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[No. 7264

GOVERNMENT NOTICE

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 2094

17 October 1980

**INDUSTRIAL CONCILIATION ACT, 1956
MEAT TRADE, EAST LONDON**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, 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 Meat Trade, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 September 1983, 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), 2, 5 (3) (e), 18 (2), 20 and 21, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 September 1983, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Magisterial District of East London; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of East London and with effect from the first Monday after the date of publication of this notice and for the period ending 30 September 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (3) (e), 18 (2), 20 and 21, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

373—A

GOEWERMENTSKENNISGEWING

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 2094

17 Oktober 1980

**WET OP NYWERHEIDSVERSOENING, 1956
VLEISBEDRYF, OOS-LONDEN**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting 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 Vleisbedryf betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1983 eindig, bindend is vir die werkgewersorganisasie 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), 2, 5 (3) (e), 18 (2), 20 en 21, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die landdrostdistrik Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (3) (e), 18 (2), 20 en 21, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1983 eindig, in die landdrostdistrik Oos-Londen *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

7264—1

**SCHEDULE
INDUSTRIAL COUNCIL FOR THE MEAT TRADE,
EAST LONDON
AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, 1956 made and entered into by and between the

East London Meat Traders' Association

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

East London Meat Trade Union

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

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

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed within the Magisterial District of East London by all employers who are members of the employers' organisation and who are engaged in the Meat Trade, and by all employees who are members of the trade union and who are employed in that Trade.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in clause 4.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of section 48 of the Act, and shall remain in operation for the period ending 30 September 1983 or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, Act 28 of 1956;

"casual employee" means an employee who is employed by a particular employer for not more than three days in any one week;

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

"clerical employee, qualified", means a clerical employee who has had not less than four years' experience;

"clerical employee, unqualified", means an employee who has had less than four years' experience;

"Council" means the Industrial Council for the Meat Trade (East London), registered or deemed to be registered in terms of section 19 of the Act;

"establishment" means any place in which the Meat Trade is carried on;

"experience" means in relation to—

(a) a clerical employee, the total period or periods of employment which an employee has had as a clerical employee in any trade or in the services of the State;

(b) a shop controller, a meat technician, a motor vehicle driver, a shop attendant, a mass measurer and pricer or a general worker, the total periods of employment which an employee has had as a shop controller, a meat technician, a motor vehicle driver, a shop attendant, a mass measurer and pricer or a general worker, respectively, in the Meat Trade;

both before and subsequent to the date of coming into operation of this Agreement and includes any period or periods, not exceeding in all one month, during any period of 12 consecutive months during which an employee has been absent from work owing to causes beyond the employee's control;

"East London" means the Magisterial District of East London;

"general worker" means an employee exclusively employed in one or more of the following occupations:

(a) Cleaning up of premises, vehicles, utensils and machinery;

(b) delivery of order from the shop;

(c) the collection of orders and money from customers beyond the shop;

(d) sawing up of soup meat;

BYLAE

**NYWERHEIDSRAAD VIR DIE VLEISBEDRYF,
OOS-LONDEN
OOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

East London Meat Traders' Association

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

East London Meat Trade Union

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

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

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die landdrosdistrik Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en in die Vleisbedryf is en deur alle werknemers wat lede van die vakvereniging is en in daardie Bedryf werksaam is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in klousule 4 voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 30 September 1983 eindig of vir 'n tydperk wat hy vasstel.

3. WOORDOMSKRYWING

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Enige vermelding van 'n wet omvat alle wysigings van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, Wet 28 van 1956;

"los werknemer" 'n werknemer wat hoogstens drie dae per week by 'n bepaalde werkgewer in diens is;

"klerk" 'n werknemer wat uitsluitlik of hoofsaaklik enige soort klerklike werk verrig, en ook 'n kassier, telefonis en boekhouer;

"klerk, gekwalifiseer," 'n klerk met minstens vier jaar ondervinding;

"klerk, ongekwalifiseer," 'n klerk met minder as vier jaar ondervinding;

"Raad" die Nywerheidsraad vir die Vleisbedryf (Oos-Londen) wat geregistreer is of geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"bedryfsinrigting" 'n plek waarin die Vleisbedryf beoefen word;

"ondervinding" met betrekking tot—

(a) 'n klerk, die totale dienstydperk of -tydperke van 'n werknemer as klerk in 'n bedryf of in diens van die Staat;

(b) 'n winkelkontroleur, 'n vleistechnikus, 'n motorvoertuigdrywer, 'n winkeloppasser, 'n massameter en prysvassteller of 'n algemene werker, die totale dienstydperk of -tydperke van 'n werknemer/onderskeidelik as winkelkontroleur, vleistechnikus, motorvoertuigdrywer, winkeloppasser, massameter en prysvassteller of algemene werker in die Vleisbedryf, sowel voor as na die datum van inwerkingtreding van hierdie Ooreenkoms, asook enige tydperk of tydperke van hoogstens 'n maand altesaam gedurende 'n tydperk van 12 agtereenvolgende maande wat 'n werknemer vanweë oorsake buite sy beheer van sy werk afwesig was;

"Oos-Londen" die landdrosdistrik Oos-Londen;

"algemene werker" 'n werknemer wat uitsluitlik in een of meer van die volgende beroepe in diens is:

(a) Persele, voertuie, werktuie en masjinerie skoonmaak;

(b) bestellings van die winkel af aflewer;

(c) bestellings en geld van klante buite die winkel neem;

(d) sopvleis opsaag;

(e) bene skoonmaak en opkap;

(f) gereedskap skoonmaak en slyp;

(g) vet opsny en smelt vir braaivet;

(h) pluimvee pluk en skoonmaak;

(i) vleis pomp;

(j) vleis maal en vet opsny vir maaltvleis, wors en boere-wors;

- (e) cleaning and chopping of bones;
- (f) cleaning and grinding tools;
- (g) cutting up and melting of fat for dripping;
- (h) plucking and dressing of poultry;
- (i) pumping meat;
- (j) mincing of meat and cutting up of fat for the purpose of mincing, making sausages and boerewors;
- (k) skinning and cleaning of game and calves;
- (l) cutting up meat for manufacture of small-goods;
- (m) packing and wrapping of meat;
- (n) loading or unloading goods, meat and poultry into or from vehicles;
- (o) making of beverages;

"hourly wage" means—

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

(b) the weekly wage divided by 46 in respect of employees for whom wages are prescribed in clause 4 (a), (b), (f), (g) and (h);

(c) the weekly wage divided by 24 in respect of employees for whom wages are prescribed in clause 4 (1) (i);

(d) the monthly wage divided by—

(i) 200 in respect of employees for whom wages are prescribed in clause 4 (d) and (e);

(ii) 104 in respect of employees for whom wages are prescribed in clause 4 (1) (i);

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

"mass-measurer and pricer" means an employee who is engaged in mass-measuring and pricing wrapped and sealed parcels of previously cut or processed meats and who may wrap such meat or seal such parcels;

"Meat Trade" means, without in any way limiting the expression, the handling of meat, whether by wholesale or retail, including the preparation of meat products if normally associated with the retail or wholesale butchery business and including the occupations and operations incidental thereto if so associated; and for the purposes of this definition, meat includes fish and poultry;

"meat technician" means an employee, other than a meat technician's assistant, shop attendant or general worker, who in any establishment in the Meat Trade cuts up meat intended for sale by retail or who, in an establishment in the Retail Meat Trade, serves customers and who may make up orders or perform any other duties in such establishment;

"meat technician, qualified," means a meat technician who has had not less than four years' experience and who is in possession of a certificate of competency issued by the Council;

"meat technician, unqualified," means a meat technician who has had less than four years' experience and who performs the work of a meat technician under the supervision of a qualified meat technician;

"meat technician's assistant" means an employee, other than a meat technician or a general worker who, under the supervision of a qualified meat technician, assists such meat technician in breaking down carcasses, making sausages, mincing and/or pumping meat, and who may serve Non-White customers;

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

"part-time employee" means an employee who is employed as such by the same employer for not more than 24 ordinary hours in any one week;

"remuneration" means the amount of money paid to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 7 of this Agreement: Provided that if an employer pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount: Provided further that if any cash is paid by an employer to his employee as a bonus or an incentive, such bonus or incentive shall be reckoned as part of the employee's remuneration;

"Secretary" means the Secretary of the Council;

"shop attendant" means an employee who, under the supervision of a shop controller or a qualified meat technician is engaged in selling meat which has been pre-cut by a shop controller or a meat technician, attending exclusively to Non-White customers and who may, in addition, perform the work of a general worker;

"shop controller" means a qualified meat technician in charge of a butcher shop;

(k) wild en kalwers afslag en skoonmaak;

(l) vleis vir die vervaardiging van vleisprodukte opсны;

(m) vleis verpak en toedraai.

