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[No. 134.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1227.] [15 December 1961.
INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

MEAT TRADE, EAST LONDON.

I, ALFRED ERNEST TROLLIP, Minister of Labour,
hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Meat Trade, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2, 20 and 21, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Trade in the Magisterial District of East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 5 (3) (e), 20 and 21, shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MEAT TRADE, EAST LONDON.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 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.

A—2053532

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1227.] [15 Desember 1961.
WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

VLEISBEDRYF, OOS-LONDEN.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Vleisbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1, 2, 20 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde bedryf in die landdrostdistrik Oos-Londen; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1, 2, 5 (3) (e), 20 en 21, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die landdrostdistrik Oos-Londen *mutatis mutandis* bindend is vir alle Naturelle in diens 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 Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE VLEISBEDRYF (OOS-LONDEN).

OOREENKOMS

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

East London Meat Traders' Association
(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

East London Meat Trade Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being parties of the Industrial Council for the Meat Trade, East London.

1. SCOPE OF APPLICATION OF AGREEMENT.

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 and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section *forty-eight* of the Act, and shall remain in force for two years or for such period as may be determined by him.

3. DEFINITIONS.

(1) Any terms used in this Agreement, which are defined in the Act, shall have the same 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 context—

"Act" means the Industrial Conciliation Act, No. 28 of 1956; "first blockman" means a qualified blockman in charge of a retail butcher's shop in which one or more blockmen are employed;

"qualified blockman" means an employee other than a casual blockman, a blockman's assistant, or a labourer, who cuts up meat or serves customers in any retail butcher's shop, and who may, in addition, do any other work necessary in a butcher's shop and who has had not less than five years' experience;

"unqualified blockman" means an employee who has had less than five years' experience in the meat trade, and who is engaged in learning the work of a blockman;

"blockman's assistant" means an employee other than an unqualified blockman or a labourer, who, under the supervision of a qualified blockman, assists such blockman in cutting up meat for sale, making sausages, mincing and/or pumping meat, and who may serve non-European customers; "clerical employee" means an employee who is wholly or mainly engaged in any form of clerical work and includes a cashier, telephone operator, bookkeeper;

"clerical employee, qualified" means a male clerical employee who has had not less than five years' experience or a female clerical employee who has had not less than four years' experience, as the case may be;

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

"Council" means the Industrial Council for the Meat Trade (East London), deemed to be registered in terms of section *nineteen* of the Industrial Conciliation Act, 1956;

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

"experience" means the total length of all periods of employment an employee has had in one or more occupations in the Meat Trade, both before and subsequent to the date of commencement of this Agreement and includes any period or periods, not exceeding in all one month during any period of twelve (12) consecutive months during which an employee has been absent from work due to causes beyond the employee's control;

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

"hourly wage" means—

(1) the daily wage divided by 8 in respect of employees for whom wages are prescribed in clause 4 (c);

(2) the weekly wage divided by—

(a) 46 in respect of employees for whom wages are prescribed in clause 4 (a), (d) and (h);

(b) 48 in respect of employees for whom wages are prescribed in clause 4 (g);

(c) in respect of employees for whom wages are prescribed in clause 4 (e);

(3) the monthly wage divided by 200 in respect of employees for whom wages are prescribed in clause 4 (b) and (f).

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

(a) Cleaning of a shop;

(b) the delivery of orders made up by a blockman;

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

(d) sawing up of soup meat;

(e) cleaning and chopping of bones;

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

(g) cleaning and grinding tools;

(h) plucking and dressing of poultry;

(i) pumping meat;

(j) mincing of meat;

(k) skinning and cleaning of game and calves;

(l) cutting up meat for the manufacture of small goods;

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalinge van hierdie Ooreenkoms moet in die landdrosdistrik Oos-Londen nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat in die Vleisbedryf betrokke is en deur werknemers wat lede van die vakvereniging is, in daardie Bedryf in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *ag-en-veertig* van die Wet mag vaststel en bly van krag vir twee jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKEYWING.

