No. 1100.]

[17 July 1959.]

INDUSTRIAL CONCILIATION ACT, 1956.

RETAIL MEAT TRADE, WITWATERSRAND.

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

(a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Retail Meat Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 5 (3) (c) (inclusive), 5 (3) (e) to 14 (inclusive), 16 to 22 (inclusive) and 24 to 29 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said trade in the Magisterial Districts of Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Roodepoort, Krugersdorp, including that portion of the Magisterial District of Randfontein which, prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp (but excluding the farm Holfontein No. 17), the Magisterial District of Springs, including that portion of the Magisterial District of Delmas which prior to publication of Government Notice No. 2881 of the 12th December, 1952, fell within the Magisterial District of Springs, and those portions of the Magisterial District of Kempton Park which prior to publication of Government Notice No. 556 of the 29th March, 1956, as amended by Government Notice No. 962 of the 1st June, 1956, fell within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni; and

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Roodepoort, Krugersdorp, including that portion of the Magisterial District of Randfontein which, prior to the publi-

hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Roodepoort, Krugersdorp, met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het (maar uitgesonderd die plaas Holfontein No. 17), die landdrosdistrik Springs met inbegrip van daardie gedeelte van die landdrosdistrik Delmas wat voor die publikasie van Goewermentskennisgewing No. 2881 van 12 Desember 1952 binne die landdrosdistrik Springs geval het, en daardie gedeeltes van die landdrosdistrik Kempton Park wat voor publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956, soos gewysig by Goewermentskennisgewing No. 962 van 1 Junie 1956 binne die landdrosdistrikte Johannesburg, Germiston, Boksburg, en Benoni geval het *mutatis mutandis* bindend is vir alle naturelle in diens in genoemde bedryf by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van naturelle in hul diens.

J. DE KLERK,  
Minister van Arbeid.

### OOREENKOMS

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

Witwatersrand Retail Master Butchers' Association

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

Transvaal 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 (Witwatersrand).

#### 1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede is van die werkgewersorganisasie en wat aan die kleinhandelvleisbedryf verbonde is, en deur alle werknemers wat lede is van die vakvereniging en wat in dié bedryf in diens is en vir wie minimum lone in dié Ooreenkoms voorgeskryf word, maar dit het net betrekking op vakleerlinge vir sover dit nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, soos dit van tyd tot tyd gewysig kan word, of regulasies ingevolge daarvan of enige kontrak ingevolge daarvan aangegaan nie, in die landdrosdistrikte Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Roodepoort, Krugersdorp, met inbegrip van daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het (maar met uitsluiting van die plaas Holfontein No. 17), die landdrosdistrik Springs, daardie gedeeltes van die landdrosdistrik Delmas wat voorheen binne die landdrosdistrik Springs geval het, voor die publikasie van Goewermentskennisgewing No. 2881 van 12 Desember 1952 en daardie gedeeltes van die landdrosdistrik Kempton Park wat voorheen binne die landdrosdistrik Johannesburg, Germiston, Boksburg en Benoni geval het voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956, soos gewysig by Goewermentskennisgewing No. 962 van 1 Junie 1956.

#### 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 drie jaar lank van krag af vir sodanige tydperk as wat die Minister vasstel.

#### 3. WOORDOMSKRYWINGS.

Enige uitdrukings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf 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 in stryd is met die samehang, beteken—

„Wet”, die Wet op Nywerheidsversoening, No. 28 van 1956, en soos dit van tyd tot tyd gewysig kan word;

„vakleerling”, 'n werknemer wat kragtens 'n skriftelike vakleerlingskapkontrak dien wat ingevolge die Wet op Vakleerlinge, 1944, en soos dit van tyd tot tyd gewysig kan word, geregistreer is of wat as geregistreer beskou is;

cation of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp (but excluding the farm Holfontein No. 17), the Magisterial District of Springs, including that portion of the Magisterial District of Delmas which prior to publication of Government Notice No. 2881 of the 12th December, 1952, fell within the Magisterial District of Springs, and those portions of the Magisterial District of Kempton Park which prior to publication of Government Notice No. 556 of the 29th March, 1956, as amended by Government Notice No. 962 of the 1st June, 1956, fell within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 1, 3 to 5 (3) (c) (inclusive), 5 (3) (e) to 14 (inclusive), 16 to 20 (inclusive), 22, 24 to 27 (inclusive) and 29 of the said Agreement shall *mutatis mutandis* be binding upon all natives employed in the said trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of natives in their employ.

J. DE KLERK,  
Minister of Labour.

### AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between the Witwatersrand Retail Master Butchers' Association

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

Transvaal Retail Meat Trade Employees' Union

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

being parties to the Industrial Council for the Retail Meat Trade (Witwatersrand).

#### 1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed within the Magisterial Districts of Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Roodepoort, Krugersdorp, including that portion of the Magisterial District of Randfontein which, prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp (but excluding the farm Holfontein No. 17), the Magisterial District of Springs, those portions of the Magisterial District of Delmas previously falling within the Magisterial District of Springs prior to publication of Government Notice No. 2881 of the 12th December, 1952, and, those portions of the Magisterial District of Kempton Park previously falling within the Magisterial Districts of Johannesburg, Germiston, Boksburg and Benoni prior to the publication of Government Notice No. 556 of the 29th March, 1956, as amended by Government Notice No. 962 of the 1st June, 1956, by all employers who are members of the employers organisation and who are engaged in the Retail Meat Trade, and by all employees who are members of the trade union, and who are employed in the Retail Meat Trade and for whom minimum wages are prescribed in this Agreement, except that the Agreement shall apply to apprentices only in so far as it is not inconsistent with the provisions of the Apprenticeship Act, 1944, and as may be amended from time to time, or any regulations thereunder or any contract entered into in terms thereof.

#### 2. PERIOD OF OPERATION.

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 three years or for such period as may be determined by the Minister.

#### 3. DEFINITIONS.

Any terms used in this Agreement, which are defined in the Act, shall have the same meaning as in the Act. Any reference to any 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, and as may be amended from time to time;

“apprentice” means an employee serving under a written contract of apprenticeship, registered under or deemed to have been registered under the Apprenticeship Act, 1944, and as may be amended from time to time;



„blokman”, 'n werknemer, uitgesonderd 'n bestellingsman of 'n vakleerling, wat vleis opsy en/of klante in 'n inrigting bedien en/of bestellings in 'n inrigting opmaak en wat daarbenewens toesig kan hou oor die werk van ander werknemers of enige ander werk in 'n inrigting onderneem;

„boekhouer”, 'n werknemer wat in diens is om die boeke, rekenings en aantekeninge van die inrigting te hou, en wat verantwoordelik is vir dié boeke en aantekeninge;

„slagtersassistent”, 'n werknemer, uitgesonderd 'n vakleerling, wat onder toesig van 'n blokman of 'n werkgever wat werklik besig is met die werk van 'n blokman, slegs beekswarte, karkasse van skape, lammers, varke en kalwers in die besondere stukke waaruit dit bestaan, verdeel; maar wat nie toegelaat 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 assistent-boekhouer”, 'n werknemer in die inrigting wie se pligte beperk is tot die neem van kontant vir goedere gekoop, die opskryf van bestellings van klante en/of die verlening van hulp aan die boekhouer op sy of haar bevele;

„los werknemer”, 'n werknemer wat hoogstens drie dae in 'n week werk;

„Raad”, die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand), geregistreer ingevolge die bepalings van artikel *negentien* van die Wet;

„inrigting”, enige persele wat gebruik word vir die verkoop van vleis, met inbegrip van alle werksaamhede wat ooreenkomstig die omskrywing „kleinhandelvleisbedryf” daaruit voortspruit;

„ondervinding”, met betrekking tot 'n assistent-boekhouer en kassier, die totale tydperk of tydperke diens wat so 'n werknemer in die werk gehad het wat deur 'n assistent-boekhouer en kassier verrig kan word, hetsy so 'n werknemer vantevore sodanige werk in 'n inrigting in die kleinhandelvleisbedryf verrig het of nie; en met betrekking tot 'n verkoopsdame die totale tydperk of tydperke diens wat so 'n werknemer in die verkoop van vleisprodukte gehad het;

„uurloon”—

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

(b) in die geval van 'n werknemer wat by die maand betaal word, die maandloon gedeel deur  $4\frac{1}{3}$  maal 46;

„weekloon”, in die geval van 'n werknemer wat by die maand betaal word, die maandloon gedeel deur 4 $\frac{1}{3}$ ;

„arbeider”, 'n werknemer wat uitsluitlik in een of meer van die volgende bedrywe in diens is:—

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

(b) goedere, vleis of pluimvee in voertuie inlaai of daarvan aflaai;

(c) briewe, boodskappe of goedere te voet of per fiets, driewieler, handvoertuig, meganiese fiets of driewieler met 'n silinderinhoud van hoogstens 50 c.c., aflewer of vervoer;

(d) bestelling en geld van klante buite die inrigting invorder;

(e) sopvleis met die hand opsaag;

(f) bene skoonmaak en stukkend kap;

(g) vet vir kookvet opsy en smelt;

(h) gereedskap skoon- en skerpmaak;

(i) pluimvee pluk en skoonmaak;

(j) vleis pomp;

(k) vleis maal;

(l) wild en kalwers afslag en skoonmaak;

(m) die werksaamhede vermeld in klousule 27, indien aangewys om sodanige werk ooreenkomstig sodanige klousule in ooreenstemming met die vereistes daarvan te verrig;

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

„onderblokman”, 'n werknemer wat die pligte van 'n blokman uitvoer met die doel om uitsluitlik nie-blanke klante te bedien onderworpe aan die skriftelike toestemming van die Raad;

„bestellingsman”, 'n werknemer, uitgesonderd 'n blokman of 'n vakleerling, wat klante werf of bestellings van klante buite die inrigting neem, en wat die bestellings opmaak, of hy dit self aflewer of nie, en wat daarbenewens in die algemeen in 'n inrigting kan help; met dien verstande dat hoogstens 60 persent van sy tyd in die inrigting deurgebring word;

„kleinhandelvleisbedryf” of „bedryf”, die bedryf waarin werkgewers en werknemers geassosieer is met die doel om vleis in kleinhandel te verkoop, met inbegrip van alle werksaamhede wat daaruit voortspruit, maar uitgesonderd—

(a) die verkoop van vleis in slaghuise wat in verband staan met eetlokale ten opsigte waarvan daar, ooreenkomstig artikel 5 (1) van die Winkel Ure Ordonnansie No. 5 van 1923 (Transvaal) soos gewysig, 'n kennisgewing ver-

„blokman” means an employee, other than an orderman or an apprentice, 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;

„bookkeeper” means an employee employed on the keeping of books and accounts and records of the establishment and who is in charge of such books and records;

„butcher's assistant” means an employee, other than an apprentice, who, under the supervision of a blockman or an employer who is actually 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 assistant bookkeeper” means an employee in an establishment whose duties are confined to the taking of cash for goods purchased, the booking of orders of customers and/or assisting the bookkeeper under his or her directions;

„casual employee” means an employee who is employed for not more than three days in any one week;

„Council” means the Industrial Council for the Retail Meat Trade (Witwatersrand), 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”;

„experience” means, in relation to an assistant bookkeeper and cashier, the total period or periods of employment which such employee has had on the work which may be performed by an assistant bookkeeper and cashier whether or not such employee had previously performed such work in an establishment in the Retail Meat Trade, and in relation to a saleslady, the total period or periods of employment which such employee has had in selling small goods;

„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 a mechanically propelled bicycle or tricycle of under 50 ccs engine capacity.

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

(e) sawing up soup meat by handsaw;

(f) cleaning and chopping of bones;

(g) cutting up and melting of fat for dripping;

(h) cleaning and grinding of tools;

(i) plucking and dressing of poultry;

(j) pumping of meat;

(k) mincing of meat;

(l) skinning and cleaning of game and calves;

(m) the occupations enumerated in clause 27 if designated to perform such work in terms of such clause in accordance with the requirements thereof.

„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 spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

„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;

„Orderman” means an employee, other than a blockman or an apprentice, who is employed in canvassing for or taking orders from customers beyond the establishment and who may make up such orders, whether or not he himself delivers such orders, and who may in addition assist generally in an establishment, provided that not more than 60 per cent of his time is worked in an establishment;

„Retail Meat Trade” or „trade” means the trade in which employers and employees are associated for the purpose of the retail sale of meat, including all operations incidental thereto, but, excluding:—

(a) The sale of meat in butcheries connected with eating-houses in respect of which there is displayed in terms of section 5 (1) of the Shop Hours Ordinance No. 5 of 1923 (Transvaal) as amended, a notice, Native

toon word, Native Shop/Naturellewinkel waarvan die inhoud en beskrywing dieselfde is as dié omvat in regulasie 3 soos gewysig kragtens genoemde Ordonnansie;

- (b) die verkoop van vleis in eetlokale ten opsigte waarvan 'n lisensiebelasting voorgeskryf in item 9 deel 1 van die Tweede Bylae tot die Licenties Konsolidasie Wet, betaalbaar is; of
- (c) die verkoop van vleis in winkels en/of eetlokale geleë op persele wat vir besigheidsdoeleindes toegestaan is ooreenkomstig die bepalings van die Precious Metals and Base Metals Act, No. 35 van 1908 (Transvaal) en vorige „Goudwette”; of
- (d) die verkoop van vleis in winkels en/of eetlokale geleë op handelspersele of handelstandplase soos omskryf in die Trading on Mining Ground Regulation Act No. 13 van 1910 (Transvaal);

„verkoopster”, ’n vroulike werknemer wat in diens is om vleisprodukte en vooraf-gesnyde vleis te verkoop, met inbegrip van die weeg en toedraai van sodanige vleis of vleisprodukte maar wat nie vleis volgens die klant se bestelling en verlangde gewig moet sny nie;

„Sekretaris”, die sekretaris van die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand);

„wag”, ’n werknemer wat persele, geboue, hekke, deure, voertuie of ander eiendom bewaak.

