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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.2654]

[30 December 1977

INDUSTRIAL CONCILIATION ACT, 1956

RETAIL MEAT TRADE, PRETORIA

I, STEPHANUS PETRUS BOTHA, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Retail Meat Trade, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1978, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (3) (v), 14 and 20, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1978, upon all employers and employees other than those referred to

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R.2654]

[30 Desember 1977

WET OP NYWERHEIDSVERSOENING, 1956

KLEINHANDELVLEISBEDRYF, PRETORIA

Ek, STEPHANUS PETRUS BOTHA, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kleinhandelvleisbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1978 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (3) (v), 14 en 20, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1978 eindig, bindend is vir alle ander werkgewers en werknemers as dié

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

“law” includes the common law;

“meat” means meat intended for human or animal consumption and includes beef, veal, mutton, lamb, goat’s meat, pork, venison, horse meat, donkey meat and poultry;

“motor vehicle driver” means an employee engaged in driving a motor vehicle, except as otherwise provided in paragraph (3) of the definition of “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;

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

“meat worker” means an employee engaged in performing the duties of a meat tradesman for the purpose of attending exclusively to Non-White customers, subject to the written consent of the Council;

“saleslady” means a female employee employed in the sale of small goods and pre-cut meat, including the mass-measuring and wrapping of such meat or small goods;

“Secretary” means the Secretary of the Industrial Council for the Retail Meat Trade (Pretoria);

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

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

4. REMUNERATION

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

	Per week R
(a) Manager	65,00
(b) Meat tradesman	50,00
(c) Meat worker	35,00
(d) Meat tradesman’s assistant	23,00
(e) Cashier or clerical assistant—	
during first year of experience	23,08
during second year of experience	26,54
thereafter	30,00
(f) Saleslady—	
during first year of experience	23,08
during second year of experience	26,54
thereafter	30,00
(g) Driver of a motor vehicle the unladen mass of which, together with the unladen mass of any trailer or trailers drawn by such vehicle—	
(i) does not exceed 450 kg	23,00
(ii) exceeds 450 kg but not 2 700 kg	29,00
(iii) exceeds 2 700 kg but not 4 500 kg	35,00
(iv) exceeds 4 500 kg	41,00
(h) Learner meat tradesman, 16 years of age or older, during the first six months of experience	10,00
thereafter, at the age of—	
16 years	16,00
17 years	17,00
18 years	18,00
19 years	19,00
20 years and older	20,00
(i) Labourer:	
(i) Male	18,50
(ii) Female	14,80
(j) Casual employee:	

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:

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

(13) enige ander roetinepligte wat normaalweg deur ’n arbeider verrig word;

„vleis” vleis bedoel vir menslike of dierlike gebruik en omvat dit beesvleis, kalfsvleis, skaapvleis, lamsvleis, bokvleis, varkvleis, wildsvleis, perdevleis, donkievleis en pluimvee;

„motorvoertuigdrywer” ’n werknemer wat motorvoertuie dryf, uitgesonderd soos andersins in paragraaf (3) van die woordomskrywing van „arbeider” bepaal, met die doel om vleis en/of ander goedere bymekaar te maak of af te lewer, en vir die toepassing van hierdie woordomskrywing omvat dit alle tydperke waarin daar gedryf word en tyd wat deur die drywer bestee word aan werk in verband met die voertuig of die vrag, en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

„Kleinhandelvleisbedryf” of „Bedryf” die bedryf waarin werkgevers en werknemers met mekaar geassosieer is met die doel om vleis in kleinhandel vanuit ’n vaste besigheidsplek te verkoop;

„vleiswerker” ’n werknemer wat die pligte van ’n vleisvakman uitvoer met die doel om uitsluitend Nie-Blanke klante te bedien, behoudens die skriftelike toestemming van die Raad;

„verkoopsdame” ’n vroulike werknemer in diens by die verkoop van vleisprodukte of voorafgesnyde vleis, met inbegrip van die massameet en toedraai van sodanige vleis of vleisprodukte;

„Sekretaris” die Sekretaris van die Nywerheidsraad vir die Kleinhandelvleisbedryf (Pretoria);

„werkende werkgever” ’n werkgever wat self die werk van enigeen van sy werknemers verrig.

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

4. BESOLDIGING

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

	Per week R
(a) Bestuurder	65,00
(b) Vleisvakman	50,00
(c) Vleiswerker	35,00
(d) Vleisvakmansassistent	23,00
(e) Kassier of klerklike assistent—	
gedurende eerste jaar ondervinding	23,08
gedurende tweede jaar ondervinding	26,54
daarna	30,00
(f) Verkoopsdame—	
gedurende eerste jaar ondervinding	23,08
gedurende tweede jaar ondervinding	26,54
daarna	30,00
(g) Drywer van ’n motorvoertuig waarvan die onbelaste massa, saam met die onbelaste massa van enige sleepwa of sleepwaens wat deur sodanige voertuig gesleep word—	
(i) hoogstens 450 kg is	23,00
(ii) meer as 450 kg maar hoogstens 2 700 kg is	29,00
(iii) meer as 2 700 kg maar hoogstens 4 500 kg is	35,00
(iv) meer as 4 500 kg is	41,00
(h) Leerlingvleisvakman van ouderdom 16 jaar en ouer, gedurende die eerste ses maande van ondervinding	10,00
daarna terwyl hy—	
16 jaar oud is	16,00
17 jaar oud is	17,00
18 jaar oud is	18,00
19 jaar oud is	19,00
20 jaar en ouer is	20,00
(i) Arbeider:	
(i) Man	18,50
(ii) Vrou	14,80
(j) Los werknemer:	