(n) goedere, vleis en pluimvee in voertuie laai of van voertuie aflaai;

(o) verversingsdranke maak;

"uurloon"—

(a) die dagloon gedeel deur agt, vir werknemers vir wie lone in klousule 4 (c) voorgeskryf word;

(b) die weekloon gedeel deur 46, vir werknemers vir wie lone in klousule 4 (a), (b), (f), (g) en (h) voorgeskryf word;

(c) die weekloon gedeel deur 24, vir werknemers vir wie lone in klousule 4 (1) (i) voorgeskryf word;

(d) die maandloon gedeel deur—

(i) 200, vir werknemers vir wie lone in klousule 4 (d) en (e) voorgeskryf word;

(ii) 104, vir werknemers vir wie lone in klousule 4 (1) (i) voorgeskryf word;

"lewende hawe" 'n bul, koei, vers, os, kalf, skaap, lam, bok, vark of ander viervoetige dier wat bedoel is vir menslike verbruik;

"massameter en prysvassteller" 'n werknemer wat die massa van toegedraaide en verseelde pakkies voorafgesnyde of bewerkte vleis meet en die prys daarvan vasstel en wat sodanige vleis kan toedraai of sodanige pakkies kan verseel;

"Vleisbedryf", sonder om die betekenis van die uitdrukking enigins te beperk, die hantering van vleis, afgesien daarvan of dit in die groot- of kleinhandel is, met inbegrip van die bereiding van vleisprodukte indien dit gewoonlik met 'n kleinhandel- of groothandelslagtery, in verband staan, en ook die beroepe en werksaamhede wat daaruit voorspruit, indien dit aldus met genoemde bedrywe in verband staan; en vir die toepassing van hierdie woordskrywing omvat vleis ook vis en pluimvee;

"vleistegnikus" 'n werknemer, uitgesonderd 'n vleistegnikus se assistent, winkeloppasser of algemene werker, wat in 'n bedryfsinrigting in die Vleisbedryf vleis opсны wat vir verkoop in die kleinhandel bedoel is of wat in 'n bedryfsinrigting in die Kleinhandelvleisbedryf klante bedien en wat bestellings kan opmaak of ander pligte in so 'n bedryfsinrigting kan uitvoer;

"vleistegnikus, gekwalifiseer," 'n vleistegnikus met minstens vier jaar ondervinding en wat in besit is van 'n bevoegdheidsertifikaat wat deur die Raad uitgereik is;

"vleistegnikus, ongekwalifiseer", 'n vleistegnikus met minder as vier jaar ondervinding en wat onder toesig van 'n gekwalifiseerde vleistegnikus die werk van 'n vleistegnikus verrig.

"vleistegnikus se assistent" 'n werknemer, uitgesonderd 'n vleistegnikus of 'n algemene werker, wat onder toesig van 'n gekwalifiseerde vleistegnikus so 'n vleistegnikus help om karkasse op te breek, wors te maal, vleis te maal en/of te pomp, en wat Nie-Blanke klante kan bedien;

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

"deeltydse werknemer" 'n werknemer wat as sodanig hoogstens 24 gewone ure in 'n week by dieselfde werkgever in diens is;

"besoldiging" die bedrag geld wat ingevolge klousule 4 aan 'n werknemer betaal word ten opsigte van sy gewone werkure soos in klousule 7 van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat indien 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure 'n hoër dié hoër bedrag beteken: Voorts met dien verstande dat indien 'n werkgever sy werknemer 'n kontantbedrag as bonus of aanspooring betaal, sodanige bonus of aanspooring gereken moet word as deel van die werknemer se besoldiging;

"Sekretaris" die Sekretaris van die Raad;

"winkeloppasser" 'n werknemer wat onder toesig van 'n winkelkontroleur of 'n gekwalifiseerde vleistegnikus vleis verkoop wat vooraf deur 'n winkelkontroleur of 'n vleistegnikus opgesny is, wat uitsluitlik Nie-Blanke klante bedien en wat ook die werk van 'n algemene werker kan verrig;

"winkelkontroleur" 'n gekwalifiseerde vleistegnikus in beheer van 'n slagterswinkel;

"vervaardiger van vleisprodukte en/of spekbereider" 'n werknemer, uitgesonderd 'n algemene werker, wat wors, polonnie, bloedwors, sult of enige vleisprodukt wat bedoel is vir menslike verbruik, maak en/of vleis gaarmaak of preserveer en/of spek berei;

"small-goodsman and/or bacon curer" means an employee other than a general worker engaged in making sausages, polonies, black puddings, brawn or any meat product intended for human consumption and/or cooking or preserving meat and/or curing bacon.

"small-goodsman and/or bacon curer, qualified," means a small-goodsman and/or bacon curer who has had not less than four years' experience;

"small-goodsman and/or bacon curer, unqualified," means a small-goodsman and/or bacon curer who has less than four years' experience;

"spreadover" means the period in any day from the time an employee commences work until he ceases work for that day;

"unladen mass" means the mass of any motor vehicle or trailer as recorded in a licence or certificate issued in respect of such motor vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor-cycle, motor-scooter or auto-cycle or cycle fitted within an auxiliary engine the unladen mass shall be deemed not to exceed 500 kg.

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

4. REMUNERATION

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

	Per week R
(a) Shop controller.....	110,00
Meat technician, qualified.....	92,40
Small-goodsman and/or bacon curer.....	92,40
(b) Meat technician, unqualified, small goodsman and/or bacon curer, unqualified—	
during first year of experience (female).....	40,00
during first year of experience (male).....	49,90
during second year of experience.....	58,10
during third year of experience.....	67,50
during fourth year of experience.....	79,80
(c) Casual employee: pro rata amount for the actual period worked by him at the prescribed rate applicable to the class of work he performs.	
	Per month R
(d) (i) Clerical employee (male), qualified.....	337,50
(ii) Clerical employee (male), unqualified—	
during first year of experience.....	202,40
during second year of experience.....	236,10
during third year of experience.....	269,90
during fourth year of experience.....	303,60
(e) (i) Clerical employee (female) qualified.....	269,90
(ii) Clerical employee (female) unqualified—	
during first year of experience.....	168,70
during second year of experience.....	193,60
during third year of experience.....	220,00
during fourth year of experience.....	244,90
	Per week R
(f) (i) General worker, male—	
during first year of operation of this Agreement.....	23,00
thereafter.....	25,00
(ii) General worker, female—	
during first year of operation of this Agreement.....	18,40
thereafter.....	20,00
(g) Motor vehicle driver:	
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 500 kg.....	27,00
(ii) exceeds 500 kg but not 2 500 kg.....	32,00
(iii) exceeds 2 500 kg.....	41,00
(h) (i) Meat technician's assistant—	
during first year of operation of this Agreement.....	26,70
thereafter.....	28,00
(ii) Mass-measurer and pricer (female).....	21,30
(iii) Shop attendant (female).....	23,00
(iv) Shop attendant, male—	
during first year of operation of this Agreement.....	25,00
thereafter.....	27,00

"vervaardiger van vleisprodukte en/of spekbereider, gekwalifiseer," 'n vervaardiger van vleisprodukte en/of 'n spekbereider met minstens vier jaar ondervinding;

"vervaardiger van vleisprodukte en/of spekbereider, ongekwalifiseer," 'n vervaardiger van vleisprodukte en/of 'n spekbereider met minder as vier jaar ondervinding.

"werkdagbestek" die tydperk op enige dag wat strek vanaf die tyd waarop 'n werknemer begin werk tot die tyd waarop hy daardie dag sy werk staak;

"onbelaste massa" die massa van 'n motorvoertuig of sleep wa soos aangeteken op 'n lisensie of sertifikaat wat vir sodanige motorvoertuig of sleepwa uitgereik is deur 'n owerheid wat regtens bevoeg is om lisensies vir motorvoertuie uit te reik: Met dien verstande dat, in die geval van 'n twee- of driewiel-motorfiets, bromponie of bromfiets of 'n trapfiets met hulpmotor, die onbelaste massa geag word hoogstens 500 kg te wees.

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

4. BESOLDIGING

(1) Geen laer besoldiging as die volgende mag deur 'n werkgever betaal en deur 'n werknemer aanvaar word nie:

	Per week R
(a) Winkelkontroleur.....	110,00
Vleistechnikus, gekwalifiseer.....	92,40
Vervaardiger van vleisprodukte en/of spekbereider	92,40
(b) Vleistechnikus, ongekwalifiseer, vervaardiger van vleisprodukte en/of spekbereider, ongekwalifiseer—	
gedurende eerste jaar ondervinding (vrou).....	40,00
gedurende eerste jaar ondervinding (man).....	49,90
gedurende tweede jaar ondervinding.....	58,10
gedurende derde jaar ondervinding.....	67,50
gedurende vierde jaar ondervinding.....	79,80
(c) Los werknemer: 'n Pro rata-bedrag vir die werklike tydperk wat hy gewerk het teen die voorgeskrewe loon van toepassing op die klas werk wat hy verrig.	
	Per maand R
(d) (i) Klerk (man), gekwalifiseer.....	337,50
(ii) Klerk (man), ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	202,40
gedurende tweede jaar ondervinding.....	236,10
gedurende derde jaar ondervinding.....	269,90
gedurende vierde jaar ondervinding.....	303,60
(e) (i) Klerk (vrou), gekwalifiseer.....	269,90
(ii) Klerk (vrou), ongekwalifiseer—	
gedurende eerste jaar ondervinding.....	168,70
gedurende tweede jaar ondervinding.....	193,60
gedurende derde jaar ondervinding.....	220,00
gedurende vierde jaar ondervinding.....	244,90
	Per week R
(f) (i) Algemene werker, man—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms.....	23,00
daarna.....	25,00
(ii) Algemene werker, vrou—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms.....	18,40
daarna.....	20,00
(g) Motorvoertuigdrywer:	
Drywer van 'n motorvoertuig waarvan die onbelaste massa tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat so 'n voertuig trek—	
(i) hoogstens 500 kg is.....	27,00
(ii) meer as 500 kg maar hoogstens 2 500 kg is.....	32,00
(iii) meer as 2 500 kg is.....	41,00
(h) (i) Vleistechnikus se assistent—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms.....	26,70
daarna.....	28,00
(ii) Massameter en prysvassteller (vrou).....	21,30
(iii) Winkeloppasser (vrou).....	23,00
(iv) Winkeloppasser, man—	
gedurende eerste jaar na die inwerking-treding van hierdie Ooreenkoms.....	25,00
daarna.....	27,00

(i) Part-time employee: Not less than 60 per cent of the qualified remuneration at the prescribed rate applicable to the class of work he performs.