#### 4. BESOLDIGING.

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

|                                     | £  | s. | d. |            |
|-------------------------------------|----|----|----|------------|
| (a) Blokman.....                    | 8  | 15 | 0  | per week.  |
| (b) Boekhouer—                      |    |    |    |            |
| Manlik.....                         | 30 | 0  | 0  | per maand. |
| Vroulik.....                        | 22 | 10 | 0  | per maand. |
| (c) Onderblokman.....               | 5  | 0  | 0  | per week.  |
| (d) Slagterassistent.....           | 2  | 10 | 0  | per week.  |
| (e) Kassier en assistent-boekhouer— |    |    |    |            |
| Gedurende eerste jaar ondervinding  | 10 | 0  | 0  | per maand. |
| Gedurende tweede jaar ondervinding  | 11 | 10 | 0  | per maand. |
| Gedurende derde jaar ondervinding   | 13 | 0  | 0  | per maand. |
| Gedurende vierde jaar ondervinding  | 14 | 10 | 0  | per maand. |
| Gedurende vyfde jaar ondervinding   | 16 | 0  | 0  | per maand. |
| Daarna.....                         | 18 | 0  | 0  | per maand. |

(f) Los blokman..... 1 15 0 per dag  
(of gedeelte van ’n dag).

(g) Los bestellingsman..... 1 10 0 per dag  
(of gedeelte van ’n dag).

(h) Arbeider—

Gedurende die eerste 52 weke na die inwerkingstelling van hierdie Ooreenkoms ingevolge artikel *agt-en-veertig* van die Wet..... 1 17 6 per week.

Gedurende die tweede 52 weke na die inwerkingstelling van hierdie Ooreenkoms ingevolge artikel *agt-en-veertig* van die Wet..... 2 0 0 per week.

Daarna..... 2 2 6 per week.

(i) Drywer van ’n motorvoertuig waarvan die leëgewig saam met die leëgewig van ’n sleepwa of sleepwaens wat deur die voertuig getrek word—

(i) hoogstens 1,000 lb. is..... 2 10 0 per week.

(ii) meer as 1,000 lb. is maar nie meer as 4,000 lb. nie..... 3 10 0 per week.

(iii) meer as 4,000 lb. is..... 4 10 0 per week.

(j) Bestellingsman..... 8 0 0 per week.

(k) Verkoopster—

Gedurende eerste jaar ondervinding 10 0 0 per maand.

Gedurende tweede jaar ondervinding 11 10 0 per maand.

Gedurende derde jaar ondervinding 13 0 0 per maand.

Gedurende vierde jaar ondervinding 14 10 0 per maand.

Gedurende vyfde jaar ondervinding 16 0 0 per maand.

Daarna..... 20 0 0 per maand.

(l) Los werknemer, uitgesonderd ’n los blokman of bestellingsman:—

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

(a) In die geval van al die werknemers vir wie ’n stygende loonskaal in subklousules (1) (e) en (1) (k) 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 of bestellingsman, een vyfde van die weekloon, voorgeskryf vir ’n werknemer wat dieselfde klas werk verrig wat van ’n los werknemer vereis word.

(2) ’n Lewenskostetoelae ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word, moet terselfdertyd aan werknemers betaal word as wat hulle ander besoldiging betaal word.

Shop/Naturellewinkel of the content and description contained in regulation 3 as amended under the said Ordinance;

(b) the sale of meat in eating-houses in respect of which a licence duty prescribed in item 9 of part 1 of the Second Schedule to the Licences Consolidation Act is payable; or

(c) the sale of meat in shops and/or eating-houses situated upon stands granted for business purposes under the provisions of the Precious Metals and Base Metals Act, No. 35 of 1908 (Transvaal) and prior Gold Laws; or

(d) the sale of meat in shops and/or eating-houses situated upon trading stands or trading sites as defined in the Trading on Mining Ground Regulation Act No. 13 of 1910 (Transvaal).

„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 but shall not cut meat to the customers’ requirements and desired weight;

„Secretary” means the Secretary of the Industrial Council for the Retail Meat Trade (Witwatersrand);

„Watchman” means an employee who is engaged in guarding premises, buildings, gates, doors, vehicles or other property.

#### 4. REMUNERATION.

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

|                                        | £  | s. | d. |            |
|----------------------------------------|----|----|----|------------|
| (a) Blockman.....                      | 8  | 15 | 0  | per week.  |
| (b) Bookkeeper—                        |    |    |    |            |
| Male.....                              | 30 | 0  | 0  | per month. |
| Female.....                            | 22 | 10 | 0  | per month. |
| (c) Sub-blockman.....                  | 5  | 0  | 0  | per week.  |
| (d) Butcher’s assistant.....           | 2  | 10 | 0  | per week.  |
| (e) Cashier and Assistant Bookkeeper:— |    |    |    |            |
| During first year of experience.....   | 10 | 0  | 0  | per month. |
| During second year of experience.....  | 11 | 10 | 0  | per month. |
| During third year of experience.....   | 13 | 0  | 0  | per month. |
| During fourth year of experience.....  | 14 | 10 | 0  | per month. |
| During fifth year of experience.....   | 16 | 0  | 0  | per month. |
| Thereafter.....                        | 18 | 0  | 0  | per month. |

(f) Casual blockman..... 1 15 0 per day  
(or part of a day).

(g) Casual Orderman..... 1 10 0 per day  
(or part of a day).

(h) Labourer:—

During the first 52 weeks of operation of this agreement in terms of section *forty-eight* of the Act..... 1 17 6 per week.

During the second 52 weeks of operation of this agreement in terms of section *forty-eight* of the Act..... 2 0 0 per week.

Thereafter..... 2 2 6 per week.

(i) 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..... 2 10 0 per week.

(ii) exceeds 1,000 lb. but does not exceed 4,000 lb..... 3 10 0 per week.

(iii) exceeds 4,000 lb..... 4 10 0 per week.

(j) Orderman..... 8 0 0 per week.

(k) Saleslady:—

During first year of experience..... 10 0 0 per month.

During second year of experience..... 11 10 0 per month.

During third year of experience..... 13 0 0 per month.

During fourth year of experience..... 14 10 0 per month.

During fifth year of experience..... 16 0 0 per month.

Thereafter..... 20 0 0 per month.

(l) Casual employee other than a casual blockman or orderman:—

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 those employees for whom a rising scale of pay is prescribed in sub-clause 1 (e) and 1 (k) 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 or orderman, 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) Employees shall be paid, at the same time as their other remuneration is paid, a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended, or as may be amended from time to time.



(3) *Differensiële loonskale*.—'n Werkgewer 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 een 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;

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

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

(ii) in die geval in paragraaf (b) genoem, minstens een sesde van die hoogste weekloon in subklousule (1) vir die hoër klas voorgeskryf;

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) *Kontrakbasis*.—Elke werknemer moet beskou word as 'n weeklikse werknemer tensy hy binne die woordomsrywering 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 subklousule (3) van artikel 4 en subklousule (3) van klousule 5, 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, oortydloonskale en lewenskostetoelaes moet weekliks op Saterdag ten volle in kontant betaal word aan werknemers vir wie lone op 'n weekbasis voorgeskryf word, of op of voor die laaste dag van elke maand aan werknemers vir wie lone op 'n maandbasis voorgeskryf word, of by diensbeëindiging in die geval van los werknemers of ander werknemers, indien dit voor die gewone betaaldag van hierdie werknemers plaasvind. Dit is die werkgewer se plig om 'n ontvangsbewys te eis en die werknemer se plig om 'n ontvangsbewys te gee vir die besoldiging wat deur die werknemer ontvang is.

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

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

|                                  | Vir losies en huisvesting. |    |    | Slegs vir losies. |    |    | Slegs vir huisvesting. |    |    |
|----------------------------------|----------------------------|----|----|-------------------|----|----|------------------------|----|----|
|                                  | £                          | s. | d. | £                 | s. | d. | £                      | s. | d. |
| Arbeider, slagtersassistent..... | 0                          | 6  | 0  | 4                 | 0  | 2  | 0                      |    |    |
| Alle ander werknemers.....       | 1                          | 6  | 0  | 17                | 4  | 8  | 8                      |    |    |

(3) Geen boetes of afrekkings 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 wegbly, 'n bedrag in verhouding tot die afwesigheid afgetrek kan word;

(b) in die geval van 'n werknemer wat instem om van die werkgewer losies en/of huisvesting aan te neem, 'n werkgewer van dié bedrae 'n bedrag kan aftrek wat nie die bedrag, in subklousule (2) van hierdie klousule bepaal, te bowe gaan nie;

(c) bydraes aan die Raadsfonds ingevolge die bepalinge van klousule 13, siekte- en ongeluksbydraes ingevolge klousule 10 en pensioenbydraes ingevolge klousule 12 van hierdie Ooreenkoms afgetrek mag word;

(d) vakverenigingsledegeld ingevolge klousule 15 (6) afgetrek mag word;

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

(f) afrekkings ingevolge paragraaf (iii) van subklousule (1) van klousule 26 gedoen mag word.

#### 6. BESIGHEIDS- EN WERKURE.

(1) *Besigheidsure*.—Geen werkgewer mag 'n inrigting open of toelaat dat 'n inrigting geopen word vir die doel om te handel of goedere te verkoop of te verskaf of om toe te laat dat 'n werknemer goedere in of uit die inrigting soos volg verkoop of verskaf nie:—

(i) Op 'n Sondag of openbare vakansiedag;

(ii) vroeër as 6-uur in die oggend;

(iii) later as 2-uur in die middag op Maandae;

(iv) later as 3-uur in die middag op Dinsdae en Donderdae;

(v) later as 5-uur in die middag op Vrydae;

(vi) later as 12-uur middag op Woensdae of 1-uur in die middag op Saterdag.

(2) *Werkure*.—(i) Die gewone werkure ten opsigte waarvan minimum lone in hierdie Ooreenkoms voorgeskryf is, moet hoogstens 46 uur per week wees.

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

(a) 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 sub-clause (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 sub-clause (1); and

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

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

(4) *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 sub-clause (3) of clause 4 and sub-clause (3) of clause 5, 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, cost of living allowances and payment for overtime rates shall be paid in full in cash weekly on Saturdays to employees for whom wages are prescribed on a weekly basis, or not later than the last day of each month for employees for whom wages are prescribed on a monthly basis, or on the termination of employment in the case of casual employees or other employees, if this should take place before the ordinary pay-day of such employees. It shall be incumbent upon employers to require and upon employees to execute a receipt for the remuneration accepted by an employee.

(2) Save as provided in the Natives (Urban Areas) Consolidation Act, 1945, or in the Native Labour Regulation 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.

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

|                                  | For Board and Lodging. |    |    | For Board only. |    |    | For Lodging only. |    |    |
|----------------------------------|------------------------|----|----|-----------------|----|----|-------------------|----|----|
|                                  | £                      | s. | d. | £               | s. | d. | £                 | s. | d. |
| Labourer, butcher's assistant... | 0                      | 6  | 0  | 4               | 0  | 2  | 0                 |    |    |
| All other employees.....         | 1                      | 6  | 0  | 17              | 4  | 8  | 8                 |    |    |

(3) No fines or deductions 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 pro rata amount may be deducted for the period of such absence;

(b) an employer may deduct from such amounts, in the case of an employee who agrees to board and/or lodge with him an amount not exceeding the amount provided for in sub-clause (2) of this clause;

(c) contributions to the Council funds in terms of clause 13, Sick and Accident contributions in terms of clause 10 and Pension contributions in terms of clause 12 of this Agreement may be deducted;

(d) trade union subscriptions in terms of clause 15 (b) may be deducted;

(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) deductions in terms of paragraph (iii) of sub-clause (1) of clause 26.

#### 6. HOURS OF BUSINESS AND HOURS OF WORK.

(1) *Hours of Business*.—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—

(i) on any Sunday or public holiday;

(ii) earlier than 6 o'clock in the morning;

(iii) later than 2 o'clock in the afternoon on Mondays;

(iv) later than 3 o'clock in the afternoon on Tuesdays and Thursdays;

(v) later than 5 o'clock in the afternoon on Fridays;

(vi) later than 12 o'clock noon on Wednesdays or 1 o'clock in the afternoon on Saturdays.

(2) *Hours of Work*.—(i) The ordinary working hours in respect of which minimum wages are prescribed in this Agreement shall not exceed 46 per week.

(ii) Geen werkgewer mag 'n werknemer in diens neem en geen werknemer mag soos-voig werk nie:—

(a) Langer as—

- (i) agt uur op 'n Maandag; hierdie ure moet voltooi wees binne nege uur vanaf die aanvangstyd van die werk;
- (ii) agt uur op 'n Dinsdag; hierdie ure moet voltooi wees binne nege uur vanaf die aanvangstyd van die werk;
- (iii) ses uur op 'n Woensdag; hierdie ure moet voltooi wees binne sewe uur vanaf die aanvangstyd van die werk;
- (iv) nege uur op 'n Donderdag; hierdie ure moet voltooi wees binne 10 uur vanaf die aanvangstyd van die werk;
- (v) 10 uur op 'n Vrydag; hierdie ure moet voltooi wees binne 12 uur vanaf die aanvangstyd van die werk;
- (vi) agt uur op 'n Saterdag; hierdie ure moet voltooi wees binne nege uur vanaf die aanvangstyd van die werk;

(b) vir 'n aanenlopende tydperk van meer as vyf uur sonder 'n ononderbroke tussenpoos van minstens een uur op alle werkdag, uitgesonderd Woensdae en Saterdae; met dien verstande dat tydperke van werk wat deur 'n tussenpoos van minder as 'n uur onderbreek word, vir die doel van hierdie subklousule as aanenlopend beskou moet word. 'n Werkgewer moet aan sy werknemers redelike geleentheid verskaf om op Woensdae en Saterdae gedurende werkure verskaffings te nuttig;

- (c) op meer as ses dae in een week;
- (d) op 'n Sondag of openbare vakansiedag;
- (e) voor 5 vm. op Maandae tot Vrydae en 4 vm. op Saterdae;
- (f) later as middag op Woensdae;
- (g) later as 5 nm. op Maandae, Dinsdae, Donderdae en Vrydae;
- (h) later as 1 nm. op Saterdae.

(3) Geen werknemer in vaste diens by 'n werkgewer in die kleinhandelvleis bedryf word toegelaat om sonder die skriftelike toestemming van die Raad vir 'n tweede werkgewer in die bedryf en/of in 'n ander bedryf binne of buite die ure te werk wanneer dit van hom verwag word om ingevolge die bepalings van subklousule (2) van hierdie klousule vir sy oorspronklike werkgewer te werk nie.

#### 7. TYDSTATE, DIENS- EN LOONREGISTERS.

(1) Elke werkgewer moet op 'n opvallende plek in sy inrigting elke Maandagoggend, of op die volgende dag as Maandag 'n openbare vakansiedag is, 'n tydstaat vertoon wat dit tyd aangee wat elke werknemer gedurende daardie week daaglikse moet werk, en hy moet die tydstaat gedurig gedurende daardie tydperk opgeplak hou; met dien verstande dat indien die werkure van 'n werknemer of werknemers nie van week tot week verander nie, die tydstaat geëndosseer en geteken kan word deur die werkgewer, vir die week wat begin op..... en tot verdere kennisgewing, en voorts met dien verstande dat wanneer die werkure van 'n werknemer verander word, 'n nuwe tydstaat opgestel moet word.