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

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

- (ii) in the case of all other employees, 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) *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 subclause (1), shall pay to such employee in respect of that day—

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

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

(3) *Savings.*—Nothing in this Agreement shall operate to reduce the wage paid to an employee immediately before the date of coming into operation of this Agreement or to which an employee was entitled on the date of coming into operation of this Agreement while such employee is in the employment of the same employer. The provisions of this subclause shall also apply to any employee whose services are terminated by such employer after the date of coming into operation of this Agreement and who is re-engaged by such employer. For the purposes of this subclause the expression "this Agreement" includes any amendments thereto.

(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 subclause (1) for an employee of his class, subject to the provisions of clauses 4 (2) and 5 (3), irrespective of whether he has worked full time or less, and shall be subject to the other conditions (in so far as they may be applicable) prescribed for such an employee.

5. PAYMENT OF REMUNERATION

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

(2) Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, 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.

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

- (i) when an employee is away or absents himself without permission from work, a deduction proportionate to the period of such absence may be made;
- (ii) contributions to Council funds may be deducted in terms of clause 11 (2) and (3) of this Agreement;
- (iii) with the written consent of his employee, a deduction may be made for holiday, sick benefit, insurance, savings, provident or pension funds;
- (iv) 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;
- (v) every employer shall, at the written request of the employee, deduct weekly or monthly, as the case may be, from the wages of his employees affected by this Agreement the amount of the subscriptions payable to the trade union as advised by the Secretary of the Council from time to time and shall forward, on the form prescribed in Annexure A hereto, the amount thus deducted to the Secretary of the Council not later than the 10th day of each month, together with the fees prescribed in clause 11 of this Agreement.

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

(2) *Differensiële lone.*—'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;

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

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

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

(3) *Voorbehoudsbepalings.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder wat aan 'n werknemer betaal is onmiddellik voor die datum van die inwerkingtreding van hierdie Ooreenkoms of waarop 'n werknemer geregtig was op die datum van die inwerkingtreding van hierdie Ooreenkoms terwyl dié werknemer by dieselfde werkgewer in diens is nie. Hierdie subklousule is ook van toepassing in die geval van enige werknemer wie se dienste deur sodanige werkgewer beëindig word na die datum van die inwerkingtreding van hierdie Ooreenkoms en wat weer deur dié werkgewer in diens geneem word. Vir die toepassing van hierdie subklousule omvat die uitdrukking „hierdie Ooreenkoms” alle wysings daarvan.

(4) *Kontrakbasis.*—Elke werknemer moet beskou word as 'n weeklikse werknemer tensy hy binne die woordoms krywing van „los werknemer” val en moet minstens die volle weekloon voorgeskryf in subklousule (1) vir 'n werknemer van sy klas, betaal word, behoudens klousules 4 (2) en 5 (3), hetsy hy die volle tyd of minder gewerk het, en is onderworpe aan die ander voorwaardes (vir sover hulle van toepassing is) wat vir so 'n werknemer voorgeskryf is.

5. BETALING VAN BESOLDIGING

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

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

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

- (i) as 'n werknemer sonder toestemming van die werk wegbly, 'n bedrag in verhouding tot die afwesigheid afgetrek mag word;
- (ii) bydraes tot die fondse van die Raad afgetrek mag word kragtens klousule 11 (2) en (3) van hierdie Ooreenkoms;
- (iii) met die skriftelike toestemming van sy werknemer, 'n bedrag vir verlof-, siektebystand-, versekerings-, besparings-, voorsorgs- of pensioenfondse afgetrek mag word;
- (iv) as 'n werkgewer regtens of ingevolge ordonnansie of regsgeeding verplig is om betaling vir of ten behoeve van 'n werknemer te doen, enige sodanige bedrag wat aldus betaal is, afgetrek mag word;
- (v) elke werkgewer op die skriftelike versoek van die werknemer, weekliks of maandeliks, na gelang van die geval, van die lone van sy werknemers wat deur hierdie Ooreenkoms geraak word, die ledegeld moet aftrek wat betaal moet word aan die vakvereniging soos van tyd tot tyd deur die Sekretaris van die Raad gemeld, en die bedrag aldus afgetrek, voor of op die 10de dag van elke maand, op die vorm voorgeskryf in Aanhangsel A hiervan, aan die Sekretaris van die Raad moet stuur, saam met die geld voorgeskryf in klousule 11 van hierdie Ooreenkoms.

6. TRADING HOURS

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

- (a) on Sundays;
- (b) on public holidays;
- (c) before 6 a.m. on any weekday;
- (d) after 6 p.m. on any weekday;
- (e) after 1 p.m. on Saturdays.