5. PAYMENT OF REMUNERATION

(1) Remuneration and payment for overtime shall be paid in cash weekly on Saturdays to employees who are employed by the week or on the usual pay-day or the last day of the month of the establishment to employees who are employed on a monthly basis, or on termination of employment in the case of a casual employee or other employees, if this should take place before the ordinary pay-day of such employees. Such remuneration shall be contained in an envelope or other container accompanied by a statement showing the employer's and the employee's name, the employee's number, if any, occupation and total hours worked, the remuneration due in respect of ordinary time and overtime, amounts deducted and the period for which payment is made.

(2) No employee shall be required as part of his contract of employment to board or lodge with his employer or at any place nominated by his employer or to purchase any goods from his employer. Where an employee agrees to accept board or lodging, or both, deductions not exceeding the amount specified hereunder, may be made by the employer:

	Per week
	R
For board and lodging.....	3
For board only.....	2
For lodging only.....	1

(3) Subject to the provisions of clause 18, no fines or deductions of any kind shall be made from amounts due to any employee as remuneration or payment for overtime: Provided that an employer may make the following:

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on this basis of the remuneration which such employee was receiving at the time thereof;

(b) in the case of an employee who agrees to board and/or lodge with him, a deduction not exceeding the amount provided for in subclause (2);

(c) where an employer is legally or by order of any competent court required or permitted to make payments for or on behalf of an employee, a deduction of any such amount so paid;

(d) with the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds, or a deduction of any amount which an employer has paid to any municipal council or other local authority in respect of the rent of any house or accommodation in any hostel occupied by such employee in any location or Black village under the control of such council or local authority;

(e) with the written consent of his employee, a deduction for subscriptions to the trade union;

(f) whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly remuneration divided by the number of ordinary hours worked by such employee in a week: Provided that no deduction shall be made—

(i) in the case of short-time arising out of shortage of raw materials, unless the employer has given his employee 24 hours' notice of his intention so to reduce the ordinary hours of work;

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

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

(i) Deeltydse werknemer: Minstens 60 persent van die gekwalifiseerde besoldiging teen die voorgeskrewe loon van toepassing op die klas werk wat hy verrig.

5. BETALING VAN BESOLDIGING

(1) Besoldiging en betaling vir oortydwerk moet weekliks op Saterdag in kontant betaal word aan werknemers wat per week in diens is, of op die gewone betaaldag of die laaste dag van die maand van die bedryfsinrigting aan werknemers wat op 'n maandelikse grondslag in diens is, of by diensbeëindiging in die geval van los werknemers of ander werknemers indien dit voor die gewone betaaldag van sodanige werknemers sou plaasvind. Dié besoldiging moet in 'n koert of ander houer wees, vergesel van 'n opgawe met die werkgewer en die werknemer se naam, die werknemer se nommer, as hy een het, sy beroep en die totale ure gewerk, die besoldiging verskuldig ten opsigte van gewone werk en oortydwerk, die bedrae afgetrek en die tydperk vir die betaling.

(2) Daar mag van geen werknemer vereis word om, as deel van sy dienskontrak, voedsel of huisvesting van sy werkgewer of op enige plek deur sy werkgewer aangewys, aan te neem of om goedere van sy werkgewer te koop nie. Waar 'n werknemer instem om voedsel of huisvesting of albei aan te neem, kan die werkgewer hoogstens die bedrae hieronder gespesifiseer, aftrek:

	Per week
	R
Vir voedsel en huisvesting.....	3
Slegs vir voedsel.....	2
Slegs vir huisvesting.....	1

(3) Behoudens klousule 18, mag geen boetes of bedrae van enige aard van die bedrae wat aan 'n werknemer verskuldig is as besoldiging of betaling vir oortydwerk, afgetrek word nie: Met dien verstande dat 'n werkgewer die volgende kan aftrek:

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgewer, 'n bedrag wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op grondslag van die besoldiging wat sodanige werknemer ten tyde van sodanige afwesigheid ontvang het;

(b) in die geval van 'n werknemer wat instem om voedsel en/of huisvesting van 'n werkgewer te ontvang, hoogstens die bedrag waarvoor daar in subklousule (2) voorsiening gemaak word;

(c) enige bedrag wat 'n werkgewer ingevolge 'n wet of bevel van 'n hof met regsbevoegdheid vir of namens 'n werknemer moet of mag betaal en wel betaal het;

(d) met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse of enige bedrag wat 'n werkgewer aan 'n munisipale raad of ander plaaslike bestuur betaal het vir die huur van 'n huis of huisvesting in 'n koshuis wat sodanige werknemer okkupeer in 'n lokasie of Swart woongebied onder beheer van sodanige munisipale raad of plaaslike bestuur;

(e) met die skriftelike toestemming van sy werknemer, ledegeld vir die vakvereniging;

(f) wanneer die gewone werkure in klousule 7 voorgeskrif weens korttyd verminder word, 'n bedrag vir elke uur van sodanige vermindering van die werknemer se besoldiging, gedeel deur die getal gewone ure wat sodanige werknemer in 'n week werk: Met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van korttyd wat as gevolg van 'n tekort aan grondstowwe ontstaan, tensy die werkgewer sy werknemer 24 uur vooraf kennis gegee het van sy voorneme om die gewone werkure aldus in te kort;

(ii) in die geval van korttyd wat ontstaan as gevolg van die wisselvalligheid van die weer of 'n algemene onklaaraking van installasie of masjinerie of weens die feit dat die geboue dreig om onbruikbaar te word as gevolg van 'n ongeluk of ander onvoorsiene noodtoestand, vir die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie.

(4) Waar die sakeonderneming van 'n werkgewer nie die indiensneming van 'n vooltydse vragmotordrywer vereis nie, word die werkgewer toegelaat om 'n werknemer teen die voorgeskrewe loon te besoldig vir die tyd wat hy werklik op die vragmotor gewerk het. Vir die res van die werknemer se tyd moet daar betaal word teen die heersende loon vir die soort werk wat hy verrig.

(5) *Reduction of wage rate not permitted.*—Nothing in this Agreement shall operate to reduce the wage rate of an employee who, at any time prior or subsequent to the date this Agreement comes into operation was or may be paid wages at a rate higher than the minimum provided in this clause and such employee shall continue to be paid and be entitled to receive wages at the rate not lower than such higher rate as if such higher rate were the minimum in respect of that employee.

6. PROPORTION OF RATIO OF EMPLOYEES

(1) *Meat technician.*—An employer shall not employ an unqualified meat technician unless he has in his employ a qualified meat technician or shop controller, and for each qualified meat technician or shop controller employed, not more than two unqualified meat technicians may be employed in each establishment.

(2) For the purposes of this clause an employer who is wholly or mainly engaged in performing the duties of a meat technician in connection with his establishment, may be deemed to be a meat technician: Provided that—

(i) he satisfies the Council that by reason of his practical knowledge of the Trade he is competent to perform the work of a qualified meat technician; and

(ii) he obtains from the Council a certificate signed by the Secretary and the Chairman of the Council, authorising him to reckon himself a qualified meat technician for the purposes of this clause, in respect of a specified establishment.

(3) Where an employer carries on the Retail Meat Trade in more than one establishment, such employer shall not, for the purposes of this clause, be reckoned as a qualified meat technician in respect of more than one establishment.

(4) An employer shall not employ a meat technician's assistant or a shop attendant unless he has in his employ a qualified meat technician or a shop controller, and for each qualified meat technician or shop controller, not more than two meat technician's assistants and three shop attendants may be employed by him.

(5) Whenever a shop attendant, meat technician's assistant, clerical employee or a general worker performs the work of a meat technician, he shall be deemed to be a meat technician.

(6) This clause shall apply separately in respect of each establishment of an employer.

7. HOURS OF WORK

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

(a) in the case of a motor vehicle driver and a general worker, 46 in a week of six working days: Provided that not more than 10 hours are worked on any one day;

(b) in the case of all other employees employed in or in connection with a retail butcher's shop, 46 in a week of six working days: Provided that not more than nine hours are worked on any one day except Fridays when 10 hours may be worked, but when such Fridays are public holidays, then 10 hours may be worked on the preceding Thursday: Provided further that where a public holiday occurs in any week, the hours which are normally worked by an employee on a particular day on which the public holiday occurs, shall be included when calculating the weekly total of 46 hours;

(c) in the case of all other employees other than those employed in or in connection with a retail butcher's shop, 46 hours per week: Provided that not more than 10 hours are worked on any one day;

(d) in the case of a part-time employee, not more than 24 hours in any week and in the case of a casual employee, eight hours on any one day: Provided that—

(i) where an employee in a retail butcher's shop is required to attend to a customer after the completion of the ordinary hours of work referred to in this paragraph and paragraph (b) the said ordinary hours of work may be exceeded by not more than 15 minutes and such excess shall not be reckoned as part of the ordinary hours of work or overtime;

(ii) where on any day an employee employed in or in connection with an establishment, other than a retail butcher's shop, or a motor vehicle driver employed in connection with a retail butcher's shop, is required to work less than 10 hours on any one day in every week, the limit of 10 hours prescribed in paragraph (a) may on the remaining

(5) *Vermindering van lone nie toegelaat nie.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verlaag van 'n werknemer wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n loon betaal is of betaal kan word teen 'n skaal wat hoër is as die minimum wat in hierdie klousule bepaal word nie en sodanige werknemer moet steeds 'n loon betaal word—waarop hy dan ook geregtig is—teen 'n skaal wat nie laer as sodanige hoër skaal is nie, asof sodanige hoër skaal die minimum ten opsigte van daardie werknemer is.