(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 sluit enige wysigings daarvan in, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook vrouens in; voorts, tensy dit onbestaanbaar is met die sinsverband, beteken—

„Wet”, die Wet op Nywerheidsversoening, Wet No. 28 van 1956;

„eerste blokman”, 'n gekwalifiseerde blokman in beheer van 'n kleinhandelslaghuys waarin een of meer blokmanne werk-saam is;

„gekwalifiseerde blokman”, 'n werknemer, uitgesonderd 'n los blokman, 'n blokman se assistent, of a arbeider, wat vleis opсны en wat klante in 'n kleinhandelslaghuys bedien en daar-benewens enige ander nodige werk in 'n slaghuys mag doen, met minstens vyf jaar ondervinding;

„ongekwalifiseerde blokman”, 'n werknemer met minder as vyf jaar ondervinding in die Vleisbedryf, en wat die werk van 'n blokman leer;

„blokman se assistent”, 'n werknemer, uitgesonderd 'n onge-kwalifiseerde blokman of arbeider, wat onder die toesig van 'n gekwalifiseerde blokman dié blokman behulpzaam is met die opсны van vleis vir verkoop, wors maak, vleis maal en/of pomp, en wat nie-Blanke klante mag bedien;

„klerklike werknemer”, 'n werknemer wat uitsluitlik of hoof-saaklik enige soort klerklike werk verrig, en sluit 'n kassier, telefonis en boekhouer in;

„klerklike werknemer, gekwalifiseer”, 'n manlike klerklike werk-nemer met minstens vyf jaar ondervinding, of 'n vroulike klerklike werknemer met minstens vier jaar ondervinding, na gelang van die geval;

„los werknemer”, 'n werknemer wat vir hoogstens drie dae in 'n week deur 'n bepaalde werkgewer in diens geneem word;

„Raad”, die Nywerheidsraad vir die Vleisbedryf (Oos-Londen) wat geag word ingevolge die bepalinge van artikel *negentien* van die Wet op Nywerheidsversoening, 1956, geregistreer te wees;

„bedryfsinrigting”, 'n plek waarin die Vleisbedryf beoefen word;

„ondervinding”, die totale duur van alle tydperke wat 'n werknemer in een of meer beroepe in die Vleisbedryf werk-saam was sowel voor as na die datum waarop hierdie Ooreenkoms in werking tree, en sluit enige tydperk of tydperke in wat altesaam nie meer as een maand gedurende 'n tydperk van twaalf (12) agtereenvolgende maande is nie, waarin 'n werknemer van die werk afwesig was weens oorsake buite die werknemer se beheer;

„Oos-Londen”, die landdrosdistrik Oos-Londen;

„uurloon”—

(1) die dagloon gedeel deur agt ten opsigte van werknemers vir wie lone in klousule 4 (c) voorgeskryf word;

(2) die weekloon gedeel deur—

(a) ses-en-veertig ten opsigte van werknemers vir wie lone in klousule 4 (a), (d) en (h) voorgeskryf word;

(b) agt-en-veertig ten opsigte van werknemers vir wie lone in klousule 4 (g) voorgeskryf word;

(c) nege-en-veertig ten opsigte van werknemers vir wie lone in klousule 4 (e) voorgeskryf word;

(3) die maandloon gedeel deur 200 ten opsigte van werk-nemers vir wie lone in klousule 4 (b) en (f) voorgeskryf word;

„arbeider”, 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:—

(a) 'n Winkel skoonmaak;

(b) bestellings wat deur 'n blokman opgemaak is, aflewer;

(c) bestellings van klante van buite die winkel versamel;

(d) sopvleis opsaag;

(e) bene skoonmaak en opkap;

(f) vet vir braaivet opсны en smelt;

(g) gereedskap skoon- en skerpmaak;

(h) pluimvee pluk en skoonmaak;

(i) vleis pomp;

(j) vleis maal;

(k) wild en kalwers afslag en skoonmaak;

(l) vleis vir die vervaardiging van vleisprodukte opсны;

"livestock" means any bull, bullock, cow, heifer, steer, calf, sheep, lamb, goat, pig or other quadruped intended for human consumption;
 "Law" includes the Common Law;
 "military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training which he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;
 "motor vehicle driver" means an employee wholly or mainly engaged in driving a motor vehicle used for the conveyance of goods, including livestock;
 "Meat Trade" means—

(a) without in any way limiting the ordinary meaning of 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 occupation and operations incidental thereto if so associated: For the purpose of this definition, meat includes fish and poultry;