(2) Elke werknemer, uitgesonderd 'n motorvoertuigdrywer 'n slagterassistent, 'n werknemer wat nie elders genoem word nie, of 'n arbeider, moet elke dag in 'n presensieregister, wat sy werkgewer moet verskaf, aanteken hoe laat hy begin werk en hoe laat hy ophou vir die dag, tesame met besonderhede wat betref die tyd wat hy ophou werk kragtens hierdie Ooreenkoms, en hoe laat hy daarna weer begin werk, en die begin- en ophoutyd van enige ander tydperk wat hy gedurende die dag nie gewerk het nie.

Elke werknemer moet die aanvangstyd van die werk, die ophou en die hervatting van die werk vir etensuur en die ophoutyd vir die dag aanteken op die tydstop wanneer dit plaasvind.

(3) Die bepalings van hierdie klousule is nie van toepassing op 'n wag, of 'n werknemer wat 'n basiese loon van £80 per maand of meer ontvang nie, uitgesonderd oortydbesoldiging, lewenskoste-toelae of ander toelae ingevolge klousule 25 van hierdie Ooreenkoms.

#### 8. OORTYD.

(1) Oortyd, dit wil sê tyd gewerk buite die gewone werkure van 'n werknemer soos voorgeskryf in artikel 6, mag nie gewerk word voordat toestemming van die Raad deur bemiddeling van die sekretaris verkry is nie.

(2) Oortydbesoldiging moet teen 1½ maal die werknemer se uurloon, met uitsluiting van lewenskoste- of ander toelae, vir elke uur of gedeelte van 'n uur aldus gewerk, bereken word; met dien verstande dat indien oortyd op 'n daaglikse basis bereken van die oortyd verskil wat volgens 'n weeklikse basis bereken is, die basis ten gunste van die werknemer aangeneem moet word.

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

(4) Ondanks andersluidende bepalings hierin vervat, kan daar, in noodgevalle as gevolg van die feit dat vleis laat by die inrigting afgelewer word of in gevalle waar oortyd tussen 4 vm. en 1 nm. op 'n Saterdag gewerk word, oortyd van hoogstens twee uur op 'n dag van Maandag tot Vrydag of een uur op 'n Saterdag gewerk word sonder dat die Raad se toestemming vooraf verkry is.

(5) Geen toestemming mag verleen word om meer as twee uur oortyd op 'n dag, of ses uur in 'n week te werk nie, met dien verstande dat die totale getal oortydure nie meer as 30 in 'n jaar is nie.

(ii) No employer shall employ an employee and no employee shall work—

(a) for more than—

- (i) eight hours on a Monday, such hours to be completed within nine hours from the time of commencement of duty;
- (ii) eight hours on a Tuesday, such hours to be completed within nine hours from the time of commencement of duty;
- (iii) six hours on a Wednesday, such hours to be completed within seven hours from the time of commencement of duty;
- (iv) nine hours on a Thursday, such hours to be completed within 10 hours from the time of commencement of duty;
- (v) 10 hours on a Friday, such hours to be completed within 12 hours from the time of commencement of duty;
- (vi) eight hours on a Saturday, such hours to be completed within nine hours from the time of commencement of duty.

(b) for a continuous period of more than five hours without an uninterrupted interval of at least one hour on all working days except Wednesdays and Saturdays; provided that for the purposes of this sub-clause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous. An employer shall afford his employees reasonable opportunity to partake of refreshments on Wednesdays and Saturdays during working hours.

- (c) on more than six days in any one week;
- (d) on any Sunday or Public Holiday;
- (e) before 5 a.m. on Mondays to Fridays and 4 a.m. on Saturdays;
- (f) later than noon on Wednesdays;
- (g) later than 5 p.m. on Mondays, Tuesdays, Thursdays and Fridays;
- (h) later than 1 p.m. on Saturdays.

(3) No employee in regular employment with an employer in the Retail Meat Trade shall be permitted to work for a second employer in the trade and/or in any other trade within or outside the hours he is called upon to work in terms of sub-clause (2) of this clause for his original employer, without the written permission of the Council.

#### 7. TIME SHEETS, ATTENDANCE AND WAGE REGISTERS.

(1) Every employer shall exhibit in a conspicuous place within his establishment every Monday morning or the next day if Monday is a public holiday, a time sheet showing the time to be worked daily by every employee during that week and shall keep such time sheet continuously exhibited during this period, provided that if the hours of work of an employee or employees are not changed from week to week the time sheet may be endorsed and signed by the employer, "for the week commencing..... and until further notice" and, provided further that when the hours of work of an employee are changed a fresh time sheet be prepared.

(2) Every employee other than a motor vehicle driver, a butcher's assistant, and employee not elsewhere specified or a labourer, shall each day enter in an attendance register, which his employer shall provide, the time he starts work and the time he finally ceases work for the day together with particulars as to the time he ceases work in terms of this Agreement, and the time he resumes work thereafter, and the commencing and finishing times of any other period during the day during which he was not employed.

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

(3) The provisions of this clause shall not apply to a watchman nor to an employee who is in receipt of £80 per month or more excluding overtime paid, cost of living allowance or other allowances in terms of Clause 25 of this Agreement.

#### 8. OVERTIME.

(1) Overtime, that is, time worked outside the ordinary working hours of an employee as prescribed in Clause 6, may not be worked except with the permission of the Council being first obtained through the Secretary.

(2) Payment for overtime shall be at the rate of one and a quarter times the employee's hourly wage, excluding cost of living allowance or other allowances, for each hour or part of an hour so worked; provided 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.

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

(4) Notwithstanding anything to the contrary herein contained, in cases of overtime arising out of emergency due to late delivery of meat to an establishment or in the case of overtime occurring on a Saturday between the hours of 4 a.m. to 1 p.m. such overtime (not exceeding two hours) in any one day from Monday to Friday or one hour on a Saturday may be worked without having to obtain the prior permission of the Council.

(5) No permission shall be given to work overtime exceeding two hours on any one day or six hours in any one week; provided that the total number of hours overtime shall not exceed 30 hours in any one year.



(6) Die bepalinge van hierdie klousule is nie van toepassing op 'n wag, of 'n werknemer wat in basiese loon van £80 per maand of meer ontvang nie, uitgesonderd lewenskoste- of ander toeslae ingevolge klousule 25 van hierdie Ooreenkoms; met dien verstande dat so 'n werknemer, uitgesonderd 'n wag, hoogstens twee uur op 'n dag oortyd mag werk.

(7) Wanneer 'n blokman, bestellingsman of 'n vakleerling, weens die laat aflewering van vleis by sy werkgever se inrigting, gelas word om in die inrigting te versuim met die doel om vleis in ontvangs te neem, moet enige tyd waarin hy vir sodanige vleis buite die gewone werkure soos aangegee op die tydstate genoem in artikel 7 (1), wag, nie as werkure beskou word nie; met dien verstande dat 'n werknemer nie van so 'n blokman of vakleerling vereis om werk gedurende sulke tydperke te verrig nie en voorts met dien verstande dat so 'n werknemer die tyd waarin hy vir sodanige vleis buite die gewone ure gewag het, in die kolom „opmerkings” van die presensieregister kan aanteken, en nie onder die kolom „gewone werkure” in die presensieregister nie.

#### 9. JAARLIKSE VERLOF.

(1) (a) Elke werknemer, uitgesonderd 'n werknemer in paragraaf (b) van hierdie subklousule genoem, moet vir elke voltooiide jaar van sy diens by dieselfde werkgever twee agtereenvolgende weke vakansieverlof met volle betaling toegestaan word.

(b) 'n Werknemer wat drie of meer agtereenvolgende jare diens by dieselfde werkgever of in dieselfde inrigting, bereken vanaf die aanvangsdatum van sodanige diens, voltooi het, kwalifiseer vir drie agtereenvolgende weke jaarlikse verlof met volle betaling by die voltooiing van sodanige drie agtereenvolgende jare diens en is daarna geregtig op sodanige tydperk van drie weke verlof by die voltooiing van elke daaropvolgende jaar aanenlopende diens by genoemde werkgever of in genoemde inrigting. Sodanige verlof word, in die geval van werknemers wat daarvoor kwalifiseer, van toepassing vanaf die datum waarop sodanige kwalifiserende diens tydperk voltooi is, of in die geval van 'n werknemer wat alreeds sodanige kwalifiserende diens tydperk voltooi het, by die voltooiing van 'n voltooiide jaar diens bereken vanaf die datum waarop die werknemer se laaste jaarlikse verlof hom toegeken het voor die datum van inwerkingtreding van hierdie Ooreenkoms.

Met dien verstande dat indien 'n openbare vakansiedag voorkom wanneer die werknemer met verlof is, daardie vakansiedag by dieselfde tydperk as 'n verdere verloftydperk met volle betaling gevoeg moet word. Die werkgever moet die tyd wanneer die verlof geneem moet word, vasstel, maar indien die werkgever 'n werknemer hierdie verlof nie op 'n vroeër datum toegestaan het nie, moet die verlof gegee word om binne 'n maand na die voltooiing van 'n jaar diens te begin. Jaarlikse verlof mag nie met 'n tydperk van verpligte opleiding ingevolge die Verdedigingswet, 1957, of met enige tydperk van siekteverlof kragtens klousule 10 van hierdie Ooreenkoms of met enige tydperk van kennisgewing van diensbeëindiging kragtens klousule 26 van hierdie Ooreenkoms, saamval nie.

(2) By diensbeëindiging moet 'n werkgever aan sy werknemer die volgende betaal:—

- 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
- in die geval van 'n werknemer in subklousule (1) (a), een vyf-en-twintigste van 'n week se loon plus lewenskoste-toelae ten opsigte van elke voltooiide week diens by die werkgever vanaf die datum waarop die werknemer 'n jaar diens ingevolge die bepalinge van subklousule (1) wat hom op jaarlikse verlof geregtig maak, of vanaf die datum van sy diensaanvaarding as sy diens minder as 12 maande is, na gelang van die geval;
- in die geval van 'n werknemer in subklousule (1) (b) genoem, drie nege-en-veertigstes van 'n week se loon plus lewenskostetoelae ten opsigte van elke voltooiide week diens in sy derde of daaropvolgende jaar diens by dieselfde werkgever of in dieselfde inrigting vanaf die datum waarop die werknemer die vorige jaar diens voltooi het ingevolge subklousule (i) waarkragtens hy op jaarlikse verlof geregtig is.

(3) Vir die toepassing van hierdie klousule word daar beskou dat die uitdrukking „diens” 'n tydperk of tydperke omvat waarin 'n werknemer—

- met verlof afwesig is ingevolge die bepalinge van subklousule (1); of
- verplig word om opleiding mee te maak ingevolge die Verdedigingswet, 1957;
- afwesig is van sy werk op las of op versoek van sy werkgever;
- van sy werk weens siekte of 'n ongeluk afwesig is en sy diens nie beëindig is nie;

wat altesaam in die geval van (b), (c) en (d) hoogstens tien weke bedra en moet beskou word dat diens 'n aanvang neem—

(i) in die geval van 'n werknemer wat t.o.v. sy diens by dieselfde werkgever in die kleinhandelbedryf in die gebiede genoem in klousule 1, voor die inwerkingtreding van hierdie Ooreenkoms kragtens enige wet op verlof geregtig was van die datum af waarop so 'n werknemer laas ingevolge sodanige wet op verlof geregtig geword het;

(6) The provisions of this clause shall not apply to a watchman nor to an employee who is in receipt of a basic wage of £80 per month or more excluding cost of living allowance or other allowances in terms of clause 25 of this Agreement provided that such employee, other than a watchman, shall not work for more than two hours overtime on any one day.

(7) When a blockman, orderman or an apprentice owing to the late delivery of meat to his employer's establishment is instructed to wait in the establishment in order to take delivery of the meat, any time spent waiting for such meat outside the normal working hours as shown on the time sheet referred to in clause 7 (1) shall not be regarded as working time; provided an employer does not require such blockman or apprentice 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) (a) Each employee, other than an employee referred to in paragraph (b) of this sub-clause shall be given for each completed year of his service with the same employer two consecutive weeks' leave of absence on full pay.

(b) An employee who has completed three or more consecutive years' employment with the same employer or in the same establishment calculated from the date of the commencement of such employment shall qualify for three consecutive weeks annual leave of absence on full pay on the completion of such three consecutive years of employment and shall thereafter continue to qualify for such period of three weeks leave of absence on the completion of each subsequent year of consecutive employment with the said employer or in the said 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 employee's last annual leave had accrued to him prior to the date of commencement of this Agreement.

Provided that if a public holiday occurs while an employee is on leave, such holiday shall be added to the said period as a further period of leave on full pay. The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to the employee this period of leave at an earlier date, such leave shall be given so as to commence within one month after the termination of a year's service. Annual leave shall not run concurrently with any period of compulsory training under the Defence Act, 1957, or with any period of sick leave in terms of clause 10 of this Agreement or with any period of notice of termination of employment in terms of clause 26 of this Agreement.

(2) Upon termination of employment, an employer shall pay to his employee—

- 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
- in the case of an employee referred to in sub-clause (1) (a) one twenty-fifth of a week's wage plus cost of living allowance in respect of each completed week of employment with the employer from the date on which the employee had last completed a year's service in terms of sub-clause (1) entitling him to annual leave or the date of his engagement when his service is less than twelve months, as the case may be;
- in the case of an employee referred to in sub-clause (1) (b), three forty-ninths of a week's wage plus cost of living allowance 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 sub-clause (i) entitling him to annual leave.

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

- absent on leave in terms of sub-clause (1); or
- required to undergo training under the Defence Act, 1957;
- absent from work on the instructions or at the request of his employer;
- absent from work due to illness or accident and employment has not been terminated;

amounting to the aggregate in the case of (b), (c) and (d) to more than ten weeks 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 areas referred to in clause 1, 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 die geval van 'n werknemer wat by dieselfde werkgewer in die kleinhandelbedryf in die gebiede genoem in klousule 1, voor die aanvangsdatum van hierdie Ooreenkoms in diens was, en op wie enige wet wat voorsiening maak vir jaarlikse verlof t.o.v. diens in die kleinhandelbedryf in gebiede genoem in klousule 1, van toepassing was, maar wat nie op verlof ingevolge daarvan van die datum af waarop sodanige diens 'n aanvang geneem het, geregtig geword het nie;

(iii) in die geval van enige ander werknemer, van die datum af waarop die werknemer in sy werkgewer se diens begin werk het, of van die datum af van die inwerkingtreding van hierdie Ooreenkoms, na gelang van die jongste.