6. VERHOUDING VAN WERKNEMERS

(1) *Vleistegnikus.*—'n Werkgewer mag nie 'n ongekwalifiseerde vleistegnikus in diens neem nie tensy hy 'n gekwalifiseerde vleistegnikus of winkelkontroleur in sy diens het, en vir elke gekwalifiseerde vleistegnikus of winkelkontroleur in sy diens mag hoogstens twee ongekwalifiseerde vleistegnici in elke bedryfsinrigting in diens geneem word.

(2) Vir die toepassing van hierdie klousule kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n vleistegnikus in verband met sy bedryfsinrigting verrig, geag word 'n vleistegnikus te wees: Met dien verstande dat—

(i) hy die Raad daarvan oortuig dat hy weens sy praktiese kennis van die Bedryf bevoeg is om die werk van 'n gekwalifiseerde vleistegnikus te verrig; en

(ii) hy van die Raad 'n sertifikaat verkry, onderteken deur die Sekretaris en die Voorsitter van die Raad, wat aan hom magtiging verleen om hom, vir die toepassing van hierdie klousule, as 'n gekwalifiseerde vleistegnikus te beskou ten opsigte van 'n bepaalde bedryfsinrigting.

(3) Waar 'n werkgewer die Kleinhandelvleisbedryf in meer as een bedryfsinrigting uitoefen, word sodanige werkgewer nie vir die toepassing van hierdie klousule geag 'n gekwalifiseerde vleistegnikus ten opsigte van meer as een bedryfsinrigting te wees nie.

(4) 'n Werkgewer mag nie 'n vleistegnikus se assistent of 'n winkeloppasser in diens neem nie tensy hy 'n gekwalifiseerde vleistegnikus of 'n winkelkontroleur in sy diens het, en vir elke gekwalifiseerde vleistegnikus of winkelkontroleur mag hoogstens twee vleistegnikus se assistente en drie winkeloppassers in diens geneem word.

(5) As 'n winkeloppasser, vleistegnikus se assistent, klerk of 'n algemene werker die werk van 'n vleistegnikus verrig, word hy geag 'n vleistegnikus te wees.

(6) Hierdie klousule is afsonderlik van toepassing ten opsigte van elke bedryfsinrigting van 'n werkgewer.

7. WERKURE

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

(a) In die geval van 'n motorvoertuigdrywer en 'n algemene werker, 46 in 'n week van ses werkdag: Met dien verstande dat hoogstens 10 uur op 'n bepaalde dag gewerk word;

(b) in die geval van alle ander werknemers wat werksaam is in of in verband met 'n kleinhandelslagterswinkel, 46 uur in 'n week van ses werkdag: Met dien verstande dat hoogstens nege uur op 'n bepaalde dag gewerk word, uitgesonderd Vrydag, wanneer 10 uur gewerk kan word, maar wanneer sodanige Vrydag 'n openbare vakansiedag is, kan 10 uur op die vorige Donderdag gewerk word: Voorts met dien verstande dat waar 'n openbare vakansiedag in 'n week voorkom, die ure wat 'n werknemer gewoonlik werk op die bepaalde dag waarop die openbare vakansiedag voorkom, ingesluit moet word wanneer die weeklikse totaal van 46 uur bereken word;

(c) in die geval van alle ander werknemers, uitgesonderd diegene wat in of in verband met 'n kleinhandelslagterswinkel werksaam is, 46 uur per week: Met dien verstande dat hoogstens 10 uur op 'n bepaalde dag gewerk word;

(d) in die geval van 'n deeltydse werknemer, hoogstens 24 uur per week, en in die geval van 'n los werknemer, agt uur per dag: Met dien verstande dat—

(i) waar daar van 'n werknemer in 'n kleinhandelslagterswinkel vereis word om 'n klant te bedien na voltooiing van die gewone werkure in hierdie paragraaf en paragraaf (b) vermeld, genoemde gewone werkure met hoogstens 15 minute verleng kan word en sodanige verlenging nie as deel van die gewone werkure of oortydwerkure gereken word nie;

(ii) waar daar op enige dag van 'n werknemer wat in of in verband met 'n bedryfsinrigting, uitgesonderd 'n kleinhandelslagterswinkel, werksaam is, of van 'n motorvoertuigdrywer wat in verband met 'n kleinhandelslagterswinkel werksaam is, vereis word om minder as 10 uur op 'n bepaalde dag in elke week te werk, die beperking van 10 uur soos voorgeskryf in paragraaf (a) op die ander dae

days of the week be exceeded by not more than one hour if by such extension the weekly limitation of 46 hours is not exceeded.

(2) An employer shall not require his employees to work for more than five hours continuously without an interval of not less than one hour except on Saturday morning when the interval shall be 30 minutes: Provided that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) all times shall be completed in a spreadover of 12 hours.

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

(4) (a) No employer shall employ his employees later than 13h00 on Saturdays and no employer shall require a female employee to work between the hours 18h00 and 06h00.

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

(5) No employer shall open or permit any establishment to be opened for the purpose of trading or the sale or supply of goods therefrom, or permit any employee to supply or sell goods in or from such establishment, between 18h00 and 06h00, after 13h00 on Saturdays, on Sundays and public holidays.

(6) The provisions of clauses 7 (1) (b), 8 (2) and (9) (1) shall not apply to an employee who is in receipt of R4 800 or more per annum.

8. TIME SHEETS, ATTENDANCE AND WAGE REGISTERS

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

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

(3) Every employer shall at all times keep in his establishment in the prescribed form and manner, in respect of all persons employed by him, a wages register showing all payments made to his employees and all hours and overtime worked by his employees.

9. OVERTIME

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

(2) An employer shall not require his employee to work overtime for more than two hours on any one day or six hours in any one week, or 80 hours in any one year: Provided that no employer shall require or permit a female employee to work overtime—

(a) on more than three consecutive days;

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

(c) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before 12h00; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of at least 50c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) An employer shall pay—

(a) to his employee, other than a casual employee or a part-time employee, who works overtime, not less than one and one-half times the weekly wage he is receiving, divided by the number of weekly ordinary hours of work prescribed for such employee in clause 7 (1);

(b) to his casual employee, who works overtime, not less than one and one-half times the daily wage he is receiving, divided by eight;

van die week met hoogstens een uur oorskry kan word indien die weeklikse beperking van 46 uur nie weens sodanige verlenging te bowe gegaan word nie.

(2) 'n Werkgewer mag nie van sy werknemers vereis om langer as vyf uur aanmekeer te werk sonder 'n pouse van minstens een uur nie, behalwe op 'n Saterdagoggend, wanneer die pouse 30 minute moet wees: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(ii) alle werktyd binne 'n werkdagbestek van 12 uur voltooi moet word.

(3) Behoudens subklousule (2) moet alle werkure aaneenlopend wees.

(4) (a) Geen werkgewer mag sy werknemers later as 13h00 op Saterdag in diens hou nie en geen werkgewer mag van 'n vroulike werknemer vereis om tussen 18h00 en 06h00 te werk nie.

(b) Geen werknemer wat gereeld in diens is by 'n werkgewer in die Vleisbedryf mag sonder die skriftelike toestemming van die Raad toegelaat word om buite die ure wat hy ingevolge hierdie klousule vir sy oorspronklike werkgewer moet werk, vir 'n tweede werkgewer in die Vleisbedryf te werk nie.

(5) Geen werkgewer mag tussen 18h00 en 06h00, na 13h00 op Saterdag, op Sondag en openbare vakansiedae 'n bedryfsinrigting open of toelaat dat dit geopen word ten einde handel te dryf of goedere daaruit te verkoop of te voorsien of 'n werknemer toelaat om goedere in of uit so 'n bedryfsinrigting te voorsien of te verkoop nie.

(6) Klousules 7 (1) (b), 8 (2) en 9 (1) is nie van toepassing op 'n werknemer wat R4 800 of meer per jaar verdien nie.

8. TYDSTATE, BYWONINGS- EN LOONREGISTERS

(1) Elke werkgewer moet op 'n opvallende plek in sy slagterswinkel 'n "tydstaat" vertoon waarop die tyd gemeld word wat elke werknemer daagliks gedurende die daaropvolgende week moet werk.

(2) Elke werknemer, uitgesonderd 'n algemene werker, moet elke dag die tyd waarop hy begin werk en die tyd waarop hy vir die dag met sy werk uitskei, tesame met besonderhede omtrent die tyd waarop hy vir sy etensure ophou werk en die tyd waarop hy daarna weer begin werk, en die begin- en eindtyd van alle ander tydperke gedurende die dag waarop hy nie gewerk het nie, inskryf in 'n tydregister wat sy werkgewer moet verskaf. 'n Werknemer moet elke inskrywing in sodanige register parafeer.

(3) Elke werkgewer moet te alle tye in sy bedryfsinrigting op die voorgeskrewe vorm en wyse, ten opsigte van alle persone in sy diens, 'n loonregister hou wat alle uitbetalings aan sy werknemers aantoon, asook alle ure en oortyd wat sy werknemers gewerk het.

9. OORTYDWERK

(1) Alle tyd wat langer gewerk word as die getal ure wat in klousule 7 (1) van hierdie Ooreenkoms ten opsigte van 'n dag of week voorgeskryf word, word geag oortyd te wees.