7. WORKING HOURS OF EMPLOYEES

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

- (i) no employee shall be required to work later than the closing hours prescribed in clause 6 of this Agreement: Provided that this subclause shall not be construed as permitting an employer to keep his establishment open outside the hours laid down in the Shop Hours Ordinance;
- (ii) no employee in regular employment with an employer in the Retail Meat Trade shall be permitted to work for another employer in the Trade, nor shall such other employer allow or permit such employee to work for him;
- (iii) no employee shall be permitted to work in any other trade within or outside the hours he is called upon to work in terms of subclause (1) of this clause, whether for his own employer or any other employer, without the written permission of the Council;
- (iv) no female employee other than a female meat tradesman shall be permitted to work in any establishment before 6 a.m. and after 6 p.m.

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

8. OVERTIME

(1) Payment for overtime, shall be at the rate of one and a half times the employee's hourly wage, for each hour or part of an hour so worked: Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted.

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

(3) (a) No employee who receives a wage of less than R300 per month (R69,24 per week) shall be required to work overtime in excess of two hours a day or six hours a week: Provided that no employer of a female employee may require or permit her to work overtime as follows:

- (i) On more than three consecutive days;
- (ii) on more than 60 days in a year.

(b) An employee who receives a wage of R300 per month (R69,24 per week) or more shall not be entitled to payment for overtime for the first six hours of overtime worked during a week: Provided that such overtime shall not be worked for more than two hours a day.

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

(5) When, owing to the late delivery of meat to the employer's establishment, a meat tradesman or a learner meat tradesman is instructed to wait in the establishment in order to take delivery of meat, any time spent waiting for such meat outside the normal working hours as provided for in clause 7 (1), shall not be regarded as overtime: Provided that an employer shall not require such employee to perform work during such periods: Provided further that such employee shall enter the time spent in waiting for such meat

6. BESIGHEIDSURE

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

- (a) op Sondae;
- (b) op openbare vakansiedae;
- (c) voor 6 vm. op enige weekdag;
- (d) na 6 nm. op enige weekdag;
- (e) na 1 nm. op Saterdag.

7. WERKURE VAN WERKNEMERS

(1) Die gewone werkure van werknemers vir wie minimum lone in kousule 4 van hierdie Ooreenkoms voorgeskryf word, mag hoogstens 46 uur per week van ses werkdade wees: Met dien verstande dat—

- (i) van geen werknemer vereis mag word om later te werk as die sluitingsure voorgeskryf in kousule 6 van hierdie Ooreenkoms nie: Met dien verstande dat hierdie subkousule nie vertolk mag word nie as sou dit 'n werkgever toelaat om sy bedryfsinrigting oop te hou buite die ure bepaal by die Winkelure-ordonnansie;
- (ii) geen werknemer in vaste diens by 'n werkgever in die Kleinhandelvleisbedryf toegelaat mag word om vir 'n ander werkgever in die Bedryf te werk nie en dat sodanige ander werkgever ook nie sodanige werknemer mag toelaat om vir hom te werk nie;
- (iii) geen werknemer toegelaat mag word om, sonder die skriftelike toestemming van die Raad, in enige ander bedryf binne of buite die ure waarin hy ooreenkomstig subkousule (1) van hierdie kousule moet werk vir sy eie werkgever of vir enige ander werkgever te werk nie;
- (iv) geen vroulike werknemer, behalwe 'n vroulike vleisvakman, toegelaat mag word om voor 6 vm. en na 6 nm. in enige bedryfsinrigting te werk nie.

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

8. OORTYDWERK

(1) Besoldiging vir oortyd, moet geskied teen een en 'n half maal die werknemer se uurloon, vir elke uur of gedeelte van 'n uur aldus gewerk: Met dien verstande dat as oortyd wat op 'n daaglikse basis bereken word, verskil van dié wat op 'n weeklikse basis bereken word, die basis wat gunstiger vir die werknemer is, aangeneem moet word.

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

(3) (a) Van geen werknemer wat in ontvangs is van 'n loon van minder as R300 per maand (R69,24 per week) mag vereis word om meer as twee uur op 'n dag of ses uur in 'n week oortyd te werk nie: Met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd soos volg te werk nie:

- (i) Op meer as drie agtereenvolgende dae;
- (ii) op meer as 60 dae in 'n jaar.

(b) 'n Werknemer wat in ontvangs is van 'n loon van R300 per maand (69,24 per week) of meer is nie geregtig op oortydbetaling vir die eerste ses uur oortyd gewerk gedurende 'n week nie: Met dien verstande dat sodanige oortyd vir hoogstens twee uur op 'n dag gewerk mag word.

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

(5) Wanneer 'n vleisvakman of leerlingvleisvakman as gevolg van die laat aflewering van vleis by sy werkgever se bedryfsinrigting, aangesê word om by die inrigting te wag om vleis in ontvangs te neem, moet die tyd wat hy wag ná die gewone werkure in kousule 7 (1) bepaal, nie as oortyd gereken word nie: Met dien verstande dat 'n werkgever nie van so 'n werknemer vereis om gedurende sodanige tydperke te werk nie: Voorts met dien verstande dat sodanige werknemer die tyd wat hy deurgebring het om buite die gewone werkure vir sodanige vleis te wag, moet inskryf in die kolom

outside the ordinary hours in the "remarks" column of the attendance register and not in the "normal hours of work" column.