(4) Elke werkgewer moet die Sekretaris van die Raad in die vorm van Aanhangsel A in kennis stel wanneer enigeen van sy werknemers met verlof gaan en aan 'n werknemer aan wie verlof kragtens subklousule (1) van hierdie klousule toegestaan is, sy besoldiging t.o.v. die verloftydperk op of voor die laaste werkdag voor die aanvang van genoemde tydperk betaal.

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

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

(7) Ondanks enige andersluidende bepalings hierin vervat, kan 'n werkgewer van wie vereis word om 'n werknemer jaarlikse verlof ingevolge subklousule (1) (b) toe te staan, sodanige werknemer verplig 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. SIEKTE- EN ONGELUKSVORDELE.

(1) Hierdie klousule is slegs van toepassing op voltydse blokmanne, manlike boekhouders, bestellingsmanne, vroulike boekhouders, kassiers, assistent-boekhouders, verkoopsters en vakleerlinge.

(2) Ten einde Siekte- en Ongeluksvordele aan werknemers wat in subklousule (1) hierbo genoem is, te verskaf, moet 'n werkgewer ten opsigte van elke maand 'n bedrag van die loon wat aan genoemde werknemers in sy diens betaalbaar is, aftrek in ooreenstemming met ondergenoemde Bylae ten opsigte van elke sodanige werknemer wat in die werkgewer se diens was op die eerste dag van sodanige maand of in die geval van 'n werknemer wat in diens tree na die eerste dag van die maand, indien die werkgewer die eerste werkgewer is om hom in sodanige maand in diens te neem. Aftrekkings ingevolge hierdie bepalings moet gedoen word van die laaste besoldiging van lone betaal aan elke werknemer ten opsigte van elke maand, hetsy sodanige werknemer die volle maand vir die werkgewer van wie vereis word om aftrekkings te doen, gewerk het of nie:—

|                                                                                 | Per<br>maand.<br>£ s. d. |
|---------------------------------------------------------------------------------|--------------------------|
| (a) Blokmanne en manlike boekhouders, bestellingsmanne .....                    | 1 3 0                    |
| (b) Vroulike boekhouders, assistent-boekhouders, kassiers en verkoopsters ..... | 0 15 6                   |

(3) Die bedrae soos voorgeskryf en aftrekbaar ingevolge subklousule (2) hierbo moet aan die Sekretaris van die Nywerheidsraad, Posbus 10589, Johannesburg, op of voor die 10de dag van elke daaropvolgende maand gestuur word, saam met 'n gelyke bedrag van die werkgewer. Betalings wat ingevolge hierdie subklousule goeiden word, moet vergesel gaan van 'n volledige staat ooreenkomstig Aanhangsel E van hierdie Ooreenkoms.

Hierbenewens moet 'n werkgewer aan die Raad 'n bedrag betaal ooreenkomstig die volgende lys ten opsigte van elke vakleerling in sy diens, sonder om enige aftrekking van genoemde vakleerling se besoldiging te doen, en die bepalings van hierdie klousule *is mutatis mutandis* van toepassing ten opsigte van sodanige betaling:—

|                                                      | Per<br>maand.<br>£ s. d. |
|------------------------------------------------------|--------------------------|
| Eerste-jaarsvakleerling .....                        | 1 1 6                    |
| Tweede-jaarsvakleerling .....                        | 1 3 0                    |
| Derde-jaarsvakleerling .....                         | 1 7 0                    |
| Vierde en daaropvolgende jaar van vakleerlingskap .. | 1 9 0                    |

(4) Uit die bedrae wat ingevolge subklousule (3) hierbo ontvang word, moet die Sekretaris van die Raad premies aan die South African National Sickness and Accident Insurance Company Limited ten opsigte van en namens elke werknemer ooreenkomstig ondergenoemde lys betaal om genoemde werknemers te dek vir verpligte ongeluks- en siektevoordele soos bepaal in Groepsolis No. F—3171 en behoudens die bepalings en voorwaardes wat daarin gespesifiseer word, en 'n kopie van sodanige polis moet aan die Sekretaris van Arbeid gestuur word.

|                                                                                 | Per<br>maand.<br>£ s. d. |
|---------------------------------------------------------------------------------|--------------------------|
| (a) Blokmanne en manlike boekhouders, bestellingsmanne .....                    | 2 2 3                    |
| (b) Vroulike boekhouders, assistent-boekhouders, kassiers en verkoopsters ..... | 1 9 0                    |
| (c) Eerste-jaarsvakleerling .....                                               | 1 1 0                    |
| Tweede-jaarsvakleerling .....                                                   | 1 2 9                    |
| Derde-jaarsvakleerling .....                                                    | 1 6 3                    |
| Vierde en daaropvolgende jaar van vakleerlingskap ....                          | 1 8 0                    |

(ii) in the case of an employee who was in employment with the same employer in the Retail Meat Trade in the areas specified in clause 1 before the date of commencement of this Agreement, and, to whom any law providing for annual leave in respect of employment in the Retail Meat Trade, in the areas specified in clause 1 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.

(4) Every employer shall notify the Secretary of the Council in the form of Annexure A, when any of his employees proceed on leave and shall pay to an employee to whom leave is granted in terms of sub-clause 1 of this clause, his pay in respect of the period of leave not later than the last working day before the commencement of the said period.

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

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

(7) Notwithstanding anything to the contrary herein contained, an employer who is required to grant an employee annual leave in terms of sub-clause (1) (b), may require such employee to accept payment in lieu of leave of the additional weeks leave he is required to grant such employee.

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

#### 10. SICK AND ACCIDENT BENEFITS.

(1) This clause shall apply in respect of full-time blockmen, male bookkeepers, ordermen, female bookkeepers, cashiers and assistant bookkeepers, salesladies and apprentices only.

(2) For the purpose of providing employees referred to in sub-clause (1) above with Sick and Accident benefits, an employer shall in respect of each month deduct from the wages payable to the said employees in his employ an amount in accordance with the undermentioned schedule in respect of any such employee who was in the employer's employ on the first day of such month or in the case of an employee who obtains employment after the first day of the month, if the employer is the first employer to employ him in such month. Deductions required to be effected in terms hereof shall be made from the last payment of wages paid to each employee in respect of each month whether such employee has worked for the full month for the employer who is required to make deductions, or not:—

|                                                                               | Per<br>Month.<br>£ s. d. |
|-------------------------------------------------------------------------------|--------------------------|
| (a) Blockmen and Male Bookkeepers, Ordermen .....                             | 1 3 0                    |
| (b) Female Bookkeepers, Assistant Bookkeepers and Cashiers, Salesladies ..... | 0 15 6                   |

(3) The amounts as prescribed and deductible in terms of sub-clause (2) above shall be transmitted to the Secretary of the Industrial Council, P.O. Box 10589, Johannesburg, on or before the 10th day of each succeeding month, together with a like amount from the employer. Payments in terms of this sub-clause shall be accompanied by a detailed statement in terms of Annexure (E) of this Agreement.

In addition an employer shall in respect of each apprentice in his employ pay to the Council without effecting any deductions from the said apprentice's remuneration an amount in accordance with the undermentioned schedule and in respect of such payment the provisions of this clause shall *mutatis mutandis* apply:—

|                                                    | Per<br>Month.<br>£ s. d. |
|----------------------------------------------------|--------------------------|
| First year apprentice .....                        | 1 1 6                    |
| Second year apprentice .....                       | 1 3 0                    |
| Third year apprentice .....                        | 1 7 0                    |
| Fourth and subsequent year of apprenticeship ..... | 1 9 0                    |

(4) From the amounts received in terms of sub-clause (3) above the Secretary of the Council shall transmit to the South African National Sickness and Accident Insurance Company Limited premiums in respect and on behalf of each employee in accordance with the undermentioned schedule to cover the said employees for Compulsory Sick and Accident Benefits as provided for in Group Policy No. F—3171 and subject to the terms and conditions specified therein and a copy of which policy shall be transmitted to the Secretary for Labour.

|                                                                               | Per<br>Month.<br>£ s. d. |
|-------------------------------------------------------------------------------|--------------------------|
| (a) Blockman and Male Bookkeepers, Ordermen .....                             | 2 2 3                    |
| (b) Female Bookkeepers, Assistant Bookkeepers and Cashiers, Salesladies ..... | 1 9 0                    |
| (c) First year apprentice .....                                               | 1 1 0                    |
| Second year apprentice .....                                                  | 1 2 9                    |
| Third year apprentice .....                                                   | 1 6 3                    |
| Fourth and subsequent years of apprenticeship ....                            | 1 8 0                    |



(5) Wat oorbly van die geld wat ingevolge subklousule (3) ingevorderd word, kom die fonds van die Raad toe wat verantwoordelik is vir alle uitgawes in verband met die invordering van betalings wat in hierdie klousule en klousule 12 van die Ooreenkoms bepaal word.

(6) Die Raad is die liggaam wat verantwoordelik is vir die afhandeling van alle sake wat voortspruit uit of in verband staan met die betaling van premies en voordele ingevolge hierdie klousule wanneer enige geskil in verband hiermee ontstaan.

(7) Hierdie klousule is van toepassing vanaf die eerste dag van die maand wat volg op die datum waarop hierdie Ooreenkoms bindend verklaar word kragtens artikel 48 (1), (2) en (4) van die Wet; met dien verstande dat indien sodanige dag die eerste dag van die maand is, die klousule van sodanige datum af van toepassing geag moet word.

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

#### 11. SIEKTEVERLOF.

(1) 'n Werkgewer moet sy voltydse werknemer, uitgesonderd 'n blokman, manlike boekhouer, bestellingsman, vroulike boekhouer, kassier en assistent-boekhouer, verkoopster en vakleerling wat een maand diens by hom voltooi het, en wat afwesig is van werk as gevolg van siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk of siekte wat vergoedbaar is ingevolge die Ongevallewet, 1941, altesaam 12 werkdag siekteverlof in 'n jaar diens in die bedryf toestaan, en moet ten opsigte van elke sodanige werkdag een sesde van die weekloon wat hy onmiddellik voor die aanvang van die verlof ontvang het, aan hom betaal; met dien verstande dat die werknemer die voorlegging van 'n sertifikaat, deur 'n geregistreerde mediese praktisyn onderteken, kan eis, wat die aard en die duur van die werknemer se siekte t.o.v. elke tydperk van afwesigheid waarvoor besoldiging geëis word, aandui; voorts met dien verstande dat siekteverlof nie met verpligte opleiding ingevolge die Verdedigingswet, 1957, of jaarlikse verlof kragtens klousule 9 van hierdie Ooreenkoms, mag saamval nie.

(2) Vir die toepassing van hierdie klousule—

(a) is die uitdrukking „'n jaar diens” die jaar wat volg op die datum waarop hierdie Ooreenkoms in werking tree en elke daaropvolgende jaar;

(b) moet elke werkgewer die Nywerheidsraad skriftelik, in die vorm van Aanhangsel B, binne 14 dae in kennis stel van die betaling van siekteverlof ingevolge die bepaling van hierdie klousule.

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

#### 12. PENSIOENFONDS.

(1) Hierdie klousule is slegs van toepassing op voltydse blokmanne, manlike boekhouders, bestellingsmanne, vroulike boekhouders, kassiers en assistent-boekhouders, verkoopsters en vakleerlinge.

(2) Ten einde die werknemers wat in subklousule (1) hierbo genoem word, te voorsien van pensioenvoordele, moet 'n werkgewer te nopsigte van elke maand 'n bedrag van die loon wat aan elk van genoemde werknemers in sy diens betaal word, aftrek ooreenkomstig die volgende lys ten opsigte van elke werknemer wat in die werkgewer se diens was op die eerste dag van sodanige maand of in die geval van 'n werknemer wat in diens tree na die eerste dag van die maand, indien die werkgewer die eerste werkgewer is om hom in sodanige maand in diens te neem. Aftrekkings ingevolge hierdie bepaling moet gedoen word van die laaste betaling van lone betaal aan elke werknemer ten opsigte van elke maand hetsy sodanige werknemer die volle maand vir die werkgewer van wie vereis word om aftrekkings te doen, gewerk het of nie:—

|                                                                          | Per<br>maand.<br>s. d. |
|--------------------------------------------------------------------------|------------------------|
| Blokmanne en manlike boekhouders, bestellingsmanne                       | 10 0                   |
| Vroulike boekhouders, assistent-boekhouders en kassiers,<br>verkoopsters | 5 0                    |

(3) Die bedraes soos voorgeskryf en betaalbaar ingevolge subklousule (2) hierbo moet aan die Sekretaris van die Nywerheidsraad, Posbus 10589, Johannesburg, op of voor die 10de dag van elke daaropvolgende maand gestuur word, saam met 'n gelyke bedrag van die werkgewer. Betalings ingevolge hierdie subklousule moet vergesel gaan van 'n volledige verklaring ooreenkomstig Aanhangsel F van hierdie Ooreenkoms.

Hierbenewens moet 'n werkgewer ten opsigte van elke vakleerling in sy diens aan die Raad 'n bedrag van 10s. betaal sonder om enige aftrekkings van genoemde vakleerling se besoldiging te doen, en die bepaling van hierdie klousule *mutatis mutandis* van toepassing in verband met sodanige betaling.

(4) Die geld wat ingevolge subklousule (3) hierbo ontvang word, moet deur die Sekretaris van die Raad aan die African Life Assurance Society Limited, Johannesburg, gestuur word ten opsigte van en namens elke werknemer om hom te dek vir pensioenvoordele waarvoor voorsiening gemaak word in Groeps-polis No. 412113 en behoudens die bepalinge en voorwaardes wat daarin gespesifiseer word; 'n afskrif van hierdie polis moet aan die Sekretaris van Arbeid gestuur word.

(5) Die Raad is die liggaam wat verantwoordelik is vir die afhandeling van alle sake wat voortvloei uit of wat in verband staan met die betaling van premies en voordele kragtens hierdie klousule.

(5) The residue of moneys collected in terms of sub-clause (3) above shall accrue to the funds of the Council which shall be responsible for all expenses connected with the collection of payments prescribed in this clause and clause 12 of this Agreement.

(6) The Council shall be the body responsible for dealing with all matters arising from or in connection with the payments of premiums and benefits in terms of this clause when any dispute arises in connection therewith.