(2) 'n Werkgewer mag nie van sy werknemer vereis om langer as twee uur op 'n bepaalde dag of ses uur in 'n bepaalde week of 80 uur in 'n jaar oortyd te werk nie: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om soos volg oortyd te werk nie:

(a) Op meer as drie agtereenvolgende dae;

(b) op meer as 60 dae in 'n jaar;

(c) langer as een uur per dag na voltooiing van haar gewone werkure, tensy hy—

(i) sodanige werknemer voor 12h00 daarvan kennis gegee het; of

(ii) sodanige werknemer van 'n toereikende maaltyd voorsien het voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer 'n toelae van minstens 50c betaal en genoeg tyd toegestaan het dat sy 'n maaltyd kan nuttig voordat die oortydwerk moet begin.

(3) 'n Werkgewer moet—

(a) sy werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat oortyd werk, minstens een en 'n half maal die weekloon betaal wat hy dan ontvang, gedeel deur die getal gewone weeklikse werkure wat in klousule 7 (1) vir sodanige werknemer voorgeskryf word;

(b) sy los werknemer wat oortyd werk, minstens een en 'n half maal die dagloon betaal wat hy dan ontvang, gedeel deur agt;

(c) to his part-time employee, who works overtime, not less than one and one-half times the weekly wage he is receiving, divided by 24;

in respect of each hour or part of an hour worked in the aggregate in any one week.

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

10. SUNDAY WORKING AND PAYMENTS

(1) No employer shall require or permit an employee to work and no employee shall perform any work on a Sunday without permission of the Council.

(2) Whenever an employee, other than a casual employee, works on a Sunday, the employer shall pay to the employee—

(a) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(b) if he so works for a period exceeding four hours, remuneration at a rate of not less than double his ordinary rate of remuneration, in respect of the total period worked on each Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

11. HOLIDAYS AND PAYMENTS

(1) (a) No employer shall require or permit an employee to work and no employee shall perform any work on a public holiday without permission of the Council and each employee shall be entitled to leave on full pay on all public holidays: Provided that when two public holidays fall on successive days, an employer may require an employee to work not more than three hours on the second day referred to above, between the hours of 06h00 and 09h00 and shall pay such employee at the rate of one and one-half times his hourly wage for each hour or part of an hour so worked, in addition to the remuneration to which he would have been entitled had he not so worked.

(b) If an employee absents himself from work on a day preceding or following a public holiday without the permission of his employer, such employee shall forfeit his pay for that particular holiday: Provided that this forfeit shall not apply to an employee who submits a medical certificate condoning his absence, to his employer.

(2) Every employee for whom wages are prescribed in clause 4 (1) (a), (b), (d), (e) and (i) shall be given in each year of service with the same employer three consecutive weeks' leave of absence on full pay and each employee for whom wages are prescribed in clause 4 (1) (f), (g) and (h) shall be given in each year of service with the same employer two consecutive weeks' leave of absence on full pay: Provided that, should any public holiday fall within the period of leave granted, such holiday shall be added to the said period of leave of absence on full pay: Provided further that the full period of leave may be reduced by any number of days on which the employee, during the relevant period of employment, was granted occasional leave on full pay at his written request. The employer shall fix the time when such leave shall be taken so as to commence within six months after the completion of a year's service, but this leave shall not run concurrently with any period of military service in terms of the Defence Act 1957, or sick leave granted in terms of clause 12. The employer shall pay his employee his wages for the holiday period before such employee goes on leave.

(3) (a) Where the service of an employee for whom wages are prescribed in clause 4 (1) (a), (b), (d), (e) and (i) is terminated before the completion of a year's service, but after completion of one month's service, the employer shall for and in lieu of leave pay to the employee for each completed week of service in the uncompleted year three fifty-seconds of a week's pay at the rate which the employee was receiving when such service was terminated: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the second proviso to subclause (2). In the case of a monthly paid employee, "week's pay" shall be deemed to be the monthly rate divided by four and one-third.

(b) Where the service of an employee for whom wages are prescribed in clause 4 (1) (f), (g) and (h) is terminated before the completion of a year's service, but after com-

(c) sy deelytdse werknemer wat oortyd werk, minstens een en 'n half maal die weekloon betaal wat hy dan ontvang, gedeel deur 24;

vir elke uur of gedeelte van 'n uur wat daar altesaam in 'n bepaalde week gewerk is.

(4) Daar mag van geen werknemer vereis word om sonder sy toestemming oortyd te werk nie;

10. WERK OP SONDAE EN BESOLDIGING VIR WERK OP SONDAE

(1) Sonder toestemming van die Raad mag geen werkgever van 'n werknemer vereis of hom toelaat om op 'n Sondag te werk nie en mag geen werknemer op 'n Sondag werk nie.

(2) Wanneer 'n werknemer, uitgesonderd 'n los werknemer, op 'n Sondag werk, moet die werkgever die werknemer soos volg betaal:

(a) Indien hy aldus hoogstens vier uur werk, minstens die gewone besoldiging wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; of

(b) indien hy aldus langer as vier uur werk, minstens dubbel sy gewone besoldiging vir die totale tydperk op elke Sondag gewerk, of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag.

11. VAKANSIEDAE EN BESOLDIGING

(1) (a) Sonder toestemming van die Raad mag geen werkgever van 'n werknemer vereis of hom toelaat om op 'n openbare vakansiedag te werk nie en mag geen werknemer op 'n openbare vakansiedag werk nie, en elke werknemer is geregtig op verlof met volle besoldiging op alle openbare vakansiedae: Met dien verstande dat as twee openbare vakansiedae op twee agtereenvolgende dae val, 'n werkgever van 'n werknemer kan vereis om hoogstens drie uur op die tweede dag soos hierbo vermeld te werk tussen 06h00 en 09h00, en vir elke uur of gedeelte van 'n uur aldus gewerk, moet die werkgever sodanige werknemer een en 'n half maal sy uurloon betaal benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(b) As 'n werknemer sonder toestemming van sy werkgever van sy werk afwesig is op 'n dag voor of na 'n openbare vakansiedag, verbeur sodanige werknemer sy besoldiging vir dié bepaalde vakansiedag: Met dien verstande dat hierdie verbeuring nie van toepassing is op 'n werknemer wat 'n mediese sertifikaat ter kondonering van sy afwesigheid aan sy werkgever toon nie.

(2) Aan elke werknemer vir wie daar lone in klousule 4 (1) (a), (b), (d), (e) en (i) voorgeskrif word, moet daar in elke jaar diens by dieselfde werkgever drie agtereenvolgende weke verlof met volle besoldiging toegestaan word en aan elke werknemer vir wie daar lone in klousule 4 (1) (f), (g) en (h) voorgeskrif word, moet daar in elke jaar diens by dieselfde werkgever twee agtereenvolgende weke verlof met volle besoldiging toegestaan word: Met dien verstande dat as 'n openbare vakansiedag binne die toegestane verloftydperk val, so 'n vakansiedag by die genoemde verloftydperk met volle besoldiging bygevoeg moet word: Voorts met dien verstande dat die volle verloftydperk verminder kan word met die getal dae waarop daar aan die werknemer op sy skriftelike versoek geleentheidsverlof gedurende die betrokke diensydperk toegestaan is. Die werkgever moet die tyd vasstel wanneer sodanige verlof geneem moet word sodat dit binne ses maande begin na die voltooiing van 'n jaar diens, maar sodanige verlof mag nie saamval met 'n tydperk van militêre diens ingevolge die Verdedigingswet, 1957, of met siekteverlof wat ingevolge klousule 12 toegestaan is nie. Die werkgever moet aan sy werknemer sy loon vir die vakansietydperk betaal voordat sodanige werknemer met verlof gaan.

(3) (a) As die diens van 'n werknemer vir wie 'n loon in klousule 4 (1) (a), (b), (d), (e) en (i) voorgeskrif word, beëindig word voor die voltooiing van 'n jaar diens maar na voltooiing van 'n maand diens, moet die werkgever die werknemer vir en in plaas van die verlof drie twee-en-vyftigstes van 'n week se loon betaal vir elke voltooide week diens in die onvoltooide jaar, bereken teen die loon wat die werknemer ontvang het toe dié diens beëindig is: Met dien verstande dat 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van 'n verloftydperk wat ingevolge die tweede voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is. In die geval van 'n maandeliks besoldigde werknemer word "weekloon" geag die maandloon gedeel deur vier en 'n derde te wees.

(b) As die diens van 'n werknemer vir wie 'n loon in klousule 4 (1) (f), (g) en (h) voorgeskrif word, beëindig word voor die voltooiing van 'n jaar diens maar na voltooiing van

pletion of one month's service, the employer shall for and in lieu of leave, pay to the employee for each completed week of service in the uncompleted year one twenty-sixth of a week's pay at the rate the employee was receiving when such service was terminated: Provided that an employer may make a proportionate deduction in respect of any period of leave granted to an employee in terms of the second proviso to subclause (2). In the case of a monthly paid employee, "week's pay" shall be deemed to be the monthly rate divided by four and one-third.

(4) No employee while on leave shall perform any work in the Meat Trade.

(5) For the purposes of this clause, the expression "service" shall be deemed to include any period in respect of which an employer, in terms of clause 14, pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on sick leave in terms of clause 12;
- (c) on the instructions or at the request of his employer;
- (d) on military service in pursuance of the Defence Act, 1957;

amounting in any year to not more than 10 weeks in respect of paragraphs (a), (b) and (c), plus any period of military service up to a maximum of four months undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this Agreement become entitled to a period of annual leave in terms of any law, on the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the coming into operation of this Agreement and to whom any law providing for annual leave applied but who had not become entitled to a period of annual leave in terms thereof, on the date on which such employment commenced;

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

(6) (a) Where the service of an employee for whom wages are prescribed in clause 4 (1) (a), (b), (d), (e) and (i) is terminated after the completion of any year's service, but before such annual leave has been granted in terms of subclause (2), the employer shall upon such termination pay to the employee in lieu of such leave one-quarter of a week's pay in respect of each month of such service at the rate the employee was receiving when his service was terminated. For the purposes of this subclause, a "week's pay" in the case of a monthly paid employee shall be deemed to be the monthly rate divided by four and one-third.