9. ANNUAL LEAVE

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

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

(b) An employee for whom wages are prescribed in clause 4 (1) (a), (b), (e), (f) and (h) and who has completed three or more consecutive years employment with the same employer or in the same establishment shall, on the completion of such three consecutive years' employment, qualify for three consecutive weeks' annual leave of absence on full pay, reckoned at the wage the employee was receiving the week prior to proceeding on leave, 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 same establishment. Such leave of absence shall commence to be applicable in the case of employees who qualify therefor as from the date on which 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 full 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.

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

- (i) if such leave has not been granted earlier, it shall be granted within three months of the completion of the year of employment to which it relates; and
- (ii) the period of such leave shall not run concurrently with—
 - (aa) any period of sick leave granted in terms of clause 10 of this Agreement; or
 - (ab) any period of notice of termination of employment; or
 - (ac) any period of military service.

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

- (a) full remuneration in respect of annual leave which has accrued to him at the remuneration the employee was receiving when his leave became due but was not granted before the date of termination of employment; and/or
- (b) in the case of an employee referred to in subclause 2 (a) one twenty-fifth of a week's wage in respect of each completed week of employment with the employer from the date on which the employee had last completed a year's service in terms of subclause (a) entitling him to annual leave, or the date of his engagement when his service is less than 12 months, as the case may be;
- (c) in the case of an employee referred to in subclause 2 (b) three forty-ninths of a week's wages in respect of each completed week of employment in his third or subsequent year of employment with the same employer or in the same establishment from the date on which the employee had last completed a year's service in terms of paragraph (a) entitling him to annual leave.

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

- (a) absent on leave in terms of subclauses (1), (2) (a) and (2) (b);
- (b) on military service in pursuance of the Defence Act, 1957;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent from work due to illness or accident and employment has not been terminated;

„opmerkings" van die bywoningsregister en nie in die kolom „gewone werkure" nie.

9. JAARLIKSE VERLOF

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

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

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

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

- (i) as sodanige verlof nie eerder toegestaan is nie, dit toegestaan moet word binne drie maande vanaf die voltooiing van die jaar diens waarop dit betrekking het; en
- (ii) die tydperk van sodanige diens nie mag saamval nie met—
 - (aa) enige tydperk van siekteverlof wat ingevolge klousule 10 van hierdie Ooreenkoms toegestaan is; of
 - (ab) enige tydperk van diensopsegging; of
 - (ac) enige tydperk van militêre diens.

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

- (a) Volle besoldiging ten opsigte van jaarlikse verlof wat hom toekom teen die besoldiging wat die werknemer ontvang het toe sy verlof moes begin, maar wat nie voor die datum van diensbeëindiging toegestaan is nie; en/of
- (b) in die geval van 'n werknemer in subklousule (2) (a) genoem, een vyf-en-twintigste van 'n week se loon ten opsigte van elke voltooiide week diens by die werkgever vanaf die datum waarop die werknemer laas 'n jaar diens ingevolge die bepalinge van subklousule (a) voltooi het wat hom op jaarlikse verlof geregtig maak, of die datum van sy diensaanvaarding as sy diens minder as 12 maande is, na gelang van die geval;
- (c) in die geval van 'n werknemer in subklousule (2) (b) genoem, drie nege-en-veertigstes van 'n week se loon ten opsigte van elke voltooiide week diens in sy derde of daaropvolgende jaar diens by dieselfde werkgever of in dieselfde bedryfsinrigting vanaf die datum waarop die werknemer laas 'n jaar diens voltooi het ingevolge paragraaf (a) wat hom op jaarlikse verlof geregtig maak.

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

- (a) met verlof afwesig is ingevolge subklousules (1), (2) (a) en (2) (b);
- (b) ingevolge die Verdedigingswet, 1957, militêre diens ondergaan;
- (c) van sy werk afwesig is op las of op versoek van sy werkgever;
- (d) van sy werk afwesig is weens siekte of 'n ongeluk en sy diens nie beëindig is nie;

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

- (i) in the case of an employee who, in respect of his employment with the same employer in the Retail Meat Trade in the area of jurisdiction of this Agreement, had, before the coming into operation of this Agreement, become entitled to leave in terms of any law, from the date on which such employee last became entitled to leave under such law;
 - (ii) in the case of an employee who was in employment with the same employer in the Retail Meat Trade in the area of jurisdiction of this Agreement and to whom any law providing for annual leave in respect of employment in the Retail Meat Trade in the said area of jurisdiction applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
 - (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into operation of this Agreement, whichever is the later.
- (6) No employee, while on annual leave, shall perform any work in the trade or occupation and no employer shall employ an employee during his annual leave period.