(7) This Clause shall apply as from the first day of the month following on the date from which this Agreement is declared to be binding in terms of section forty-eight (1) (2) and (4) of the Act; provided that if such day is the first day of the month this clause shall be deemed to apply as from such date.

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

#### 11. SICK LEAVE.

(1) An employer shall grant to his full-time employees, other than a blockman, male bookkeeper, orderman, female bookkeeper, cashier and assistant bookkeeper, saleslady and apprentice who has completed one month's service with him and, who is absent from work through sickness or accident not caused by his own misconduct other than an accident or sickness compensable under the Workmen's Compensation Act, 1941, 12 work days sick leave in the aggregate during any one year of service in the trade, and, shall pay to him in respect of each such work day one-sixth of the weekly wages he was receiving immediately before the commencement of such leave provided that the employer may require the production of a certificate signed by a registered medical practitioner, showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed; provided further that sick leave shall not run concurrently with compulsory training under the Defence Act, 1957, or annual leave in terms of clause 9 of this Agreement.

(2) For the purpose of this clause—

(a) the expression “year of service” shall be the year following the date on which the agreement came into operation and each succeeding year thereafter.

(b) every employer shall notify the Industrial Council in the form of Annexure B, within 14 days of payment of sick leave in terms of this clause.

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

#### 12. PENSION FUND.

(1) This clause shall apply in respect of full-time blockmen, male bookkeepers, ordermen, female bookkeepers, cashiers and assistant bookkeepers, salesladies and apprentices only.

(2) For the purpose of providing employees referred to in sub-clause (1) above with Pension benefits, an employer shall in respect of each month deduct from the wages payable to the said employees in his employ an amount in accordance with the undermentioned Schedule in respect of any such employee who was in the employer's employ on the first day of such month or in the case of an employee who obtains employment after the first day of the month, if the employer is the first employer to employ him in such month. Deductions required to be effected in terms hereof shall be made from the last payment of wages paid to each employee in respect of each month whether such employee has worked for the full month for the employer who is required to make the deduction, or not.

|                                                                        | Per<br>Month.<br>s. d. |
|------------------------------------------------------------------------|------------------------|
| Blockman and male bookkeepers, Ordermen                                | 10 0                   |
| Female bookkeepers, assistant bookkeepers and cashiers,<br>salesladies | 5 0                    |

(3) The amounts as prescribed and deductible in terms of sub-clause (2) above shall be transmitted to the Secretary of the Industrial Council, P.O. Box 10589, Johannesburg, on or before the 10th day of each succeeding month together with a like amount from the employer. Payments in terms of this sub-clause shall be accompanied by a detailed statement in terms of Annexure (f) of this Agreement.

In addition an employer shall in respect of each apprentice in his employ pay to the Council, without effecting any deduction from the said apprentice's remuneration, an amount of 10s. and the provisions of this clause shall *mutatis mutandis* apply in relation to such payment.

(4) The moneys received in terms of sub-clause (3) above shall be transmitted by the Secretary of the Council to the African Life Assurance Society, Limited, Johannesburg, in respect of and on behalf of each employee to cover him for Pension Fund Benefits as provided for in Group Policy No. 412113, and subject to the terms and conditions specified therein and copy of which policy shall be transmitted to the Secretary for Labour.

(5) The Council shall be the body responsible for dealing with all matters arising from or in connection with the payments of premiums and benefits in terms of this clause.

(6) Hierdie klousule is van toepassing van die eerste dag van die maand af wat volg op die datum waarop hierdie Ooreenkoms bindend verklaar word kragtens artikel *agt-en-veertig* (1), (2) en (4) van die Wet; met dien verstande dat indien sodanige dag die eerste dag van die maand is, die klousule van sodanige dag af van toepassing geag moet word.

(7) Bydraes ingevolge hierdie klousule is nie betaalbaar nie ten opsigte van enige werknemer wat 65 jaar of ouer is in die geval van blokmanne, bestellingsmanne of manlike boekhouders of 60 jaar of ouer in die geval van kassiers en assistent-boekhouders, vroulike boekhouders of verkoopsters of nadat hulle sodanige ouderdom bereik het.

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

### 13. 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) Elke werkgever moet t.o.v. elke inrigting wat hy besit of bestuur, aan die Raad 'n jaarlikse heffing betaal van £4. 4s. ten opsigte van inrigtings waarin geen blokman werksaam is nie, en £3. 3s. ten opsigte van inrigtings waarin een of meer blokmanne werksaam is. Hierdie heffing is betaalbaar op 31 Desember elke jaar in die geval van werkgevers wie se heffing ingevolge klousule 13 (a) van die Raad se vorige Ooreenkoms, gepubliseer by Goewermentskennisgewing No. 1311 van 20 Julie 1956, soos verleng en bekragtig by Goewermentskennisgewings No. 1258 van 23 Augustus 1957, No. 288 van 28 Februarie 1958, No. 810 van 13 Junie 1958, No. 1496 van 9 Oktober 1958 en No. 1975 van 24 Desember 1958, betaalbaar geword het op 31 Desember 1958, of in die geval van werkgevers wat tot die bedryf toetree het of 'n bykomende inrigting aangeskaf het op 31 Desember 1958. Werkgevers wat na 31 Desember in enige jaar tot die bedryf toetree of 'n bykomende inrigting aanskaf, moet, wanneer hulle tot die bedryf toetree of sodanige bykomende inrigting aanskaf, ten opsigte van elke maande of gedeelte daarvan wat binne die tydperk val vanaf die datum van sodanige aanskaffing of toetrede tot 31 Desember, een twaalfde van die heffing betaal wat van toepassing is en daaropvolgende betalings is dan betaalbaar op 31 Desember in elke daaropvolgende jaar.
- (b) Elke week moet die werkgever agt pennies aftrek van die loon van elkeen van sy werknemers vir wie minimum lone van meer as 50s. per week in hierdie Ooreenkoms voorgeskryf word.
- (c) Drie pennies per week moet van die loon van elke los werknemer afgetrek word ten opsigte van elke week of gedeelte van 'n week waarin hy in diens is.
- (d) Twee pennies per week moet van die lone van elk van sy werknemers afgetrek word vir wie minimum lone van 50s. of minder per week in hierdie Ooreenkoms voorgeskryf word.
- (e) Die totale bedrag aldus kragtens (b), (c) en (d) hierbo afgetrek, tesame met 'n bedrag wat deur die werkgever bygedra moet word in ooreenstemming met ondergenoemde Bylae moet deur laasgenoemde maandeliks aan die Sekretaris van die Raad gestuur word op of voor die 10de dag van elke maand wat volg op die maand ten opsigte waarvan die aftrekking verskuldig is:—
  - (i) Ses pennies per week ten opsigte van elke werknemer in paragraaf (b) hierbo genoem;
  - (ii) drie pennies per week ten opsigte van werknemers in paragraaf (c) hierbo genoem;
  - (iii) twee pennies per week ten opsigte van werknemers in paragraaf (d) hierbo genoem.

### 14. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) (a) Elke werkgever moet t.o.v. elke inrigting wat hy in die kleinhandelvleisbedryf besit of bestuur, binne een maand van die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat enige bykomende inrigting in die kleinhandelvleisbedryf na daardie datum begin of aanskaf, moet t.o.v. elke inrigting en binne een maand van die datum af waarop dit in werking tree, aan die Sekretaris van die Raad die volgende besonderhede stuur:—

- (i) Die handelsnaam van die inrigting voluit;
- (ii) die volle naam en adres van die eienaar, vennote of direkteur, na gelang van die geval;
- (iii) die naam van elke werknemer voluit, die aard van sy werk en die loon wat hy ontvang;
- (iv) die besigheidsadres;

met dien verstande dat dit nie vir 'n werkgever nodig is om kragtens hierdie klousule registrasie te verkry nie ten opsigte van enige inrigting wat hy alreeds by die Raad geregistreer het of wat geregistreer geag word ingevolge klousule 14 van die Raad se vorige Ooreenkoms, gepubliseer by Goewermentskennisgewing No. 1311 van 20 Julie 1956 en soos verleng by Goewermentskennisgewing No. 1258 van 23 Augustus 1957, No. 288 van 28 Februarie 1958, No. 810 van 13 Junie 1958, No. 1496 van 9 Oktober 1958 en No. 1975 van 24 Desember 1958 en hy nog sodanige inrigting op die datum besit of bestuur waarop hierdie Ooreenkoms in werking tree.

(6) This clause shall apply as from the first day of the month following on the date from which this Agreement is declared to be binding in terms of section *forty-eight* (1), (2) and (4) of the Act; provided that if such day is the first day of the month, this clause shall be deemed to commence to apply as from such day.

(7) Contributions in terms of this clause shall not be payable in respect of any employee who is 65 years of age or older in the case of blockmen, ordermen or male bookkeepers or 60 years of age or older in the case of cashiers and assistant bookkeepers, female bookkeepers or salesladies or after attaining such age.

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

### 13. COUNCIL FUNDS.

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

- (a) Every employer shall in respect of each establishment he owns or conducts pay to the Council an annual levy of £4. 4s. in the case of establishments in which no blockman is employed or £3. 3s. in the case of establishments in which one or more blockmen are employed. This levy shall become due on the 31st December in each year in the case of employers whose levy in terms of clause 13 (a) of the Council's previous Agreement, published under Government Notice No. 1311 of the 20th July, 1956, as extended and re-enacted by Government Notices No. 1258 of the 23rd August, 1957, No. 288 of the 28th February, 1958, No. 810 of the 13th June, 1958, No. 1496 of the 9th October, 1958 and No. 1975 of the 24th December, 1958, had fallen due on the 31st December, 1958, or had entered the trade or acquired an additional establishment on the 31st December, 1958. Employers who enter the trade or acquire an additional establishment after the 31st December, in any year shall upon entering the trade or acquiring such additional establishment, pay in respect of each month or part thereof, falling within the period from the date of such entry or acquisition to the 31st December one-twelfth of the levy applicable and subsequent payments shall then fall due on the 31st December in each succeeding year.
- (b) Eightpence per week shall be deducted by each employer from the wages of each of his employees for whom minimum wages exceeding 50s. per week have been prescribed in this Agreement.
- (c) Threepence per week shall be deducted from the wages of each casual employee in respect of each week or part of a week during which he is employed.
- (d) Twopence per week shall be deducted from the wages of each of his employees for whom minimum wages of 50s. or less per week have been prescribed in this Agreement.
- (e) The total amount so deducted in terms of (b), (c) and (d) above, together with an amount which shall be contributed by the employer in accordance with the undermentioned Schedule, shall be forwarded monthly by the latter to the Secretary of the Council, not later than the 10th day of each month following the month in which payment accrue:—
  - (i) Sixpence per week in respect of each employee referred to in paragraph (b) above;
  - (ii) Threepence per week in respect of employees referred to in paragraph (c) above.
  - (iii) Twopence per week in respect of employees referred to in paragraph (d) above.

### 14. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) (a) 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 establishment in the Retail Meat Trade after that date shall in respect of each establishment and within one month of the date of commencing operations in regard thereto, forward to the Secretary of the Council—

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

provided it shall not be necessary for an employer to effect registration in terms of this clause in respect of any establishment which he has already registered or is deemed to be registered with the Council in terms of clause 14 of the Council's previous agreements published under Government Notice No. 1311 of the 20th July, 1956, and as extended and re-enacted by Government Notices No. 1258 of the 23rd August, 1957, No. 288 of the 28th February, 1958, No. 810 of the 13th June, 1958, No. 1496 of the 9th October, 1958 and No. 1975 of the 24th December, 1958, and he still owns or conducts such establishment at the date of coming into operation of this Agreement.



(b) Ingeval van 'n ontbinding of verandering van vennootskap, of 'n verandering in die direksie van 'n maatskappy, moet die feit skriftelik binne een maand na die datum daarvan aan die Sekretaris bekend gemaak word, tesame met volle besonderhede aangaande enige nuwe direkteure of vennote, na gelang van die geval.

(c) Elke werkgewer moet aan die Sekretaris 'n skriftelike bekendmaking stuur van alle indiensnemings of afdankings van werknemers binne 14 dae van die datum af waarop die indiensnemings of afdankings in werking getree het.

(2) Die Sekretaris moet 'n register byhou van al die werkgewers en werknemers genoem in subklousule (1) van hierdie klousule.

#### 15. ORGANISASIE.

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

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

(3) (a) 'n Blokman aan wie lidmaatskap van die vakvereniging geweier is op grond daarvan dat hy nie bevredigende bewys kan lewer dat hy 'n vakleerlingskap suksesvol deurloop het nie, is geregtig om 'n ambagstoets af te lê en indien hy in sodanige ambagstoets slaag, hou die bepalings van hierdie klousule op om van toepassing te wees in sy geval as die vakvereniging steeds weier om genoemde blokman as lid op te neem.

(b) Die ambagstoets wat toegepas moet word ingevolge hierdie klousule moet soortgelyk wees aan die praktiese toetse wat vir vakleerlinge voorgeskryf word kragtens die voorwaardes van die Witwatersrandse Voedsel-(slagters)vakleerlingskapkomitee en vir hierdie doel moet die Raad twee van sy werkgewer- en werknemer-vertegenwoordigers kies om 'n komitee van eksaminators uit te maak en die besluit van hierdie komitee oor enige toets is beslissend, behalwe soos hierin bepaal. Een werkgewer- en werknemer-vertegenwoordiger maak 'n kworum vir die komitee uit en vir geval die werknemer- of werkgewer-vertegenwoordiger in die meerderheid is by 'n toets, moet die beginsel van gelykheid tussen werkgewers en werknemers gehandhaaf word ten opsigte van stemming, met dien verstande dat, indien dit op 'n dooiepunt uitloop, die saak na die Raad vir sy beslissing verwys word en in die geval van 'n volgehoute dooiepunt, moet daar geag word dat die kandidaat nie in die toets geslaag het nie.

(c) Wanneer die Raad 'n versoek om 'n ambagstoets ontvang, is die applikant geregtig om in diens te bly hangende die toets en moet hy 'n eksamengeld van £4 betaal om enige koste in verband met die afneem van die toets te bestry, wat so gou moontlik uitgevoer moet word in 'n inrigting wat deur die Raad uitgesoek en goedgekeur is.