(b) Where the service of an employee for whom wages are prescribed in clause 4 (1) (f), (g) and (h), is terminated after the completion of any year's service, but before annual leave has been granted in terms of subclause (2), the employer shall upon such termination pay to the employee in lieu of leave one sixth of a week's pay for each month of such service at the rate the employee was receiving when his service was terminated. For the purposes of this subclause, a "week's pay" in the case of a monthly paid employee shall be deemed to be the monthly rate divided by four and one-third.

(7) An employee shall not be entitled to any payment for leave in accrual—

- (a) if he leaves this employment without having given and served the period of notice prescribed in clause 14, unless the employer has waived such notice; or
- (b) if he leaves his employment without notice legally recognised as sufficient; or
- (c) if he is dismissed by his employer without notice for any cause legally recognised as sufficient for such dismissal without notice.

12. SICK LEAVE AND PAYMENTS

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

- (a) in the case of an employee who works a five-day week, not less than 20 work-days;

een maand diens, moet die werkgever vir en in plaas van verlof, vir elke voltooide week diens in die onvoltooide jaar, een ses-en-twintigste van 'n week se loon betaal teen die loon wat die werknemer ten tyde van sodanige diens beëindig ontvang het: Met dien verstande dat 'n werkgever 'n eweredige bedrag kan aftrek ten opsigte van 'n verloftydperk wat ingevolge die tweede voorbehoudsbepaling van subklousule (2) aan 'n werknemer toegestaan is. In die geval van 'n maandeliks besoldigde werknemer word "weekloon" geag die maandloon gedeel deur vier en 'n derde te wees.

(4) Geen werknemer mag enige werk in die Vleisbedryf verrig terwyl hy met verlof is nie.

(5) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk in te sluit waarvoor 'n werkgever 'n werknemer ooreenkomstig klousule 14 betaal in plaas van kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer soos volg afwesig is:

- (a) Met verlof kragtens hierdie klousule;
- (b) met siekteverlof kragtens klousule 12;
- (c) op las of op versoek van sy werkgever;
- (d) terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, verrig;

en wat hoogstens 10 weke per jaar ten opsigte van paragrawe (a), (b) en (c) beloop, plus enige tydperk van militêre diens tot 'n maksimum van vier maande wat in daardie jaar ondergaan is, en diens word geag soos volg te begin:

(i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms kragtens enige wet op 'n tydperk van jaarlikse verlof geregtig geword het, op die datum waarop sodanige werknemer laas op sodanige verlof kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms in diens was en op wie enige wet wat voorsiening maak vir jaarlikse verlof van toepassing was maar wat nie op jaarlikse verlof daarkragtens geregtig geword het nie, op die datum waarop sodanige diens begin het;

(iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgever in diens getree het of op die datum waarop hierdie Ooreenkoms van krag geword het, naamlik die jongste datum.

(6) (a) Waar die diens van 'n werknemer vir wie 'n loon in klousule 4 (1) (a), (b), (d), (e) en (i) voorgeskrif word, beëindig word ná voltooiing van 'n jaar diens maar voordat sodanige jaarlikse verlof ooreenkomstig subklousule (2) toegestaan is, moet die werkgever by sodanige beëindiging aan die werknemer, in plaas van sodanige verlof, vir elke maand van sodanige diens 'n kwart van 'n week se loon betaal teen die besoldiging wat die werknemer ten tyde van sy diensbeëindiging ontvang het. Vir die toepassing van hierdie subklousule word "weekloon" in die geval van 'n maandeliks besoldigde werknemer geag die maandloon gedeel deur vier en 'n derde te wees.

(b) Waar die diens van 'n werknemer vir wie 'n loon in klousule 4 (1) (f), (g) en (h) voorgeskrif word, beëindig word ná voltooiing van 'n jaar diens maar voordat jaarlikse verlof ooreenkomstig subklousule (2) aan hom toegestaan is, moet die werkgever by sodanige diensbeëindiging, in plaas van verlof, een sesde van 'n week se loon vir elke maand van sodanige diens aan die werknemer betaal teen die besoldiging wat die werknemer ten tyde van sy diensbeëindiging ontvang het. Vir die toepassing van hierdie subklousule word "weekloon" in die geval van 'n maandeliks besoldigde werknemer geag die maandelikse besoldiging gedeel deur vier en 'n derde te wees.

(7) 'n Werknemer is nie op besoldiging vir verlof wat opge-loop het, geregtig nie—

- (a) as hy sy werk verlaat sonder om die kennis te gee en die kennisgewingstermyn te werk wat in klousule 14 voorgeskrif word, tensy die werkgever van sodanige kennisgewing afgesien het; of

- (b) as hy sy diens sonder 'n regsgeldige kennisgewing verlaat; of

- (c) as hy sonder kennisgewing deur sy werkgever ontslaan word om 'n regsgeldige rede vir sodanige ontslag sonder kennisgewing.

12. SIEKTEVERLOF EN BESOLDIGING

(1) 'n Werkgever moet aan sy werknemer wat na een maand diens by hom van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling ooreenkomstig die Ongevallewet, 1941, betaalbaar is—

- (a) in die geval van 'n werknemer wat vyf dae per week werk, minstens 20 werkdae;

(b) in the case of an employee who works a six-day week, not less than 24 work-days;

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

(i) in the first year of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one day in respect of each month of employment with the same employer, subject to a maximum of 10 days in each year in respect of an employee referred to in subclause (1) (a);

(ii) an employer may, as a condition precedent to payment by him of any amount claimed by an employee in respect of any period of absence owing to illness, require the employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's illness: Provided further that the employee notifies his employer within 72 hours from the time he was due to commence his service, that his absence from work was due to illness;

(iii) where an employer is by any law required to pay hospital fees in respect of an employee and pays such fees, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause.

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

(a) on sick leave in terms of this clause;

(b) on leave in terms of clause 11;

(c) on the instruction or at the request of his employer;

(d) on military service in pursuance of the Defence Act, 1957;

amounting in any year to not more than 10 weeks in respect of paragraphs (a), (b) and (c), plus a period of up to four months' military service undergone in that year, and any period of employment with the same employer immediately before the date of coming into operation of this Agreement shall for the purposes 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.

13. CERTIFICATE OF SERVICE

(1) Every employer shall issue free of charge a certificate of service showing the name and address, nature of occupation period of service and wages paid, to each of his employees at the time he leaves such employer's service.

(2) Notwithstanding anything contained in subclause (1), if there is any doubt regarding the qualifications of an employee, the Council shall determine the qualification of such employee, whether he had gained the experience in or outside the Magisterial District of East London.

(3) Where an employer finds that an employee, after completing four years' service, is not sufficiently qualified as a meat technician or is not capable of performing all the duties of a meat technician, such employer may ask the Council to decide on such employee's qualifications.

14. TERMINATION 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; or

(b) the provision of 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 one week or one month, as the case may be;

an employer and his employee, other than a casual employee, shall—

(i) in the case of a weekly paid employee, give not less than one week's notice on the usual pay-day to terminate a contract of service; and

(ii) in the case of a monthly paid employee, give not less than half a month's notice of termination of employment, in writing, on the 15th or last day of any month: Provided that such notice of termination of employment shall take effect half a month after such notice is given.

(b) in die geval van 'n werknemer wat ses dae per week werk, minstens 24 werkdade;

siekteverlof altesaam toestaan gedurende elke siklus van twee jaar diens en moet aan hom vir sodanige tydperk van afwesigheid minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer gedurende die eerste jaar diens nie op siekte verlof met volle besoldiging vir meer as een dag geregtig is nie vir elke maand diens by dieselfde werkgever, onderworpe aan 'n maksimum van 10 dae in elke jaar vir 'n werknemer in subklousule (1) (a) bedoel;

(ii) 'n werkgever, as opskortende voorwaarde vir besoldiging deur hom van 'n bedrag wat 'n werknemer eis ten opsigte van 'n tydperk van afwesigheid weens siekte, van die werknemer kan vereis om 'n sertifikaat te toon, deur 'n geregistreerde mediese praktisyn onderteken, wat die aard en duur van die werknemer se siekte aandui: Voorts met dien verstande dat die werknemer sy werkgever binne 72 uur vanaf die tyd waarop hy met sy diens moes begin in kennis stel dat sy afwesigheid van werk aan siekte te wyte was;

(iii) waar daar by wet van 'n werkgever vereis word om hospitaalgelde vir 'n werknemer te betaal en hy sodanige gelde wel betaal, die bedrag aldus betaal, afgetrek kan word van die besoldiging wat ingevolge hierdie klousule ten opsigte van siekte verskuldig is.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit wat 'n werknemer soos volg afwesig is:

(a) Met siekteverlof kragtens hierdie klousule;

(b) met verlof kragtens klousule 11;

(c) op las of versoek van sy werkgever;

(d) terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, verrig;

en wat hoogstens 10 weke in 'n jaar beloop ten opsigte van paragrawe (a), (b) en (c), plus 'n tydperk van hoogstens vier maande militêre diens wat in daardie jaar ondergaan is, en enige dienstydkerke by dieselfde werkgever onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms word vir die toepassing van hierdie klousule geag diens kragtens hierdie Ooreenkoms te wees, en alle siekteverlof met volle besoldiging wat aan sodanige werknemer gedurende sodanige tydperk toegestaan is, word geag ooreenkomstig hierdie Ooreenkoms toegestaan te gewees het.