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

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

10. SICK LEAVE

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

- (i) that in the first 12 consecutive months' employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work day in respect of each completed month of employment;
- (ii) that this clause shall not apply to an employee at whose written request an employer makes contributions, at least equal to those made by the employee, to any fund or organisation nominated by the employee, which fund or organisation guarantees to the employee, in the event of his incapacity in the circumstances set out in this clause, the payment to him of not less than in the aggregate the equivalent of his wage for 24 work days, in each cycle of 24 months' employment, except that during the first 24 months of the payment of contributions by the employee, the guaranteed rate need not exceed the rate of accrual set out in the first proviso to this subclause;
- (iii) that where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of the clause;
- (iv) that if in respect of any period of incapacity covered by this clause, an employer is required by any other law to pay to an employee his full wages, the provisions of this clause shall not apply.

(2) An employer may, as a condition precedent to the payment by him of any amount which under this clause an employee claims in respect of any absence from work for a period covering more than two consecutive calendar days, require the employee to produce a certificate signed by a medical practitioner confirming the nature and duration of the employee's incapacity: Provided that, when an employee has during any period of eight consecutive weeks claimed payment in terms of this clause on two or more occasions for periods

of not less than 10 weeks, the employee shall be deemed to have commenced employment in the aggregate in any year to not more than 10 weeks in respect of paragraphs (a), (c) and (d) plus four months of military training undergone in that year, and employment shall be deemed to commence—

- (i) in the case of an employee who, in respect of his employment with the same employer in the Retail Meat Trade in the area of jurisdiction of this Agreement, had, before the coming into operation of this Agreement, become entitled to leave in terms of any law, from the date on which such employee last became entitled to leave under such law;
 - (ii) in the case of an employee who was in employment with the same employer in the Retail Meat Trade in the area of jurisdiction of this Agreement and to whom any law providing for annual leave in respect of employment in the Retail Meat Trade in the said area of jurisdiction applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;
 - (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into operation of this Agreement, whichever is the later.
- (6) No employee, while on annual leave, shall perform any work in the trade or occupation and no employer shall employ an employee during his annual leave period.

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

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

10. SIEKTEVERLOF

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

- (i) dat 'n werknemer gedurende die eerste 12 agtereenvolgende maande diens nie op meer siekteverlof met volle betaling geregtig is nie as een werkdag ten opsigte van elke volle maand diens;
- (ii) dat hierdie klousule nie van toepassing is nie op 'n werknemer op wie se skriftelike versoek 'n werkgewer 'n bedrag wat minstens gelyk is aan dié wat die werknemer bydra, aan 'n fonds of organisasie betaal wat deur die werknemer aangewys word, naamlik 'n fonds of organisasie wat aan die werknemer waarborg dat hy, ingeval van sy onvermoë om te werk onder die omstandighede soos in hierdie klousule omskryf, altesaam minstens die ekwivalent van sy loon vir 24 werkdag in elke kringloop van 24 maande diens betaal sal word, behalwe dat gedurende die eerste 24 maande ten opsigte waarvan die werknemer bydraes betaal, die gewaarborgde betaling nie ten opsigte van 'n groter getal dae hoef te geskied nie as die oploopsyfer in die eerste voorbehoudbepaling van hierdie subklousule genoem;
- (iii) dat, waar van 'n werkgewer by enige wet vereis word om geld vir die hospitaal- of mediese behandeling van 'n werknemer te betaal en sodanige geld wel betaal, die bedrag wat aldus betaal is, afgetrek mag word van die besoldiging wat ooreenkomstig die bepalinge van hierdie klousule, verskuldig is ten opsigte van afwesigheid weens onvermoë om te werk;
- (iv) dat, indien daar by enige ander wet van 'n werkgewer vereis word om ten opsigte van enige tydperk van onvermoë om te werk wat deur hierdie klousule gedek word, aan 'n werknemer sy volle loon te betaal, hierdie klousule nie van toepassing is nie.

(2) 'n Werkgewer mag, as 'n opskortende voorwaarde vir die betaling van enige bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende kalenderdae, vereis dat die werknemer 'n sertifikaat moet indien wat deur 'n mediese praktisyn onderteken is en wat die aard en duur van die werknemer se onvermoë bevestig: Met dien verstande dat, wanneer 'n werknemer by twee of meer geleenthede gedurende enige tydperk van agt

of three consecutive calendar days or less without producing such a certificate, his employer may, during the next succeeding eight weeks, as a condition precedent to the payment by him of any amount claimed by such employee in terms of this clause, require the employee to produce such a certificate, irrespective of the duration of such absence.

(3) Where, during the first cycle of 24 months' employment with the same employer, an employee is absent owing to incapacity for a period in excess of any sick leave accrued at the time of such incapacity, he shall be entitled to payment only in respect of such sick leave as has so accrued; but his employer shall, if he has not previously done so, at the expiry of the said cycle of employment, or on termination of employment before such expiry, pay him in respect of such excess period of absence owing to incapacity to the extent to which sick leave, accrued at such expiry or termination, has not been taken.