(b) the slaughtering of livestock and the preservation or preparation for sale of the carcasses or any portion thereof;

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

"shop assistant" means an employee who assembles and parcels orders, records quantities and/or weights of goods, weighs goods for delivery, weighs and sells small goods and cutting and/or slicing and selling of cooked and/or processed meat, and/or pre-cut fresh meat;

"Secretary" means the Secretary of the Industrial Council for the Meat Trade, East London;

"head slaughterman" means a slaughterman in charge of one or more slaughtermen;

"slaughterman, first grade," means an employee engaged in killing and/or bleeding livestock and in flaying and/or dressing carcasses;

"slaughterman, second grade," means an employee performing one or more of the duties of a slaughterman, first grade, under the supervision of either a slaughterman, first grade, or a head slaughterman;

"slaughterman's assistant" means an employee who, under the supervision of a slaughterman, first grade, assists the slaughterman in an abattoir, but does not perform any of the duties of a slaughterman;

"smallgoodsman and/or bacon curer" means an employee other than a labourer 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;

"smallgoodsman and/or bacon curer, qualified," means a smallgoodsman and/or bacon curer who has had not less than five years' experience;

"smallgoodsman and/or bacon curer, unqualified," means a smallgoodsman and/or bacon curer who has had less than five years' experience.

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

4. WAGES AND COST OF LIVING ALLOWANCES.

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

	Per Week.	
	R	c
(a) First blockman.....	18	00
Blockman, qualified.....	16	00
Smallgoodsman and/or bacon curer (qualified).....	16	00
	Per Month.	
	R	c
(b) (i) Clerical employee (qualified male).....	55	00
(ii) Clerical employee (unqualified male)—		
during first year of experience.....	25	00
during second year of experience.....	28	00
during third year of experience.....	31	00
during fourth year of experience.....	36	00
during fifth year of experience.....	44	00

(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 Week.	
	R	c
(d) Unqualified blockman and/or small goodsman and/or bacon curer—		
during first year of experience.....	6	00
during second year of experience.....	7	00
during third year of experience.....	8	50
during fourth year of experience.....	10	00
during fifth year of experience.....	13	00

(e) Labourer (18 years old and over)..... 3 85
 Labourer (under 18 years)..... 2 75

"Wet" ook die gemeneereg;

"militêre opleiding", die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikel (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, verplig is om te ondergaan, maar omvat nie enige opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet mag verkies om te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"lewende hawe", enige bul, jong bul, koei, vers, jong os, kalf, skaap, lam, bok, vark of ander viervoetige dier bestem vir menslike verbruik;

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

"Vleisbedryf"—

(a) sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die hantering van vleis, hetsy vir die groot- of kleinhandel, met inbegrip van die bereiding van vleisprodukte as dit onder gewone omstandighede met die klein- of groothandelslaghuis-besigheid geassosieer word en met inbegrip van die beroepe en werksaamhede wat daaraan verbonde is as dit aldus daarmee geassosieer word; vir die toepassing van hierdie woordskrywing omvat vleis ook vis en pluimvee;

(b) die slag van lewende hawe en die preservering of bereiding van die karkasse of enige gedeelte daarvan vir verkoop;

"deeltidse werknemer", 'n werknemer wat as sodanig vir hoogstens 24 gewone uur in 'n week by dieselfde werkgever in diens is;

"winkelassistent", 'n werknemer wat bestellings opmaak en toedraai, aantekening hou van die hoeveelhede en/of gewigte van goedere, goedere vir aflewering weeg, vleisprodukte afweeg en verkoop en gekookte en/of behandelde vleis en/of vars vleis wat vooraf gesny is, opсны en/of in skyfies sny en verkoop;

"Sekretaris", die Sekretaris van die Nywerheidsraad vir die Vleisbedryf (Oos-Londen);

"hoofslagter", 'n slager wat aan die hoof staan van een of meer slagters;

"slagter, 1ste graad," 'n werknemer wat lewende hawe doodmaak en/of doodmaak deur bloedlating en karkasse afslag en/of skoonmaak;

"slagter, 2de graad," 'n werknemer wat een of meer van 'n slagter, 1ste graad, se pligte uitvoer onder die toesig van 'n slagter, 1ste graad, of 'n hoofslagter;