(d) Die Raad kan reëls en voorwaardes voorskryf wat van toepassing is in verband met die uitvoer van toetse en wat nie teenstrydig met hierdie bepalings is nie, met inbegrip van gelde vir die lede van die eksamenkomitee, en moet 'n sertifikaat aan suksesvolle kandidate uitreik. Geen blokman aan wie toelating tot die vakvereniging geweier is, kom in aanmerking vir 'n ambagstoets nie, tensy hy 'n betrekking aangebied word en sy toekomstige werkgewer tot sodanige ambagstoets toegestem het.

(e) Die Raad kan toestem dat 'n kandidaat wat nie in 'n toets slaag nie, 'n verdere toets of toetse aflê op sodanige daaropvolgende tye en onderworpe aan sodanige voorwaardes wat die Raad bepaal en hangende die uitvoer van sodanige daaropvolgende toets of toetse is die bepalings van hierdie klousule nie van toepassing ten opsigte van sodanige werknemer nie.

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

(4) 'n Persoon wat behoorlik skriftelik deur die vakvereniging en die Raad gemagtig is, kan enige kleinhandelsslagerswinkel 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 te werf;
- (c) kennisgewings uit te deel wat deur die vakvereniging uitgegee word;
- (d) lede se ledegeld aan die vakvereniging in te vorder.

(b) In the event of a dissolution or change of partnership, or change in the directorate of a company, the fact must be notified in writing within one month of the date thereof to the Secretary, together with full details in regard to any new directors or partners as the case may be.

(c) Every employer shall forward to the Secretary a written notification of all engagements, or discharges of employees, within 14 days of the date upon which the engagements or discharges take effect.

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

#### 15. 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 who is not a member of such employers' organisation or whose membership of such employers' organisation has been suspended by the employers' organisation in accordance with the constitution of the employers' organisation.

(3) (a) A blockman who has been refused membership of the trade union on the grounds that he cannot produce satisfactory evidence of having completed an apprenticeship successfully, shall be entitled to undergo a trade test and in the event of such trade test being passed, the provisions of this clause shall cease to apply in his case if the trade union still declines to admit the said blockman to membership.

(b) The trade test to be applied in terms of this clause shall be similar to the practical tests prescribed for apprentices in terms of the conditions of the Witwatersrand Food (Butchers) Apprenticeship Committee and for this purpose the Council shall elect two of its employer and employee representatives to constitute a committee of examiners and the decision of this committee on the result of any test shall be final except as provided for herein. A quorum of the committee shall be one employer and employee representative and in the event of there being a majority of employee representatives or employer representatives at any examination the principle of equality between employers and employees shall be observed in respect of voting, provided that in the event of a deadlock arising the matter shall be referred to the Council for final decision and a continued deadlock shall be deemed to be a failure to pass the test.

(c) On receipt by the Council of a request for a trade test, the applicant shall be entitled to remain in employment pending examination and shall be required to pay an examination fee of £4 to defray any expenses incurred in conducting the test which shall be carried out as soon as possible in an establishment selected and approved by the Council.

(d) The Council may prescribe rules and conditions to be applied in connection with the conduct of tests not inconsistent with these provisions, including fees for the members of the examining committee, and shall issue a certificate to successful applicants. No blockman who has been declined admission to the trade union shall be eligible to undergo a trade test unless he has been offered employment and his prospective employer has consented to such trade test.

(e) The Council may agree that any candidate who fails a trade test, may undergo a further test or tests at such subsequent times subject to such conditions as the Council may decide and pending the carrying out of such subsequent test or tests the provisions of this clause shall not apply in respect of such employee.

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

(4) A person duly authorised by the trade union and the Council in writing 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) Die bepalinge van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika nie; met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande wat hy in die bedryf begin werk het, weer om op versoek van die betrokke vakvereniging lid daarvan te word, die bepalinge van hierdie klousule onmiddellik van toepassing word.

(6) (a) Die ledegeld van vakvereniginglede moet van hulle loon afgetrek word.

(b) Dit is die verantwoordelikheid van die vakvereniging om 'n werkgewer in te lig omtrent die ledegeld wat van die loon van sy werknemers afgetrek moet word deur 'n staat aan die werkgewer te stuur. Die aftrekking moet gedoen en die betrokke bedrag binne 14 dae na ontvangs daarvan aan die Sekretaris van die vakvereniging gestuur word na die adres wat op die staat voorkom.

(c) Gedurende die eerste drie maande wat hierdie Ooreenkoms in werking is, moet die vereniging maandelikse state instuur en daarna kwartaalliks en dit moet betrekking hê op die voorafgaande maand of kwartaal van lidmaatskap, na gelang van die geval.

(d) State moet ten minste sewe dae voor die einde van elke maand ingestuur word gedurende die eerste drie maande wat hierdie Ooreenkoms in werking is en ten minste sewe dae voor die einde van die derde maand van elke daaropvolgende kwartaal.

(e) 'n Werkgewer is nie verantwoordelik vir die invordering van enige ledegeld wat deur 'n werknemer wie se diens beëindig is, verskuldig is nie en ten opsigte waarvan geen staat deur die vakvereniging voor sodanige beëindiging ingestuur is nie.

(f) Die vakvereniging moet die Raad inlig omtrent die naam en plek van indiensneming van enige lid van wie die ledegeld, ingevolge hierdie subklousule, uitstaande is, en of sodanige lidmaatskap opgeskort is ooreenkomstig daardie liggaam se konstitusie. By ontvangs van sodanige inligting moet die Raad die nodige stappe doen om nakoming van die vereistes van hierdie klousule af te dwing.

(7) Hierdie bepalinge, uitgesonderd subklousule 15 (6), is ook van toepassing op los werknemers wat 'n volle opbetaalde lidmaatskapskaart van die vereniging moet toon voordat hulle in diens geneem kan word.

#### 16. GETALLEVERHOUDING VAN WERKNEMERS.

(1) Behoudens die bepalinge van subklousule (3) van hierdie artikel—

(a) mag geen werkgewer 'n verkoopster in 'n inrigting in diens hê nie tensy daar minstens een blokman in diens is, en vir elke twee of gedeelte van twee blokmanne daarin in diens, kan hoogstens een verkoopster in diens wees;

(b) kan een blokman en een bestellingsman in diens in 'n inrigting as twee blokmanne vir die doel van hierdie subklousule gereken word.

(2) Geen werkgewer mag 'n bestellingsman in 'n inrigting in diens hê nie, tensy daar ten minste een blokman in die inrigting in diens is.

(3) (a) 'n Werkgewer kan t.o.v. 'n inrigting as 'n blokman gereken word vir die doel van hierdie klousule—

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

(ii) as 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) as hy van die Raad 'n sertifikaat ontvang wat deur die Sekretaris onderteken is wat hom magtig om homself as 'n blokman te reken vir die doel van hierdie klousule t.o.v. 'n bepaalde inrigting;

(iv) met dien verstande dat geen sertifikaat ingevolge die bepalinge van subklousule (3) (a) (iii) toegestaan word voordat die vereistes van subklousule (3) (a) (ii) nagekom is nie.

(b) Waar 'n werkgewer die kleinhandelvleisbedryf in meer as een inrigting uitoefen, word so 'n werkgewer vir die doel van hierdie klousule nie as 'n blokman t.o.v. meer as een inrigting gereken nie.

#### 17. INDIENSNEMING VAN SLAGTERSASSISTENTE.

(1) Geen werkgewer mag 'n slagtersassistent in diens hê nie behalwe met die skriftelike toestemming van die Raad en in elk geval mag 'n slagtersassistent nie toegelaat word om in enige inrigting in diens geneem te word waar daar nie een of meer blokmanne in diens is nie; ook mag hoogstens een slagtersassistent in enige inrigting in diens wees. Vir die toepassing van hierdie klousule is die bepalinge van klousules 16 (3) (a) en (b) *mutatis mutandis* van toepassing.

(2) 'n Aansoek om magtiging om 'n slagtersassistent in diens te neem moet in die vorm van Aanhangsel D geskied.

(3) Elke werkgewer wat magtiging verkry om 'n slagtersassistent in diens te neem wanneer die getal blokmanne of vakleerlinge in diens by die betrokke inrigting benede die getal daal wat op die vorm van Aanhangsel D, in besit van die Raad, aangegee is, moet die Raad se Sekretaris binne 14 dae nadat dit geskied, daarvan skriftelik in kennis stel, en van hom moet vereis word om die redes te verstrek vir die vermindering, watter stappe, (indien enige) gedoen is om 'n plaasvervanger of plaasvervangers te verkry en of hy voornemens is om enige stappe te doen om 'n plaasvervanger of plaasvervangers te verkry of nie.

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

(6) (a) The subscriptions of the trade union members shall be deductible from their wages.

(b) It shall be the responsibility of the trade union to advise an employer what subscriptions must be deducted from the wages of his employees by way of rendering a statement to the employer. The deduction shall be effected and the amount involved transmitted to the Secretary of the Union at the address appearing on the statement within 14 days of its receipt.

(c) Statements shall be rendered monthly by the Union during the first three months of operation of this Agreement and thereafter quarterly and shall relate to the preceding month or quarter of membership as the case may be.

(d) Statements shall be submitted at least seven days before the end of each month during the first three months of operation of this Agreement and at least seven days before the end of the third month of each quarter thereafter.

(e) An employer shall not be responsible for the collection of any subscriptions owing by an employee whose services are terminated and in respect of which no statement has been rendered by the trade union prior to such termination.

(f) The trade union shall advise the Council of the name and place of employment of any member whose subscriptions are outstanding in terms of this sub-clause and whether or not such membership has been suspended in accordance with that body's constitution. Upon receipt of such advice the Council shall take whatever action is necessary to enforce compliance with the requirements of this clause.

(7) These provisions except sub-clause 15 (6) shall apply also to casual employees who must produce a fully paid-up membership card of the union before they can be employed.

#### 16. PROPORTION OR RATIO OF EMPLOYEES.

(1) Subject to the provisions of sub-clause (3) of this section—

(a) no employer shall employ in any establishment a saleslady unless at least one blockman is employed, and for every two or part of two blockmen employed therein, not more than one saleslady may be employed;

(b) for the purpose of this sub-clause one blockman and one orderman employed in an establishment may be reckoned as two blockmen.

(2) No employer shall employ in any establishment an orderman unless at least one blockman is employed in such establishment.

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

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

(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 sub-clause (3) (a) (iii) be granted until the requirements of sub-clause (3) (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.

#### 17. EMPLOYMENT OF BUTCHERS' ASSISTANTS.

(1) 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 blockmen are not employed; nor shall it be permissible to employ more than one butcher's assistant in any establishment. For the purpose of this clause the provisions of clauses 16 (3) (a) and (b) shall *mutatis mutandis* apply.

(2) An application for authority to employ a butcher's assistant shall be made on the form Annexure D.

(3) Every employer who is permitted to employ a butcher's assistant shall, whenever the number of blockmen or apprentices employed in the establishment concerned fall below the number stated on the form Annexure D in the Council's possession, notify the Council's Secretary in writing of such reduction within 14 days of the occurrence thereof, and shall be required to state the reasons for the reduction, what action if any, has been taken to effect a replacement or replacements or whether or not it is intended to take any action to effect replacement or replacements.



(4) 'n Komitee van die Raad, bestaande uit twee lede elk van die werkgewer- en werknemersvertegenwoordigers, en verkies ingevolge klousule 14 van die konstitusie, moet alle aansoeke om magtiging om 'n slagtersassistent in diens te neem, oorweeg, en 'n verslag en aanbeveling by die eerste daaropvolgende vergadering van die Raad voorlê. Die genoemde komitee moet ook van advies bedien word wanneer 'n verslag kragtens subklousule (3) ontvang word, en die komitee moet dit sy plig ag om te oorweeg, aan die hand van die verkreeë inligting, of die indiensneming van 'n slagtersassistent in die betrokke inrigting nog steeds toegelaat kan word of nie, en moet 'n verslag en aanbeveling by die eerste daaropvolgende vergadering van die Raad verstrek.

(5) Wanneer 'n werkgewer aan wie 'n lisensie toegestaan is om 'n slagtersassistent in diens te neem, die Ooreenkoms verbreek deur hom vir werk van 'n hoër graad in diens te neem as dié van 'n slagtersassistent, en die Raad homself vergewis het dat die Ooreenkoms aldus verbreek is, verval so 'n lisensie outomaties.

(6) Die Raad besluit na goeddunke of hy enige aansoek om magtiging om 'n slagtersassistent in diens te neem, gaan toestaan of nie, en of sodanige magtiging ingevolge die vereistes van hierdie klousule ingetrek moet word of nie; met dien verstande dat indien hy ten gunste van die voortgesette diens van 'n slagtersassistent besluit, hy nietemin by herooring van die saak hom altyd die reg voorbehou om sy besluit te herroep as hy oortuig voel, by ontvangs van 'n verslag van die komitee genoem in subklousule (4), dat die omstandighede wat hom genoodsaak het om die voortgesette diens van die genoemde slagtersassistent toe te laat, nie meer van toepassing is nie, of nie binne redelike tyd na sy mening geskied het nie.

(7) By die behandeling van die vraag aangaande die diens van slagtersassistent, is die Raad en die komitee, genoem in subklousule (4), kragtens artikel dertig van die Wet op Nywerheidsversoenig, 1956, daarop geregtig om getuienis te dagvaar om getuienis af te lê met betrekking tot enige saak wat oorweging geniet, en werkgewers betrokke by so 'n saak, is daarop geregtig om voor die Raad of komitee te verskyn en persoonlike getuienis af te lê ter ondersteuning van hul verhoë; met dien verstande dat enige versoek om verlof om vertoë persoonlik te rig, aan die Sekretaris van die Raad, tesame met die versoek om magtiging om 'n slagtersassistent in diens te neem of met 'n verslag ingevolge subklousule (3), gerig moet word. Die betrokke werkgewer is daarop geregtig om voorsiening te maak vir 'n amptenaar, ampsdraer of lid van die werkgewer wat 'n party is by hierdie Ooreenkoms, om hom in sy vertoë aan die Raad of komitee, genoem in subklousule (4), by te staan.

(8) Die betrokke werkgewer moet per geregistreerde brief in kennis gestel word van die Raad se besluit om magtiging in te trek vir die voortgesette diens van 'n slagtersassistent, en ondanks andersluidende bepalings hierin, moet die slagtersassistent se diens binne 10 dae van die datum van genoemde geregistreerde brief af beëindig word, maar hy is op volle besoldiging geregtig tot en met die 10de agtereenvolgende dag na die datum van genoemde geregistreerde brief.