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

- (a) "employment" shall have the same meaning as that assigned to it in clause 9 (5): Provided that any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall, for the purpose of this clause, be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;
- (b) "incapacity" means inability to work owing to any sickness or injury (other than that caused by the employee's own misconduct): Provided that any inability to work caused by an accident in respect of which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

11. COUNCIL FUNDS

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

(1) An employer shall, in respect of each establishment he owns or conducts, pay to the Council an annual contribution of R4,20: Provided that, if a manager or meat tradesman is not employed in any establishment he owns or conducts, the employer shall pay to the Council an annual contribution of R9,60 in respect of each such establishment. The first annual payment shall become due on the date of coming into operation of this Agreement or the date on which he enters the trade, whichever is the later, and shall be paid within two weeks of the due date. Subsequent annual payments shall become payable on the same dates in succeeding years.

(2) 10c per week shall be deducted by every employer from the wages of all employees receiving R20 per week or less and 20c per week from the wages of all casual employees and employees earning more than R20 per week: Provided that for the purpose of determining the weekly wage in the case of monthly paid employees, the monthly wage of the employee shall be divided by four and one-third.

(3) The total amount so deducted in terms of subclause (2) together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary, P.O. Box 4163, Pretoria, not later than the 10th day of each month following the month in respect of which such payments are due.

12. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

- (a) Full name and title of the establishment;
- (b) business address;

agtereenvolgende weke besoldiging kragtens hierdie klousule geëis het vir tydperke van drie agtereenvolgende kalenderdae of minder sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die daaropvolgende agt weke as 'n opskortende voorwaarde vir die betaling van enige bedrag wat sodanige werknemer kragtens hierdie klousule eis, van sodanige werknemer mag vereis om so 'n sertifikaat in te dien, afgesien van die duur van sodanige afwesigheid.

(3) Indien 'n werknemer gedurende die eerste kringloop van 24 maande diens by dieselfde werkgever weens onvermoë om te werk afwesig is vir 'n tydperk wat langer is as die siekteverlof wat ten tye van sodanige onvermoë opgeloopt het, is hy geregtig op betaling ten opsigte van slegs dié siekteverlof wat aldus opgeloopt het; maar sy werkgever moet, as hy dit nie reeds gedoen het nie, by verstryking van genoemde dienskringloop of by diensbeëindiging voor sodanige verstryking hom vir sodanige langer tydperk van afwesigheid weens onvermoë om te werk, betaal in dié mate waarin siekteverlof wat by sodanige verstryking of diensbeëindiging opgeloopt het, nie geneem is nie.

(4) Vir die toepassing van hierdie klousule—

- (a) het „diens” dieselfde betekenis as wat in klousule 9 (5) daaraan geheg word: Met dien verstande dat enige tydperk van diens wat 'n werknemer voor die datum van inwerking-treding van hierdie Ooreenkoms by dieselfde werkgever gehad het, vir die toepassing van hierdie klousule geag word diens kragtens hierdie Ooreenkoms te wees en dat enige siekteverlof met volle besoldiging wat gedurende sodanige tydperk aan sodanige werknemer toegestaan is, geag word toegestaan te gewees het kragtens hierdie Ooreenkoms;
- (b) beteken „onvermoë om te werk” onvermoë weens 'n siekte of besering (uitgesonderd dié wat veroorsaak is deur 'n werknemer se eie wangedrag): Met dien verstande dat onvermoë om te werk, wat veroorsaak is deur 'n ongeluk ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word onvermoë te wees slegs ten opsigte van enige tydperk van onvermoë waarvoor geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

11. FONDSE VAN DIE RAAD

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

(1) 'n Werkgever moet ten opsigte van elke bedryfsinrigting wat hy besit of bestuur, aan die Raad 'n jaarlikse bydrae van R4,20 betaal: Met dien verstande dat as 'n bestuurder of 'n vleisvakman nie in enige bedryfsinrigting wat hy besit of bestuur in diens is nie, die werkgever aan die Raad 'n jaarlikse bydrae van R9,60 moet betaal ten opsigte van elke sodanige bedryfsinrigting. Die eerste jaarlikse betaling is verskuldig op die datum van inwerking-treding van hierdie Ooreenkoms, of die datum waarop hy tot die bedryf toetree, naamlik die jongste datum, en moet binne twee weke betaal word vanaf die datum waarop dit verskuldig word. Daaropvolgende jaarlikse betalings word betaalbaar op dieselfde datums in daaropvolgende jare.

(2) 10c per week moet afgetrek word deur elke werkgever van lone van alle werknemers wat R20 per week of minder ontvang en 20c per week van die lone van alle los werknemers en werknemers wat meer as R20 per week verdien: Met dien verstande dat vir die doel om die weekloon te bepaal in die geval van werknemers wat maandeliks besoldig word, die maandloon van die werknemer deur vier en een-derde gedeel moet word.

(3) Die totale bedrag aldus afgetrek kragtens subklousule (2), tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet deur laasgenoemde gestuur word aan die Sekretaris, Posbus 4163, Pretoria, voor of op die 10de dag van elke maand wat volg op die maand ten opsigte waarvan sodanige betalings verskuldig is.

12. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

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

- (a) Die handelsnaam van die bedryfsinrigting voluit;
- (b) besigheidsadres;

- (c) full name and address of the proprietor or partners, as the case may be;
- (d) in the case of a limited liability company, the address of the registered offices of the company, the full names of the directors, and the person in actual control of each branch of the business, and the full name of the secretary of such company.