"slagtersassistent", 'n werknemer wat, onder die toesig van 'n slagter, 1ste graad, die slagter behulpsaam is by die slagpale, maar geen van 'n slagter se pligte uitvoer nie;

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

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

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

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

4. LONE EN LEWENSKOSTETOELAES.

(1) *Lone*.—Geen lone wat laer is as onderstaande mag deur 'n werkgever betaal of deur 'n werknemer aangeneem word nie:—

	Per week.	
	R	c
(a) Eerste blokman.....	18	00
Blokman, gekwalifiseer.....	16	00
Vervaardiger van vleisprodukte en/of 'n spekbereider (gekwalifiseer).....	16	00
	Per maand.	
	R	c
(b) (i) Klerklike werknemer (manlik, gekwalifiseer)....	55	00
(ii) Klerklike werknemer (manlik, ongekwalifiseer)—		
gedurende eerste jaar ondervinding.....	25	00
gedurende tweede jaar ondervinding.....	28	00
gedurende derde jaar ondervinding.....	31	00
gedurende vierde jaar ondervinding.....	36	00
gedurende vyfde jaar ondervinding.....	44	00

(c) Los werknemer: 'n Bedrag pro rata vir die werklike tydperk wat deur hom gewerk is teen die voorgeskrewe loon wat van toepassing is op die klas werk wat hy verrig.

	Per week.	
	R	c
(d) Ongekwalifiseerde blokman en/of vervaardiger van vleisprodukte en/of 'n spekbereider—		
gedurende eerste jaar ondervinding.....	6	00
gedurende tweede jaar ondervinding.....	7	00
gedurende derde jaar ondervinding.....	8	50
gedurende vierde jaar ondervinding.....	10	00
gedurende vyfde jaar ondervinding.....	13	00

(e) Arbeider (18 jaar en ouer)..... 3 85
 Arbeider (onder 18 jaar)..... 2 75

Per Month.

	R	c
(f) (i) Clerical employee (female) qualified.....	34	00
(ii) Clerical employee (female) unqualified—		
during first year of experience.....	20	00
during second year of experience.....	23	00
during third year of experience.....	26	00
during fourth year of experience.....	30	00
(g) Motor vehicle drivers:—		
Driver of a motor vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle—	Per Week.	
(i) does not exceed 1,000 lb.....	5	00
(ii) does exceed 1,000 lb.....	7	00
(h) Head slaughterman.....	17	00
Slaughterman, first grade.....	7	00
Slaughterman, second grade.....	6	00
Slaughterman's assistant.....	4	25
Blockman's assistant.....	5	00
(i) Shop assistant.....	6	00
(j) Part time employee: Not less than 60 per cent of the qualified wage at the prescribed rate applicable to the class of work he performs.		

(2) *Cost of Living Allowance.*—In addition to the wages payable to an employee in terms of this clause, an employer shall on each pay day pay to such employee a cost of living allowance not less than that laid down in War Measure No. 43 of 1942, as amended from time to time.

5. PAYMENTS OF WAGES AND RATES.

(1) Wages, overtime rates and other remuneration shall be paid in cash weekly on Saturdays to employees who are employed by the week, or on the usual payday of the establishment to employees who are paid on a monthly basis, or on termination of employment in the case of casual employees or other employees, if this should take place before the ordinary pay day of such employees.

(2) No employee shall be required as part of contract of his employment to board or lodge with his employer or at any place nominated by his employer or to purchase any goods from his employer. An employee who agrees to accept board or lodging, or both, from his employer shall not be required or allowed to pay more per week than—

	For Board and Lodging.	For Board only.	For Lodging only.
	R c	R c	R c
Labourers.....	0 50	0 30	0 20
All other employees....	1 50	1 00	0 50

(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 wages or payment for overtime; provided that—

- except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on instructions or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the wage which such employee was receiving at the time thereof;
- an employer may deduct from such amounts, in the case of an employee who agrees to board and/or lodge with him, an amount not exceeding the amount provided for in sub-clause (2) of this clause.
- where an employer is compelled by any law or ordinance or legal process to make payment for or on behalf of an employee, any such amount so paid may be deducted;
- with the written consent of his employee, a deduction may be made for holiday, sick benefit, insurance, savings, provident or pension funds, or 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 Native village under the control of such Council or local authority;
- with the written consent of his employee, subscriptions to the trade union;
- whenever the ordinary hours of work prescribed in clause 7 are reduced on account of short time, a deduction may be made in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week; provided that no deduction shall be made—
 - in a 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;
 - 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 due 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.