(9) Ondanks andersluidende bepalings in hierdie klousule mag geen magtiging verleen word om 'n slagtersassistent in diens te neem nie t.o.v. enige inrigting waarin 'n werknemer teen £5 per week plus lewenskostetoelae in diens is kragtens 'n vrystelling wat deur die Raad uitgereik is om die pligte van 'n blokman te verrig met betrekking tot die bediening van slegs nie-blanke klante.

(10) 'n Magtiging om 'n slagtersassistent in diens te neem kragtens die Raad se vorige Ooreenkoms, moet beskou word as 'n magtiging kragtens hierdie klousule en die bepalings van hierdie klousule is *mutatis mutandis* op so 'n magtiging van toepassing.

#### 18. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om enige goeie en voldoende rede aan of ten opsigte van enige persoon 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 vasstel waarkragtens sodanige vrystelling verleen word; met dien verstande dat die Raad na goeddunke en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystelling kan herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

- die naam van die betrokke persoon voluit;
  - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
  - die voorwaardes ooreenkomsdig die bepalings van subklousule (2) van hierdie klousule vasgestel waarkragtens die vrystelling toegestaan word; en
  - die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- alle uitgereikte sertifikate in volgorde nommer;
  - 'n afskrif van elke uitgereikte sertifikaat bewaar; en
  - ingeval vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer en werknemer en nog 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg, stuur.

(4) A committee of the Council consisting of two members each of the employer and employee representatives, and elected in terms of clause 14 of its constitution, shall consider all applications for authority to employ a butcher's assistant, and shall submit a report and recommendation to the first ensuing meeting of the Council. The said committee shall be also advised whenever a report in terms of sub-clause (3) is received, and it shall be incumbent upon the committee to consider in the light of the information received whether or not the employment of a butcher's assistant in the establishment concerned shall be allowed to continue, and shall submit a report and recommendation to the first ensuing meeting of the Council.

(5) When an employer, who has been granted a licence to employ a butcher's assistant, 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 licence shall be automatically withdrawn.

(6) The Council shall in its sole discretion decide whether or not to approve of any application for authority to employ a butcher's assistant or whether or not such authority shall be cancelled in accordance with the requirements of this clause, provided that if it decides in favour of the continued employment of a butcher's assistant, it shall nevertheless on review of the matter at any time have the right to reverse its decision if it is satisfied, on receipt of a report from the committee referred to in sub-clause (4) that the circumstances which caused it to allow the said butcher's assistant's employment to continue have ceased to apply or have not eventuated within a reasonable time in its opinion.

(7) In dealing with the question of the employment of butchers on receipt of a report from the committee referred to in sub-clause (4) shall in terms of section thirty of the Industrial Conciliation Act, 1956, be entitled to summon witnesses to give evidence in relation to any case under consideration and employers connected with any such case shall be entitled to appear before the Council or Committee and to submit personal evidence in support of their representations provided that any request for permission to submit representations personally is lodged with the Secretary of the Council with the applications for authority to employ a butcher's assistant or with a report in terms of sub-clause (3). The employer concerned shall be entitled to arrange for an official, office-bearer or member of the employer party to this Agreement to support him in his representations to the Council or committee referred to in sub-clause (4).

(8) The employer concerned shall be notified by registered letter 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 the registered letter, but, he shall be entitled to full remuneration up to and including the 10th day following the date of the said registered letter.

(9) 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 £5 per week plus cost of living allowance in terms of an exemption issued by the Council to perform the duties of a blockman in relation to attending to non-European customers only.

(10) An authority to employ a butcher's assistant in terms of the Council's previous agreements shall be deemed to be an authority in terms of this clause and the provisions of this clause shall *mutatis mutandis* apply to any such authority.

#### 18. EXEMPTIONS.

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

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

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

- full name of the person concerned;
  - the provisions of the Agreement from which exemption is granted;
  - the conditions fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
  - the period during which the exemption shall operate.
- (4) The Secretary of the Council shall—
- number consecutively all licences issued;
  - retain a copy of each licence issued; and
  - 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, Johannesburg.



## 19. PREMIES.

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

## 20. BESTAANDE KONTRAKTE.

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

## 21. VERTONING VAN OOREENKOMS.

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

## 22. INDIENSNEMING VAN SEKERE PERSONE.

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

## 23. AGENTE.

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

Elke werkgever 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 is.

## 24. DIENSSERTIFIKAAT.

Elke werkgever moet aan elkeen van sy werknemers wat uit sy diens tree, 'n dienssertifikaat kosteloos uitreik wat die werknemer se naam en adres aantoon, die aard van die werk, dienstyd, en loon wat aan elkeen van sy werknemers, uitgesonderd 'n slagtersassistent of 'n arbeider, betaal is toe hy sy werkgever se diens verlaat het.

## 25. AANGEWESSE BLOKMAN.

(1) 'n Werkgever kan, deur aan die Raad te skryf, 'n blokman in enige inrigting as 'n bestuurder aanwys en moet sodanige werknemer minstens £80 per maand of meer betaal lewenskoste- en ander toelaes ingesluit.

(2) 'n Werknemer wat as bestuurder aangewys is ingevolge subklousule (1) hierbo moet die aanstelling wat aan die Raad voorgelê word onderteken om te bewys dat hy sodanige aanstelling en die voorwaardes daaraan verbonde ingevolge hierdie Ooreenkoms aanvaar.

(3) Die Raad moet dié werkgever van 'n blokman wat op hierdie wyse aangewys is van 'n sertifikaat voorsien wat sy aanstelling as bestuurder magtig.

(4) 'n Magtiging kragtens subklousule (3) vervall outomaties as 'n ander blokman aangewys of wanneer diens beëindig word.

(5) 'n Blokman kan kragtens hierdie klousule aangewys word afgesien van die feit dat die werkgever self dié werk van 'n blokman in dié inrigting verrig en sodanige aangewese blokman onder dié werkgever se toësig en volgens sy opdragte werk.

(6) Die Raad mag na goeddunke twee blokmanne kragtens hierdie klousule aanwys as spesiale omstandighede dit vereis en 'n addisionele aanstelling regverdig.

## 26. DIENSBEÏNDIGING.

(1) 'n Werkgever of sy werknemer, uitgesonderd 'n los werknemer, wat dié dienskontrak wil beëindig, moet een week kennis gee van sy voorneme om dié kontrak te beëindig, of dié werkgever kan dié kontrak sonder kennisgewing beëindig deur dié werknemer minstens dié weekloon te betaal wat dié werknemer ontvang het onmiddellik voor dié datum van sodanige beëindiging; met dien verstande dat dit nie dié volgende mag raak nie:—

(i) Die reg van 'n werkgever of werknemer om dié kontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as voldoende erken word;

(ii) enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf word;

(iii) dié reg van dié werkgever om van dié werknemer te vereis om dié ekwivalent van 'n week se besoldiging te verbeur in plaas van kennisgewing deur dié werknemer van sy diensbeëindiging en waar diensbeëindiging deur 'n werknemer sonder kennisgewing plaasgevind het, kan dié werkgever dié ekwivalent van 'n week se besoldiging terughou van enige uitstaande geld wat aan dié werknemer verskuldig geword het ten opsigte van opgeloopte jaarlikse verlof, onbetaalde lone of enige ander opgeloopte betalings.

Ingeval dié ekwivalent van 'n week se besoldiging deur dié werknemer betaal word as verbeuring en/of terugbetaling aan dié werkgever, sal daar geag word dat sodanige werknemer vrygespreek is ten opsigte van sy versuim om behoorlik kennis te gee van sy diensbeëindiging.

(2) Die bepalings van hierdie klousule is nóg in dié geval van 'n werknemer wat vir 'n proeftydperk van hoogstens een week in diens is, nóg op 'n los werknemer van toepassing.

(3) Jaarlikse verlof of siekteverlof ingevolge klousule 11 van hierdie Ooreenkoms en kennisgewing mag nie saamval nie.

(4) 'n Afskrif van dié kennisgewing in hierdie klousule genoem, moet deur dié werkgever aan dié Raad in dié vorm van Aanhangel C gestuur word.

(5) Kennisgewing van diensbeëindiging is van Saterdag tot Saterdag van krag.

## 27. BEDIENING VAN BANDSAAG DEUR SLAGTERSASSISTENTE OF ARBEIDERS.

'n Werkgever kan 'n skriftelike aansoek aan dié Raad voorlê dat 'n genoemde slagtersassistent in sy diens toegelaat moet word om in 'n bepaalde inrigting afgestroopte of skeenbene, gewoonweg bekend as honde- of sopvleis, met 'n bandsaag op te saag.

## 19. PREMIUMS.

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

## 20. EXISTING CONTRACTS.

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

## 21. 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.

## 22. EMPLOYMENT OF CERTAIN PERSONS.

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

## 23. AGENTS.

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

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

## 24. CERTIFICATE OF SERVICE.

Every employer shall issue free of charge a certificate of service showing the name and address, nature of occupation, period of service, and wages paid to each of his employees, other than a butcher's assistant or a labourer, at the time he leaves such employer's service.

## 25. DESIGNATED BLOCKMAN.

(1) An employer, may in writing to the Council, designate one blockman in any establishment as a manager and shall pay such employee not less than £80 per month or more excluding cost of living allowance or other allowances.

(2) An employee designated as a manager in terms of sub-clause (1) above, shall endorse the designation submitted to the Council to the effect that he accepts such designation and the conditions attaching thereto in terms of this Agreement.

(3) The Council shall issue an employer of a blockman so designated with a certificate authorising his employment as a manager.

(4) An authority in terms of sub-clause (3) above shall automatically terminate on some other blockman being designated or on termination of employment.

(5) A blockman may be designated in terms of this clause notwithstanding the fact that the employer himself performs the work of a blockman in the establishment and such designated blockman is working under the employer's supervision and directions.

(6) The Council may in its sole discretion designate two blockmen in terms of this clause if special circumstances exist and warrant an additional designation.

## 26. TERMINATION OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment shall give one week's notice of his intention to terminate the contract, or the employer may terminate the contract without notice by paying the employee not less than the weekly wage which the employee was receiving immediately before the date of such termination; provided that this shall not effect—

(i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than prescribed in this clause;

(iii) the right of the employer to require the employee to forfeit the equivalent of one week's remuneration in lieu of notice by the employee of his termination of his employment and where termination of employment by an employee has occurred without notice, the employer may withhold the equivalent of one week's remuneration from any outstanding moneys which had accrued to the employee in respect of accrued annual leave, unpaid wages or any other accrued payments. In the event of the equivalent of one week's remuneration being paid by the employer by way of forfeiture and/or refunds to the employee, such employee shall be deemed to be exonerated in respect of his failure to have given proper notice of the termination of his employment.

(2) The provisions of this clause shall not apply in the case of an employee engaged on trial for a period not exceeding one week, nor shall it apply to a casual employee.

(3) Annual leave or sick leave in terms of clause 11 of this Agreement and notice shall not run concurrently.

(4) A copy of the notice referred to in this clause shall be forwarded to the Council by the employer, in the form of Annexure C.

(5) Notice of termination of employment shall operate from Saturday to Saturday.

## 27. OPERATION OF BANDSAW BY BUTCHERS' ASSISTANTS OR LABOURERS.

An employer may submit a written application to the Council for a named butcher's assistant or labourer in his employ to be permitted to cut stripped or shin bones, and normally known as dogs or soupmeat, by means of a bandsaw in a specified establishment.



Die Raad moet sodanige toestemming verstrek; met dien verstande dat hoogstens een werknemer, of hy 'n slagtersassistent of 'n arbeider is, toegelaat mag word om die pligte hierin vermeld in 'n inrigting te verrig en voorts met dien verstande dat die Raad sodanige toestemming en die toekomstige reg daarop vir sodanige tydperk as wat nodig geag word, kan intrek, indien 'n arbeider of 'n slagtersassistent toegelaat word om 'n bandsaag te gebruik sonder die voorafgaande toestemming van die Raad en in stryd met die vereistes van hierdie klousule en geen werkgewer of blokman mag 'n slagtersassistent of 'n arbeider toelaat om 'n bandsaag te bedien nie uitgesonderd met die verlof van die Raad ingevolge hierdie klousule.

## 28. ADVERTISEER.

Wanneer 'n werkgewer pryse vir sy vleis adverteer of vertoon, uitgesonderd pryse vir afvalstukke, gemaalde of prosesbewerkte vleis of soortgelyke ongegradeerde vleis, en indien die werklike vleis met die graadmerk daarop nie vertoon word saam met die prys wat vermeld word nie, moet hy ten opsigte van elke prys wat aldus vermeld word, in dieselfde grootte letters ook die bepaalde graad of elk van die bepaalde grade vleis vermeld wat verkrygbaar is teen sodanige prys in ooreenstemming met die graderingsklassifikasie wat deur die Afdeling Ekonomie en Marke van die Departement van Landbou-ekonomie daarop toegepas word kragtens Goewermentskennisgewing No. 1300 van 19 Julie 1953, soos gewysig.

## 29. OPSIONELE SIEKTE- EN ONGELUKSVORDELE.

(1) Hierby word daarvoor voorsiening gemaak dat 'n werknemer die opsionele voordele waarvoor voorsiening gemaak word in Groepsolis No. F3171 vermeld in klousule 10 (4) van die Ooreenkoms, ten opsigte van homself en/of sy afhanklikes, kan verkies, onderworpe aan die voorwaardes voorgeskryf in genoemde polis, en in so 'n geval is die werknemer verantwoordelik vir die betaling van die volle bedrag van die premies betaalbaar ten opsigte van sodanige opsionele voordele deurdat genoemde bedrag maandeliks *mutatis mutandis* deur sy werkgewer afgetrek word van sy besoldiging op die wyse voorgeskryf vir die aftrekking van die bedrag voorgeskryf in klousule 10 (3) van hierdie Ooreenkoms, en die bedrag aldus afgetrek moet deur die werkgewer betaal word aan die Raad vir oorhandiging aan die South African National Sickness and Accident Insurance Company Limited namens die werknemer, tesame met en behalwe die bedrag betaalbaar ingevolge klousule 10 (3) van hierdie Ooreenkoms.

(2) Voorts word hierby voorsiening gemaak daarvoor dat 'n werkgewer, indien hy dit verkies, dieselfde voordele kan hê as wat beskikbaar is in die geval van sy werknemers kragtens Groepsolis No. F3171 genoem in klousule 10 (4) van hierdie Ooreenkoms ten opsigte van homself en/of sy afhanklikes, onderworpe aan die voorwaardes voorgeskryf in genoemde polis en in so 'n geval moet die werkgewer maandeliks die volle premies betaalbaar ten opsigte van die voordele wat hy verkies om te hê, aan die Raad stuur vir oordrag aan die South African National Sickness and Accident Insurance Company Limited namens hom.