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

13. PROPORTION OR RATIO OF EMPLOYEES

- (1) Subject to the provisions of subclause (2) (a) of this clause—
 - (a) no employer shall employ in his establishment a meat tradesman unless at least one manager is employed;
 - (b) no employer shall employ in any establishment a learner meat tradesman unless a manager or a meat tradesman is employed, and for every manager or meat tradesman employed not more than one learner meat tradesman may be employed;
 - (c) no employer shall employ in any establishment two salesladies unless at least one manager or one meat tradesman is employed and thereafter, for every meat tradesman employed, not more than two salesladies may be employed.
- (2) (a) An employer may in respect of any establishment be reckoned as a manager or meat tradesman for the purpose of this clause, if—
 - (i) he is actually engaged in performing the work of a manager or meat tradesman;
 - (ii) he satisfies the Council that by reason of his practical knowledge of the trade, he is competent to perform the work of a meat tradesman;
 - (iii) he obtains from the Council a certificate signed by the Secretary authorising him to reckon himself as a meat tradesman for the purpose of this clause in respect of a specified establishment: Provided that no certificate shall be granted in terms of these provisions until the requirements of subclause (2) (a) (ii) have been complied with.

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

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

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

(c) Notwithstanding anything to the contrary contained in this clause, no authority to employ a meat tradesman's assistant shall be granted in respect of any establishment employing an employee at R30 per week in terms of an exemption issued by the Council to perform the duties of a meat worker in relation to attending to Non-White customers only.

14. ORGANISATION

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

- (c) volle naam en adres van die eienaar of vennote, na gelang van die geval;
- (d) in die geval van 'n maatskappy met beperkte aanspreeklikheid, die adres van die geregistreerde kantore van die maatskappy, die volle name van die direkteure en die persoon wat werklik beheer uitoefen oor elke tak van die besigheid en die volle naam van die sekretaris van sodanige maatskappy.

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

13. GETALSVERHOUDING VAN WERKNEMERS

- (1) Behoudens subklousule (2) (a) van hierdie klousule—
 - (a) mag geen werkgever 'n vleisvakman in sy bedryfsinrigting in diens hê nie tensy minstens een bestuurder in diens is;
 - (b) mag geen werkgever in 'n bedryfsinrigting 'n leerlingvleisvakman in diens hê nie tensy 'n bestuurder of 'n vleisvakman in diens is, en vir elke bestuurder of vleisvakman in diens mag hoogstens een leerlingvleisvakman in diens wees;
 - (c) mag geen werkgever in enige bedryfsinrigting twee verkoopsdames in diens hê nie tensy minstens een bestuurder of vleisvakman in diens is en daarna mag hoogstens twee verkoopsdames in diens wees vir elke vleisvakman wat daarin in diens is.
- (2) (a) 'n Werkgever mag ten opsigte van 'n bedryfsinrigting as 'n bestuurder of vleisvakman gereken word vir die toepassing van hierdie klousule, indien—
 - (i) hy werklik besig is om die werk van 'n bestuurder of vleisvakman te verrig;
 - (ii) hy die Raad oortuig dat hy as gevolg van sy praktiese kennis van die Bedryf geskik is om die werk van 'n vleisvakman te verrig;
 - (iii) hy van die Raad 'n sertifikaat ontvang wat deur die Sekretaris onderteken is en wat hom magtig om homself as 'n vleisvakman te reken vir die toepassing van hierdie klousule ten opsigte van 'n bepaalde inrigting: Met dien verstande dat geen sertifikaat ingevolge hierdie bepalings toegestaan mag word voordat die vereistes van subklousule (2) (a) (ii) nagekom is nie.

(b) Waar 'n werkgever die Kleinhandelvleis-dryf in meer as een bedryfsinrigting uitoefen, word so 'n werkgever vir die toepassing van hierdie klousule nie as 'n vleisvakman ten opsigte van meer as een bedryfsinrigting gereken nie.

(3) (a) Geen werkgever mag 'n vleisvakmansassistent in diens neem nie, behalwe met die skriftelike magtiging van die Raad, en dit is in elk geval nie toelaatbaar dat 'n vleisvakmansassistent in 'n bedryfsinrigting in diens is nie, tensy een of meer bestuurders of vleisvakmanne in diens is. By die toepassing van hierdie subklousule is subklousule (2) (a) en (b) *mutatis mutandis* van toepassing.

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

(c) Ondanks andersluidende bepalings in hierdie klousule, mag geen magtiging om 'n vleisvakmansassistent in diens te neem, toegestaan word ten opsigte van enige bedryfsinrigting wat 'n werknemer teen R30 per week in diens het kragtens 'n vrystelling deur die Raad uitgereik om die pligte van 'n vleiswerker te verrig met betrekking tot die bediening van slegs Nie-Blanke klante.

14. ORGANISASIE

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

trade union has been suspended by the trade union in accordance with the provisions of the constitution of the trade union.

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

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

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

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

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

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

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

(5) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 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.