Per maand.

	R	c
(f) (i) Klerklike werknemer (vroulik), gekwalifiseer..	34	00
(ii) Klerklike werknemer (vroulik), ongekwalifiseer—		
gedurende eerste jaar ondervinding.....	20	00
gedurende tweede jaar ondervinding.....	23	00
gedurende derde jaar ondervinding.....	26	00
gedurende vierde jaar ondervinding.....	30	00
(g) Motorvoertuigbestuurders:—		
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur so 'n voertuig getrek word—	Per week.	
(i) hoogstens 1,000 lb. is.....	5	00
(ii) meer as 1,000 lb. is.....	7	00
(h) Hoofslagter.....	17	00
Slagter, eerste graad.....	7	00
Slagter, tweede graad.....	6	00
Slagtersassistent.....	4	25
Blokman se assistent.....	5	00
(i) Winkelassistent.....	6	00
(j) Deeltydse werknemer: Minstens 60 persent van die loon van 'n gekwalifiseerde werknemer teen die voorgeskryde loon wat van toepassing is op die klas werk wat hy verrig.		

(2) *Lewenskostetoelae.*—Benewens die loon wat ingevolge die bepaling van hierdie klousule aan 'n werknemer betaalbaar is, moet 'n werkgever op elke betaaldag aan sodanige werknemer 'n lewenskostetoelae betaal van minstens die bedrag wat in Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, vasgestel is.

5. BESOLDIGING EN LONE.

(1) Lone, oortydloone en ander besoldiging moet weekliks op Saterdag in kontant betaal word aan werknemers wat op 'n weeklikse grondslag in diens is, of maandeliks op die gewone betaaldag van die bedryfsinrigting aan werknemers wat op 'n maandelikse grondslag besoldig word, of by diensbeëindiging in die geval van los werknemers of ander werknemers, indien dit voor die gewone betaaldag van sodanige werknemers sou plaasvind.

(2) Van geen werknemer mag vereis word om as deel van sy dienskontrak by die werkgever of by 'n plek wat deur die werkgever aangewys word, te eet of in te woon, of om goedere van sy werkgever te koop nie. 'n Werknemer wat instem om etes of huisvesting of sowel etes as huisvesting van sy werkgever aan te neem, mag nie verplig of toegelaat word om meer per week te betaal nie as die volgende:—

	Vir etes en huisvesting.	Slegs vir etes.	Slegs vir huisvesting.
	R c	R c	R c
Arbeiders.....	0 50	0 30	0 20
Alle ander werknemers..	1 50	1 00	0 50

(3) Behoudens die bepaling van klousule 18, mag geen boetes gehef of bedrae van enige aard afgetrek word van die bedrae wat aan 'n werknemer verskuldig is vir lone en oortydwerk nie; met dien verstande dat 'n werkgever die volgende kan aftrek:—

- Uitgesonderd waar anders in hierdie Ooreenkoms bepaal word, 'n bedrag in verhouding tot die tydperk van afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer ten tyde van die afwesigheid ontvang het, wanneer 'n werknemer, uitgesonderd op die bevel of versoek van sy werkgever, van die werk afwesig is;
- in die geval van 'n werknemer wat instem om etes en/of huisvesting by hom aan te neem, van sodanige bedrae 'n bedrag wat nie die bedrag wat in subklousule (2) van hierdie klousule bepaal word, te bowe gaan nie;
- waar 'n werkgever by enige wet, ordonnansie of regs-geding verplig is om vir of ten behoeve van 'n werknemer 'n betaling te doen, enige sodanige bedrag wat aldus betaal is;
- met die skriftelike toestemming van sy werknemer, 'n bedrag vir vakansie-, siektebystand-, versekerings-, spaar-, voorsorgs- of pensioenfonds, of 'n bedrag wat 'n werkgever aan 'n munisipale raad of ander plaaslike bestuur betaal het ten opsigte van die huur van 'n huis of akkommodasie in 'n koshuis wat sodanige werknemer okkupeer in 'n lokasie of Naturelledorp onder die beheer van sodanige raad op plaaslike bestuur;
- met die skriftelike toestemming van sy werknemer, ledes-geld aan 'n vakvereniging;
- wanneer die gewone werkure wat in klousule 7 voorgeskryf word, weens korttyd verminder word, 'n bedrag ten opsigte van elke uur van sodanige vermindering, van die werknemer se weekloon, gedeel deur die getal gewone werkure wat sodanige werknemer in 'n week gewerk het; met dien verstande dat geen bedrag afgetrek mag word nie—
 - in die geval van korttyd wat as gevolg van 'n tekort aan grondstowwe ontstaan, tensy die werkgever sy werknemer 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
 - in die geval van korttyd wat ontstaan as gevolg van slegte weersomstandighede of 'n algemene onklaarraking van installasie of masjinerie of 'n dreigende onklaarraking van geboue weens ongelukke of 'n ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk is nie, tensy die werkgever sy werknemer die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie.