13. DIENSSERTIFIKAAT

(1) Elke werkgever moet 'n dienssertifikaat wat die naam en adres van die werknemer, die aard van sy beroep, sy dienstyd en die loon wat aan hom betaal is, meld, gratis aan elke werknemer uitreik wanneer hy sodanige werkgever se diens verlaat.

(2) Ondanks subklousule (1), moet die Raad, indien daar twyfel omtrent die kwalifikasies van 'n werknemer bestaan, die kwalifikasies van sodanige werknemer bepaal, afgesien daarvan of hy die ondervinding binne of buite die landdrost-district Oos-Londen opgedoen het.

(3) Waar 'n werkgever vind dat 'n werknemer ná voltooiing van vier jaar diens nie heeltemal as 'n vleis- en tegnikus kwalifiseer of nie daartoe in staat is om al die pligte van 'n vleis- en tegnikus te verrig nie, kan sodanige werkgever die Raad vra om oor sodanige werknemer se kwalifikasies te beslis.

14. DIENSBEÏNDIGING

(1) Behoudens—

(a) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig; of

(b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer, waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank en langer as een week of een maand is, na gelang van die geval;

moet 'n werkgever en sy werknemer, uitgesonderd 'n los werknemer—

(i) in die geval van 'n weekliks besoldigde werknemer, op die gewone betaaldag minstens een week kennis gee van die beëindiging van 'n dienskontrak; en

(ii) in die geval van 'n maandeliks besoldigde werknemer, minstens 'n halwe maand skriftelik kennis gee van diensbeëindiging, en wel op die 15de of laaste dag van die maand: Met dien verstande dat sodanige kennisgewing van diensbeëindiging in werking tree 'n halwe maand nadat sodanige kennis gegee is.

Notwithstanding anything contained in this clause, an employer or an employee may give 24 hour's notice of termination of employment during the first month's service of the employee.

(2) An employer or his employee shall be entitled to terminate the contract of employment without the notice prescribed or agreed upon in subclause (1) by paying or forfeiting one week's remuneration in the case of a weekly paid employee, or half a month's remuneration in respect of monthly paid employees or remuneration in respect of the period agreed upon in terms of subclause (1) (b).

(3) The period of notice referred to in this clause shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave, sick leave or any period during which the employee undergoes military service.

(4) Notwithstanding anything contained in this clause, one week's notice in the case of a general worker shall take effect from the day it is given.

(5) If an employee absents himself from work without permission from his employer, terminates such contract within one week from the date on which he was to commence service, he shall pay to that employer one day's pay in lieu of 24 hours' notice, and where an employer who has contracted to employ an employee, terminates such contract within one week from the commencing date of such contract, the employer shall pay to that employee one day's pay in lieu of 24 hours' notice.

(6) Where an employee who has contracted to accept employment with an employer, terminates such contract within one week from the date on which he was to commence service, he shall pay to that employer one day's pay in lieu of 24 hours' notice, and where an employer who has contracted to employ an employee, terminates such contract within one week from the commencing date of such contract, the employer shall pay to that employee one day's pay in lieu of 24 hours' notice.

15. PREMIUMS

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

16. EXISTING CONTRACTS

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

17. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1), the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice, in writing, has been given to the person concerned, withdraw the exemption.

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

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

(5) A committee consisting of the Chairman and Vice-Chairman shall be empowered to grant exemption from any of the provisions of this Agreement in cases of emergency, subject to confirmation by the Council.

Ondanks hierdie klousule, kan 'n werkgewer of 'n werknemer binne die eerste maand van die werknemer se diens 24 uur kennis gee van diensbeëindiging.

(2) 'n Werkgewer of sy werknemer is daarop geregtig om die dienskontrak te beëindig sonder die kennis voorgeskryf of waaroor ooreengekom is in subklousule (1), deur een week se besoldiging in die geval van weekliks besoldigde werknemers, of 'n halwe maand se besoldiging in die geval van maandeliks besoldigde werknemers of besoldiging ten opsigte van die tydperk waarvoor ingevolge subklousule (1) (b) ooreengekom is, te betaal of te verbeur.

(3) Die kennisgewingstermyn wat in hierdie klousule gemeld word, mag nie saamval met en kennis mag nie gegee word gedurende 'n werknemer se afwesigheid met jaarlikse verlof, siekteverlof of enige tydperk wat die werknemer militêre diens verrig nie.

(4) Ondanks hierdie klousule, loop kennisgewing van een week, in die geval van 'n algemene werker, vanaf die dag waarop dit gegee word.

(5) As 'n werknemer van sy werk af wegbly sonder toestemming van sy werkgewer, uitgesonderd soos in klousules 11 en 12 van hierdie Ooreenkoms voorgeskryf, of om 'n rede wat vir die Raad onaanvaarbaar is, kan die werkgewer sodanige werknemer sonder kennisgewing ontslaan.

(6) As 'n werknemer wat gekontrakteer het om diens by 'n werkgewer te aanvaar, so 'n kontrak beëindig binne 'n week vanaf die datum waarop hy sou begin werk het, moet hy aan dié werkgewer een dag se besoldiging betaal in plaas van 24 uur kennisgewing, en as 'n werkgewer wat gekontrakteer het om 'n werknemer in diens te neem, so 'n kontrak beëindig binne 'n week vanaf die aanvangsdatum van sodanige kontrak, moet hy aan dié werknemer een dag se besoldiging betaal in plaas van 24 uur kennisgewing.

15. PREMIES

'n Werknemer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie klousule nie van toepassing is op 'n opleidingskema waar toe die werkgewer regtens verplig is om by te dra nie.

16. BESTAANDE KONTRAKTE

'n Dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, is onderworpe aan hierdie Ooreenkoms.

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van iemand aan wie vrystelling kragtens subklousule (1) verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk vasstel waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit goeddink, na skriftelike kennisgewing van een week aan die betrokke persoon, die vrystelling kan intrek.

3. Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n vrystellingstifikaat uitreik wat hy onderteken het en wat die volgende besonderhede bevat:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes wat kragtens subklousule (2) van hierdie klousule gestel is en waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgend nommer;
- (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar;
- (c) waar vrystelling aan 'n werknemer verleen word 'n kopie van die sertifikaat aan die betrokke werkgewer stuur en 'n ander kopie aan die Afdelingsinspekteur, Departement van Mannekragbenutting, Oos-Londen.

(5) 'n Komitee bestaande uit die Voorsitter en die Ondervoorsitter is bevoeg om, behoudens bekragtiging deur die Raad, vrystelling van enigen van die bepalings van hierdie Ooreenkoms in noodgevalle te verleen.

18. COUNCIL FUNDS

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

(1) (a) Every employer shall in respect of each business he owns or conducts, pay to the Council an annual contribution of R9. Such sum shall become due on the date of coming into operation of this Agreement, or on the date on which he enters the Meat Trade, whichever is the later, and shall be paid within two weeks of the due date.

(b) 60c per month shall be deducted by every employer from the wages of each of his employees who are in receipt of wages not exceeding R40 per week and R1 per month from each of his employees who are in receipt of wages exceeding R40 per week.

The total amount so deducted shall be forwarded by the employer to the Secretary of the Council together with the form prescribed in Annexure A, not later than the 10th day of each month following the month in respect of which such payments are due.

(2) Notwithstanding the provisions of clause 5 (3) (e), the Council may require all employers to deduct from the wages of their employees any arrear subscriptions due to the trade union and shall pay such subscriptions to the secretary of the trade union.

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES

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

(i) the full name of his business;

(ii) his business address;

(iii) the full name of each employee, the capacity in which he is employed and the wages paid.

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

(c) Every employer shall forward to the Secretary of the Council a notification of any change in the particulars he is required to furnish in terms of this subclause within 14 days of the date such change takes effect.

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

20. AGENTS

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

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

21. ORGANISATION

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

(a) general workers, motor vehicle drivers, clerical employees, meat technician's assistants, shop attendants, mass measurers; or

18. FONDSE VAN DIE RAAD

Die fondse van die Raad, wat berus by die Raad en deur hom geadministreer moet word, word soos volg verkry:

(1) (a) Elke werkgewer moet ten opsigte van elke sakeonderneming wat hy besit of dryf, 'n jaarlikse bydrae van R9 aan die Raad betaal. Hierdie bedrag is verskuldig op die datum van inwerkingtreding van hierdie Ooreenkoms, of op die datum waarop hy tot die Vleisbedryf toetree, naamlik die jongste datum, en moet betaal word binne twee weke na die datum waarop dit verskuldig is.

(b) Elke werkgewer moet 60c per maand aftrek van die loon van elkeen van sy werknemers wat 'n loon van hoogstens R40 per week ontvang en R1 per maand van elkeen van sy werknemers wat 'n loon van meer as R40 per week ontvang.

Die werkgewer moet die totale bedrag wat aldus afgetrek is, voor of op die 10de dag van elke maand wat volg op die maand waarvoor sodanige betalings verskuldig is, aan die Sekretaris van die Raad stuur saam met die vorm voorgeskryf in Aanhangsel A.

(2) Ondanks klousule 5 (3) (e) kan die Raad van 'n werkgewer vereis om enige agterstallige ledegeld wat aan die vakvereniging verskuldig is, van die loon van sy werknemers af te trek, en moet hy sodanige ledegeld aan die sekretaris van die vakvereniging betaal.

19. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

(1) (a) Elke werkgewer in die Vleisbedryf wat dit nie alreeds ingevolge die vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die bedryf toetree, moet binne een maand na die datum waarop hy met sy werksaamhede begin, die volgende aan die Sekretaris van die Raad stuur;

(i) Die volle naam van sy sakeonderneming;

(ii) sy sakeadres;

(iii) die volle naam van elke werknemer, die hoedanigheid waarin sodanige werknemer werksaam is en die loon wat betaal word.

(b) Waar die werkgewer 'n vennootskap is, moet die inligting wat ooreenkomstig paragraaf (a) vereis word, verstrek word ten opsigte van elke vennoot. Ingeval die vennootskap ontbind word, moet die Sekretaris binne een maand na die datum van sodanige ontbinding skriftelik daarvan in kennis gestel word.

(c) Elke werkgewer moet aan die Sekretaris van die Raad 'n kennisgewing stuur van alle veranderings in die besonderhede wat hy ingevolge hierdie subklousule moet verstrek, en hy moet dit doen binne 14 dae na die datum waarop sodanige veranderings van krag word.

(2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers, vennote en werknemers in subklousule (1) van hierdie klousule vermeld.

20. AGENTE

(1) Die Raad kan een of meer aangewese persone as agente aanstel om te help om uitvoering aan die Ooreenkoms te gee. Dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om navrae te doen en boeke en/of dokumente wat vir hierdie doel nodig is, te ondersoek.

(2) Indien 'n werkgewer of 'n werknemer na die mening van 'n agent versuim het om aan die bepaling van hierdie Ooreenkoms te voldoen, kan sodanige agent deur middel van 'n skriftelike kennisgewing waarin gemeld word in watter opsig die werkgewer of die werknemer na sy mening versuim het om aan die bepaling van hierdie Ooreenkoms te voldoen, van sodanige werkgewer of werknemer vereis om binne 14 dae 'n skriftelike verduideliking daarvan aan die Sekretaris van die Raad te gee.

21. ORGANISASIE

(1) Geen werkgewer wat lid van die werkgewersorganisasie is, mag 'n werknemer wat nie lid van die vakvereniging is, in diens neem nie, en geen werknemer wat lid van die vakvereniging is, mag werk aanneem by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie: Met dien verstande dat hierdie klousule nie van toepassing is nie op—

(a) algemene werkers, motorvoertuigdrywers, klerke, vleis-
tegnikus se assistente, winkeloppassers, massameters; of

(b) employers and employees to whom, in the opinion of the Council, membership has been refused without reasonable cause and the applicant has reported such refusal to the Council within seven days thereof:

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

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

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

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

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

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

22. EXHIBITION OF AGREEMENT

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

23. EMPLOYMENT OF MINORS

No employer shall employ any person under the age of 15 years:

24. PROTECTIVE CLOTHING

An employer shall supply and maintain in serviceable and clean condition, free of charge, any uniform, overall, gumboots or other protective clothing which he requires his employee to wear, or which by any law or regulation he is compelled to provide for his employee, and any such uniform, overall, gumboots or other protective clothing shall remain the property of the employer.

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

(1) Notwithstanding anything to the contrary contained in this Agreement, the hours of work, overtime and holiday provisions contained in sections 19, 20 and 21 of the Factories, Machinery and Building Work Act, 1941, shall apply to employees employed in or in connection with a factory defined in the Factories, Machinery and Building Work Act, 1941, in so far as the provisions of this Agreement are less favourable.

(2) The minimum wages prescribed in clause 4 of this Agreement shall be paid to the employees referred to in subclause (1) in respect of the hours of work prescribed in the Factories, Machinery and Building Work Act, 1941, and the hourly wage of such employees shall, notwithstanding anything to the contrary in this Agreement, be determined by dividing the weekly rates prescribed for the employees concerned by 24 in the case of part-time employees, and by 46 in the case of other employees. For the purposes of this subclause the weekly rates for the employees for whom monthly rates are prescribed in this Agreement, shall be such monthly rates divided by four and one-third and the hourly rate of employees for whom daily wages are prescribed, shall be such daily wage divided by eight.

Signed at East London on behalf of the parties this 24th day of June 1980.

A. SUTHERLAND, Chairman of the Council.

R. G. CONWAY, Vice-Chairman of the Council.

J. A. NICHOLAS, Secretary of the Council.

(b) werkgewers en werknemers wat, na die mening van die Raad, lidmaatskap geweier is sonder 'n grondige oorsaak, as die aansoeker sodanige weiering binne sewe dae daarvan aan die Raad gerapporteer het:

Voorts met dien verstande dat hierdie klousule nie van toepassing is op die indiensneming in die Vleisbedryf van 'n werknemer wat, na die mening van die Minister, grondige beswaar het om lid van die vakvereniging te word of te bly nie.

(2) Bewys van lidmaatskap van die vakvereniging bestaan in die voorlegging van 'n lidmaatskapkaart wat toon dat die persoon wie se naam daarop voorkom, hoogstens drie maande met sy ledegeld agterstallig is.

(3) 'n Persoon wat behoorlik deur die vakvereniging en die Raad skriftelik daartoe gemagtig is, kan 'n bedryfsinrigting te eniger tyd wat vir die werkgewer geleë is, betree met die doel om—

- (a) werknemers oor sake van die vakvereniging te spreek;
- (b) nuwe lede in te skryf;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, te versprei;
- (d) ledegeld vir die vakvereniging in te vorder.

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

(5) Hierdie klousule is nie op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het, van toepassing nie: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum waarop hy in die Vleisbedryf begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree.

22. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek wat vir sy werknemers geredelik toeganklik is, in sy bedryfsinrigting opklap en opgeklap hou.

23. INDIENSNEEMING VAN MINDERJARIGES

Geen werknemer mag iemand onder die leeftyd van 15 jaar in diens neem nie.

24. BESKERMENDE KLERE

'n Werkgewer moet alle uniforms, oorpakke, rubberstewels of ander beskermende klere wat hy vereis dat sy werknemer moet dra of wat hy by enige wet of regulasie verplig is om aan sy werknemer te verskaf, gratis verskaf en in 'n bruikbare en skoon toestand hou, en sodanige uniform, oorpak, rubberstewels of ander beskermende klere bly die eiendom van die werkgewer.

25. TOEPASSING VAN WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings betreffende werkure, oortydwerk en vakansiedae, soos vervat in artikels 19, 20 en 21 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, op werknemers van toepassing wat werksaam is in of in verband met 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vir sover die bepalings van hierdie Ooreenkoms minder gunstig is.

(2) Die minimum lone in klousule 4 van hierdie Ooreenkoms voorgeskryf, moet aan die werknemers in subklousule (1) vermeld, betaal word vir die werkure soos voorgeskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en die uurloon van sodanige werknemers moet, ondanks andersluidende bepalings in hierdie Ooreenkoms, bepaal word deur die weekloon wat vir die betrokke werknemers voorgeskryf is, deur 24 in die geval van deeltydse werknemers en deur 46 in die geval van ander werknemers te deel. Vir die toepassing van hierdie klousule is die weekloon van die werknemers vir wie maandlone in hierdie Ooreenkoms voorgeskryf word, sodanige maandlone gedeel deur vier en 'n derde en is die uurloon van werknemers vir wie daglone voorgeskryf word, sodanige dagloon gedeel deur agt.

Namens die partye op hede die 24ste dag van Junie 1980 te Oos-Londen onderteken.

A. SUTHERLAND, Voorsitter van die Raad.

R. G. CONWAY, Ondervoorsitter van die Raad.

J. A. NICHOLAS, Sekretaris van die Raad.

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE MEAT TRADE, EAST LONDON

To the Secretary, Industrial Council for the Meat Trade,
P.O. Box 610, East London, 5200.

Dear Sir,

Please find contributions amounting to R.....as detailed below, for the period ending.....19.....

Name of firm.....

Address.....

Name of employee	Occupation	Contributions to Council funds for month of

The following have left our service:

The following have entered our service:

Certified correct by

Employer (or other authorised person)

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE VLEISBEDRYF, OOS-LONDEN

Aan die Sekretaris, Nywerheidsraad vir die Vleisbedryf,
Posbus 610, Oos-Londen, 5200.

Meneer,

Hierby ingesluit gaan die bydraes ten bedrae van R....., waarvan besonderhede hieronder verskyn, vir die tydperk eindigende.....19.....

Naam van firma.....

Adres.....

Naam van werknemer	Beroep	Bydraes tot fondse van die Raad vir die maand

Die volgende het ons diens verlaat:

Die volgende het by ons in diens getree:

Korrek gesertifiseer deur

Werkgewer (of ander gemagtigde persoon)

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2 1942 75c Vol. 9 Part 1 1966 R3
3 1948 75c 2 1967 R3
4 1948 75c 3 and 4

Vol. 5 1950 R3 1969 R6

Vol. 6 Part 1 1951 R1,50 Vol. 10 Part 1 1969 R3
2 1954 R2,50 2 1971 R3
3 1956 R2 3 1971 R3
4 1957 R2 4 1972 R3

Vol. 7 Part 1 1958 R2 Vol. 11 Part 1 and 2
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3 1961 R3 3 1974 R3
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CONTENTS

No.	Page No.	Gazette No.
GOVERNMENT NOTICE		
Manpower Utilisation, Department of Government Notice		
R. 2094 Industrial Conciliation Act (28/1956): Meat trade: East London.....	1	7264

INHOUD

No.	Bladsy No.	Koerant No.
GOEWERMENSKENNISGEWING		
Mannekragbenutting, Departement van Goewermenskennisgewing		
R. 2094 Wet op Nywerheidsversoening (28/1956): Vleisbedryf: Oos-Londen.....	1	7264