15. EXEMPTIONS

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

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;

vakvereniging ooreenkomstig die konstitusie van die vakvereniging opgeskort is.

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

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

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

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

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

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

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

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

15. VRYSTELLINGS

(1) Die Raad kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms om enige regsgeldige rede aan of ten opsigte van enige persoon verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes waarop en die tydperk waarvoor sodanige vrystelling verleen word, vasstel: Met dien verstande dat die Raad na goeddunke en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystelling mag herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

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

16. PREMIUMS

No premiums shall be charged or accepted by an employer for the training of an employee: Provided that this clause shall not apply to a training scheme in respect of which the employer is legally required to contribute.

17. EXISTING CONTRACTS

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

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

18. EXHIBITION OF AGREEMENT

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

19. EMPLOYMENT OF CERTAIN PERSONS

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

20. AGENTS

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

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

21. CERTIFICATE OF SERVICE

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

22. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to—

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

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

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

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

- (a) in the case of 24 hours' notice, an amount equal to one day's remuneration;
- (b) in the case of one week's notice, an amount equal to one week's remuneration.

(3) Notwithstanding anything to the contrary in this Agreement, should any money owing by an employer to an employee by way of wages be insufficient to meet the full amount of forfeiture referred to in subclause (2) of this clause, the employer shall be entitled to retain such amount from other benefits (if any) which were in the

- (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop die vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
 - (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n afskrif van elke uitgereikte sertifikaat bewaar; en
- (c) ingeval vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever en 'n verdere afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Pretoria, stuur.

16. PREMIES

Geen premies vir die opleiding van 'n werknemer mag deur 'n werkgever gevorder of aangeneem word nie: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n opleidingskema ten opsigte waarvan daar regtens van die werkgever vereis word om by te dra.

17. BESTAANDE KONTRAKTE

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

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

18. VERTONING VAN OOREENKOMS

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

19. INDIENSNEMING VAN SEKERE PERSONE

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

20. AGENTE

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

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

21. DIENSSERTIFIKAAT

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

22. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens—

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

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

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

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

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

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die werkgever, ingeval geld wat deur die werkgever aan die werknemer verskuldig is by wyse van lone, onvoldoende om die volle bedrag van die verbeuring te dek wat in subklousule (2) van hierdie klousule genoem word, geregtig om dié bedrag te behou uit

process of accrual to such employee at the time of termination of his contract of employment. If these benefits are insufficient, the employee shall pay the amount owing.

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

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

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

23. ATTENDANCE REGISTERS

Every employee shall each day enter in a time register, which his employer shall provide, the time he starts work and the time he finally ceases work for the day and the commencing and finishing times of any periods during the day during which he was not employed.

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

24. OPERATION OF BANDSAW BY A MEAT TRADESMAN'S ASSISTANT OR LABOURER

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

25. QUALIFYING TRADE TESTS

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

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

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

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

26. WORKING EMPLOYERS

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

27. NAME AND ADDRESS OF EMPLOYER ON ALL DELIVERY VEHICLES

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

28. ULTRA VIRES

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

Signed on behalf of the parties to the Industrial Council for the Retail Meat Trade (Pretoria) on the 19th day of October 1977.

M. S. BESTER,
Chairman.

J. F. VAN WYNGAARD,
Vice-Chairman.

W. J. PIETERSEN,
Secretary.

ander voordele (as daar is) wat besig is om vir die werknemer op te loop ten tye van die beëindiging van sy dienskontrak. Indien hierdie voordele onvoldoende is, moet die werknemer die verskuldigde bedrag betaal.

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

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

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

23. BYWONINGSREGISTERS

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

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

24. BEDIENING VAN BANDSAAG DEUR VLEISVAKMANSASSISTENT OF ARBEIDER

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

25. KWALIFISERENDE BEDRYFSTOETSE

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

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

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

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

26. WERKENDE WERKGEWERS

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

27. NAAM EN ADRES VAN WERKGEWER OP ALLE AFLEWERINGSVOERTUIE

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

28. ULTRA VIRES

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

Namens die partye by die Nywerheidsraad vir die Kleinhandelvleisbedryf (Pretoria) op hede die 19de dag van Oktober 1977 onderteken.

M. S. BESTER,
Voorsitter.

J. F. VAN WYNGAARD,
Ondervoorsitter.

W. J. PIETERSEN,
Sekretaris.

NYWERHEIDSRAAD VIR DIE KLEINHANDEL VLEISBEDRYF (PRETORIA)
INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE (PRETORIA)

[Nywerheidsooreenkoms, klousules 5 (3) (v) en 11—Industrial Council Agreement, clauses 5 (3) (v) and 11]

Kindly return this statement together with Council levies and union fees to:

Die Sekretaris/The Secretary, Posbus/P.O. Box 4163, Pretoria.

Naam van maatskappy/vennootskap/firma of slaghuis

Name of company/partnership/firm or butchery

Pos- en kantooradres

Postal and office address

Bydraes vir die maand(e)

Contributions for the month(s)

[illegible]

Handtekening van werkgever
Signature of employer

Handtekening van werkgewer
Signature of employer

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