(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.

(5) An employer may, if he so desires, apply to the Council for exemption from clauses 7 (1) (a) (iii), 8 (2) and 9 (1) of this Agreement in respect of a first blockman and/or smallgoodsman defined in clause 3; provided that such employee be in receipt of a salary of not less than 1,080 rand per annum.

6. PROPORTION OR RATIO OF EMPLOYEES.

(1) (a) *Slaughterman*.—An employer shall not employ a slaughterman, second grade, unless he has in his employ a slaughterman, first grade, and for each slaughterman, first grade, in his employ, not more than two slaughterman, second grade, shall be employed.

(b) *Slaughterman's Assistant*.—An employer shall not employ a slaughterman's assistant, unless he has a slaughterman, first grade or second grade, in his employ, and for each slaughterman, first grade or second grade, in his employ, not more than two slaughterman's assistants shall be employed.

(2) *Blockman*.—An employer shall not employ an unqualified blockman unless he has in his employ a qualified blockman, and for each qualified blockman employed, not more than one unqualified blockman may be employed.

(3) For the purpose of this clause an employer who is wholly or mainly engaged in performing the duties of a slaughterman or a blockman in connection with his establishment, may be deemed to be a slaughterman or a blockman, as the case may be; 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 blockman or a qualified slaughterman, as the case may be; 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 blockman or a qualified slaughterman, for the purpose of this clause, in respect of a specified shop or abattoir, as the case may be.

(4) Where an employer carries on the retail meat trade in more than one shop or the slaughtering of livestock in more than one abattoir, such employer shall not, for the purpose of this clause, be reckoned as a qualified blockman or a qualified slaughterman in respect of more than one shop or one abattoir, as the case may be.

(5) An employer shall not employ a shop assistant unless he has in his employ a qualified blockman and for each qualified blockman not more than one shop assistant may be employed by him.

(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 an employee employed in or in connection with the meat trade, other than a casual employee or a part time employee—

(i) a motor vehicle driver, 48 in a week of six working days; provided that not more than 10 hours are worked on any one day;

(ii) a labourer, 49 in a week of six working days; provided that not more than 10 hours are worked on any one day;

(iii) all other employees employed in or in connection with a 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, and 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;

(iv) 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;

(b) 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 paragraphs (a) (iii) and (b), the said ordinary hours of work may be exceeded by not more than fifteen minutes and such excess shall not be reckoned as part of the ordinary hours of work or overtime;

(4) Ingeval die besigheid van 'n werkgewer nie die indiensneming van 'n voltydse vrugmotorbestuurder vereis nie, word die werkgewer toegelaat om 'n werknemer te besoldig teen die voorgeskrywe loon vir die tyd wat werklik op die vrugmotor gewerk is. Vir die res van die werknemer se tyd moet betaal word teen die heersende loon vir die soort werk wat hy verrig.

(5) 'n Werkgewer mag, indien hy dit verkies, by die Raad aansoek doen om vrystelling van klousule 7 (1) (iii), 8 (2) en 9 (1) van hierdie Ooreenkoms ten opsigte van 'n eerste blokman en/of vervaardiger van vleisprodukte soos in klousule 3 omskryf word; met dien verstande dat sodanige werknemer 'n salaris van minstens R1,080 per jaar ontvang.