Namens die partye by die Nywerheidsraad vir die Kleinhandel-vleisbedryf op hede die 16de dag van Februarie 1959, in Johannesburg onderteken.

J. R. OELOFSE,  
Voorsitter van die Raad.

ANDREW SKILLEN,  
Ondervoorsitter van die Raad.

W. A. DAVIDSON,  
Sekretaris van die Raad.

## AANHANGSEL A.

## KENNISGEWING AANGAANDE DIE AANVANG VAN JAARLIKSE VERLOF Kragtens ARTIKEL NEGE (4) VAN DIE OOREENKOMS.

Naam van Firma \_\_\_\_\_  
Adres \_\_\_\_\_

Datum \_\_\_\_\_

Die Sekretaris,

Nywerheidsraad vir die Kleinhandel-vleisbedryf (Witwatersrand),  
Posbus 10589,  
Johannesburg.

## AANVANG VAN JAARLIKSE VERLOF.

Meneer,

Mnr./Mev./Mej. \_\_\_\_\_  
wat by my in diens is as \_\_\_\_\_ (meld beroep)

is met jaarlikse verlof afwesig van \_\_\_\_\_ 19 \_\_\_\_\_  
af tot \_\_\_\_\_ 19 \_\_\_\_\_ en het £ \_\_\_\_\_ aan verlofbesoldiging  
op \_\_\_\_\_ 19 \_\_\_\_\_ ontvang.

Die uwe,

Werkgewer.

Handtekening van Werknemer.

L.W.—Moet in tweevoud ingevul word sodra 'n werknemer op sy jaarlikse verlof geregtig is. Die oorspronklike moet aan die Sekretaris, Nywerheidsraad vir die Kleinhandel-vleisbedryf (Witwatersrand), Posbus 10589, Johannesburg, gepos en die kopie deur die werkgewer vir registrasiedoeleindes bewaar word.

The Council shall grant such permission; provided that there shall not be more than one employee, whether he be a butcher's assistant or a labourer, permitted to perform the duties stated herein in any one establishment and provided further that the Council may cancel such permission and the future right thereto for such period as it deems warranted, if a labourer or butcher's assistant is permitted to use a bandsaw without the prior permission of the Council in terms of this clause and in contravention of the requirements of this Agreement and no employer or blockman shall allow any butcher's assistant or labourer to operate a bandsaw except with the permission of the Council in terms of this clause.

## 28. ADVERTISING.

Whenever an employer advertises or displays prices for his meat, other than prices for offal pieces, minced or processed meats or similarly ungraded meats, and if the actual meat bearing the grade mark thereof is not displayed with the price stated, he shall in respect of each and every price so stated, also state in equal dimensions the specific grade or each of the specific grades of meat procurable at such price in accordance with the grading classification applied thereto by the Division of Economics and Marketing of the Department of Agricultural Economics and Marketing in terms of Government Notice No. 1300 of the 19th July, 1953, as amended.

## 29. OPTIONAL SICK AND ACCIDENT BENEFITS.

(1) It is hereby provided that an employee may elect to have the optional benefits provided for in Group Policy No. F3171 referred to in clause 10 (4) of the Agreement in respect of himself and/or his dependants; subject to the conditions prescribed in the said policy, and in such event the employee shall be responsible for the payment of the full amount of the premiums payable in respect of such optional benefits by way of the said amount being deducted by his employer from his remuneration in each month *mutatis mutandis* in the manner prescribed for the deduction of the amount prescribed in clause 10 (3) of this Agreement and the amount so deducted shall be paid by the employer to the Council for transmission to the South African National Sickness and Accident Insurance Company Limited on the employee's behalf together with and in addition to the amount payable in terms of clause 10 (3) of this Agreement.

(2) It is hereby further provided that an employer may elect to have the same benefits as are available in the case of his employees under Group Policy No. F3171 referred to in clause 10 (4) of this Agreement in respect of himself and/or his dependants subject to the conditions prescribed in the said Policy and in such event the employer shall transmit monthly the full premiums payable in respect of the benefits he elects to have to the Council for transmission to the South African National Sickness and Accident Insurance Company Limited on his behalf.

Signed at Johannesburg on behalf of the parties to the Industrial Council for the Retail Meat Trade (Witwatersrand) this 16th day of February, 1959.

J. R. OELOFSE,  
Chairman of the Council.

ANDREW SKILLEN,  
Vice-Chairman of the Council.

W. A. DAVIDSON,  
Secretary of the Council.

## ANNEXURE A.

## NOTIFICATION OF COMMENCEMENT OF ANNUAL LEAVE IN TERMS OF CLAUSE 9 (4) OF THE AGREEMENT.

Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_

Date \_\_\_\_\_

The Secretary,

Industrial Council for the Retail Meat Trade (Witwatersrand),  
P.O. Box 10589,  
Johannesburg.

## COMMENCEMENT OF ANNUAL LEAVE.

Dear Sir,

Mr./Mrs./Miss \_\_\_\_\_  
who is employed by me as a \_\_\_\_\_ (state occupation)

has proceeded on annual leave from \_\_\_\_\_ 19 \_\_\_\_\_  
to \_\_\_\_\_ 19 \_\_\_\_\_ and received £ \_\_\_\_\_ leave pay on the  
\_\_\_\_\_ 19 \_\_\_\_\_.

Yours faithfully,

Employer.

Signature of Employee.

Note.—To be completed in duplicate immediately an employee is due to proceed on annual leave. The original to be posted to the Secretary, Industrial Council for the Retail Meat Trade (Witwatersrand), P.O. Box 10589, Johannesburg, and the copy to be retained by the employer for record purposes.

## AANHANGSEL B.

KENNISGEWING VAN BETALING VAN SIEKTEVERLOF  
KRAGTENS KLOUSULE 11 (1) VAN DIE OOREENKOMS.

Naam van Firma \_\_\_\_\_  
Adres \_\_\_\_\_

Datum \_\_\_\_\_

Die Sekretaris,

Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand),  
Posbus 10589,  
Johannesburg.

## BESOLDIGING VIR SIEKTEVERLOF.

Meneer,

Mnr./Mev./Mej. \_\_\_\_\_  
wat by my in diens is as \_\_\_\_\_  
het \_\_\_\_\_ dae siekteverlof gehad en is op \_\_\_\_\_ 19 \_\_\_\_\_  
vir \_\_\_\_\_ dae siekteverlof besoldig.

Die uwe,

Werkgewer.

Handtekening van Werknemer.  
(Indien beskikbaar.)

L.W.—Moet in tweevoud ingevul word sodra 'n werknemer sy siekteverlofgeld betaal word. Die oorspronklike moet aan die Sekretaris, Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand), Posbus 10589, Johannesburg, gepos en die kopie deur die werkgewer vir registrasiedoeleindes bewaar word.

## AANHANGSEL C.

KENNISGEWING VAN DIENSBEËINDIGING KRAGTENS  
KLOUSULE 26 VAN DIE OOREENKOMS.NYWERHEIDSRaad VIR DIE KLEINHANDELvLEISBEDRYF  
(WITWATERSRAND).

## KENNISGEWING VAN DIENSBEËINDIGING.

Aan \_\_\_\_\_  
Hiermee gee ek een week kennis [beginnende op \_\_\_\_\_  
(dag van week) die \_\_\_\_\_ dag van \_\_\_\_\_ 19 \_\_\_\_\_]  
om u/my diens te beëindig.

Handtekening.

Datum \_\_\_\_\_

Handtekening van Ontvanger.

L.W.—Moet in drievoud ingevul word wanneer kennis van diensbeëindiging gegee word. Een kopie moet aan die Sekretaris, Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand), Posbus 10589, Johannesburg, gestuur, een kopie deur die ontvanger bewaar, en een kopie deur die persoon, wat kennis gegee het, gehou word.

## AANHANGSEL D.

AANSOEK OM MAGTIGING OM 'N SLAGTERSASSISTENT  
KRAGTENS KLOUSULE 17 VAN DIE OOREENKOMS  
IN DIENS TE NEEM.

Naam \_\_\_\_\_  
Adres \_\_\_\_\_

Datum \_\_\_\_\_

Die Sekretaris,

Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand),  
Posbus 10589,  
Johannesburg.

AANSOEK OM MAGTIGING OM 'N SLAGTERSASSISTENT  
IN DIENS TE NEEM.

Meneer,

Kragtens klausule 17 van die Raad se Ooreenkoms doen ek/ons hiermee aansoek om magtiging om 'n slagtersassistent in diens te neem.

\* Ek/Ons het \_\_\_\_\_ blokmanne en \_\_\_\_\_ vakleerlinge in diens.

\* Ek/Ons het geen blokmanne of vakleerlinge in diens nie, en kragtens subklausule (1) van klausule 17 van die Raad se Ooreenkoms, versoek ek om as 'n blokman vir die toepassing van hierdie aansoek geag te word.

Die uwe,

Handtekening.

\* Skrap wat nie van toepassing is nie.

## ANNEXURE B.

NOTIFICATION OF PAYMENT OF SICK LEAVE IN TERMS  
OF CLAUSE 11 (1) OF THE AGREEMENT.

Name of Firm \_\_\_\_\_  
Address \_\_\_\_\_

Date \_\_\_\_\_

The Secretary,

Industrial Council for the Retail Meat Trade (Witwatersrand),  
P.O. Box 10589,  
Johannesburg.

## PAYMENT OF SICK LEAVE.

Dear Sir,

Mr./Mrs./Miss \_\_\_\_\_  
who is employed by me as \_\_\_\_\_  
has had \_\_\_\_\_ days sick leave and was paid for \_\_\_\_\_  
days sick leave on the \_\_\_\_\_ 19 \_\_\_\_\_.

Yours faithfully,

Employer.

Signature of Employee.

(If available.)

Note.—To be completed in duplicate immediately an employee is paid sick leave. Original to be posted to the Secretary, Industrial Council for the Retail Meat Trade (Witwatersrand), P.O. Box 10589, Johannesburg, and the copy to be retained by the employer for record purposes.

## ANNEXURE C.

NOTICE OF TERMINATION OF EMPLOYMENT IN TERMS  
OF SECTION TWENTY-SIX OF THE AGREEMENT.INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE  
(WITWATERSRAND).

## NOTICE OF TERMINATION OF EMPLOYMENT.

To \_\_\_\_\_  
I hereby tender one week's notice [commencing on \_\_\_\_\_  
(day of week) the \_\_\_\_\_ of \_\_\_\_\_ 19 \_\_\_\_\_] to  
terminate your/my employment.

Date \_\_\_\_\_

Signature.

Signature of Recipient.

Note.—To be completed in triplicate when notice of termination of employment is given. One copy to be forwarded to the Secretary, Industrial Council for the Retail Meat Trade (Witwatersrand), P.O. Box 10589, Johannesburg, one copy to be retained by the recipient and one copy to be retained by the notifier.

## ANNEXURE D.

APPLICATION FOR PERMISSION TO EMPLOY A BUTCHER'S  
ASSISTANT IN TERMS OF CLAUSE 17 OF THE AGREEMENT.

Name \_\_\_\_\_  
Address \_\_\_\_\_

Date \_\_\_\_\_

The Secretary,

Industrial Council for the Retail Meat Trade (Witwatersrand),  
P.O. Box 10589,  
Johannesburg.

APPLICATION FOR PERMISSION TO EMPLOY A BUTCHER'S  
ASSISTANT.

Dear Sir,

In terms of clause 17 of the Council's Agreement I/we hereby request permission to employ a butcher's assistant.

\* I/We employ \_\_\_\_\_ blockmen and \_\_\_\_\_ apprentices.

\* I/We do not employ any blockman or apprentices and, in terms of sub-clause (1) of clause 17 of the Council's Agreement, request that I be regarded as a blockman for the purposes of this application.

Yours faithfully,

Signature.

\* Delete whichever is not applicable.



## AANHANGSEL E.

ONGELUKS- EN SIEKTEVOORDELEBYDRAES INGEVOLGE  
KLOUSULE 10 VAN DIE OOREENKOMS.

| Naam van<br>werk-<br>nemer. | Naam van<br>werk-<br>gewer. | Tydperk<br>in<br>diens. | Werk-<br>gewer se<br>bydrae. | Werk-<br>nemer se<br>bydrae. | Totaal. |
|-----------------------------|-----------------------------|-------------------------|------------------------------|------------------------------|---------|
|                             |                             |                         |                              |                              |         |

L.W.—Hierdie vorm moet vergesel gaan van 'n verklaring ten opsigte van elke werknemer. (Voorrade van genoemde verklaring is verkrygbaar by die kantore van die Raad.)

## AANHANGSEL F.

PENSIOENFONDSBYDRAES INGEVOLGE KLOUSULE 12  
VAN DIE OOREENKOMS.

| Naam van<br>werk-<br>nemer. | Naam van<br>werk-<br>gewer. | Tydperk<br>in<br>diens. | Werk-<br>gewer se<br>bydrae. | Werk-<br>nemer se<br>bydrae. | Totaal. |
|-----------------------------|-----------------------------|-------------------------|------------------------------|------------------------------|---------|
|                             |                             |                         |                              |                              |         |

L.W.—Hierdie vorm moet vergesel gaan van 'n verklaring ten opsigte van elke werknemer. (Voorrade van genoemde verklaring is verkrygbaar by die kantore van die Raad.)

## ANNEXURE E.

SICK AND ACCIDENT BENEFITS CONTRIBUTIONS IN  
TERMS OF CLAUSE 10 OF THE AGREEMENT.

| Name of<br>Employee. | Name of<br>Employer. | Period<br>Employed. | Employer's<br>Contribu-<br>tion. | Employee's<br>Contribu-<br>tion. | Total. |
|----------------------|----------------------|---------------------|----------------------------------|----------------------------------|--------|
|                      |                      |                     |                                  |                                  |        |

Note.—This form must be accompanied by a declaration in respect of each employee (supplies of the said declaration are obtainable at the Council's offices).

## ANNEXURE F.

PENSION FUND CONTRIBUTIONS IN TERMS OF CLAUSE  
12 OF THE AGREEMENT.

| Name of<br>Employee. | Name of<br>Employer. | Period<br>Employed. | Employer's<br>Contribu-<br>tion. | Employee's<br>Contribu-<br>tion. | Total. |
|----------------------|----------------------|---------------------|----------------------------------|----------------------------------|--------|
|                      |                      |                     |                                  |                                  |        |

Note.—This form must be accompanied by a declaration in respect of each employee (supplies of the said declaration are obtainable at the Council's offices).



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