6. GETALVERHOUDING VAN WERKNEMERS.

(1) (a) *Slagter*.—'n Werkgewer mag nie 'n slagter, 2de graad, in diens neem nie tensy daar 'n slagter, 1ste graad, by hom in diens is, en vir elke slagter, 1ste graad, wat by hom in diens is, mag hoogstens twee slagters, 2de graad, in diens geneem word.

(b) *Slagtersassistent*.—'n Werknemer mag nie 'n slagtersassistent in diens neem nie, tensy daar 'n slagter, 1ste graad of 2de graad, by hom in diens is, en vir elke slagter, 1ste of 2de graad wat by hom in diens is, mag hoogstens twee slagtersassistenten in diens geneem word.

(2) *Blokman*.—'n Werkgewer mag nie 'n ongekwalifiseerde blokman in diens neem nie, tensy daar 'n gekwalifiseerde blokman by hom in diens is, en vir elke gekwalifiseerde blokman wat in diens is, mag hoogstens een ongekwalifiseerde blokman in diens geneem word.

(3) Vir die toepassing van hierdie klousule mag 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n slagter of 'n blokman in verband met sy bedryfsinrigting verrig, as 'n slagter of 'n blokman, na gelang van die geval, beskou word; met dien verstande dat—

(i) hy die Raad oortuig dat hy weens sy praktiese kennis van die Bedryf bevoeg is om die werk van 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter, na gelang van die geval, 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 homself as 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter te beskou vir die toepassing van hierdie klousule, ten opsigte van 'n bepaalde slaghuys of slagpale, na gelang van die geval.

(4) Indien 'n werkgewer die kleinhandelvleisbedryf in meer as een slaghuys of die slag van lewende hawe by meer as een slagpale uitoefen, mag sodanige werkgewer vir die toepassing van hierdie klousule nie ten opsigte van meer as een slaghuys of een slagpale as 'n gekwalifiseerde blokman of 'n gekwalifiseerde slagter, na gelang van die geval, gereken word nie.

(5) 'n Werkgewer mag nie 'n winklassistent in diens neem nie, tensy daar by hom 'n gekwalifiseerde blokman in diens is en vir elke gekwalifiseerde blokman wat by hom in diens is, kan hoogstens een winklassistent deur hom in diens geneem word.

(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 mag hoogstens die volgende wees:—

(a) In die geval van 'n werknemer, uitgesonderd 'n los werknemer of 'n deeltydse werknemer, wat in of in verband met die Vleisbedryf werksaam is—

(i) 'n motorvoertuigbestuurder, 48 in 'n week van ses werkdae; met dien verstande dat hoogstens 10 uur op 'n enkele dag gewerk word;

(ii) 'n arbeider, 49 in 'n week van ses werkdae; met dien verstande dat hoogstens 10 uur op 'n enkele dag gewerk word;

(iii) alle ander werknemers wat werksaam is in of in verband met 'n slaghuys, 46 in 'n week van ses werkdae; met dien verstande dat daar hoogstens nege uur op 'n enkele dag gewerk word, behalwe Vrydae, wanneer daar 10 uur gewerk mag word, maar wanneer sodanige Vrydae openbare vakansiedae is, mag 10 uur op die voorafgaande Donderdag gewerk word, en voorts met dien verstande dat waar 'n openbare vakansiedag in 'n week voorkom, die ure wat 'n werknemer gewoonlik werk op 'n bepaalde dag waarop die openbare vakansiedag voorkom, ingesluit moet word wanneer die weeklikse totaal van 46 uur bereken word;

(iv) alle ander werknemers, uitgesonderd diegene wat werksaam is in of in verband met 'n kleinhandelslaghuys, 46 uur per week; met dien verstande dat hoogstens 10 uur op 'n enkele dag gewerk word;

(b) in die geval van 'n deeltydse werknemer, hoogstens 24 uur in 'n week en in die geval van 'n los werknemer, agt uur op 'n dag; met dien verstande dat—

(i) as van 'n werknemer in 'n kleinhandelslaghuys vereis word om 'n klant te bedien na voltooiing van die gewone werkure wat in paragraaf (a) (iii) en (b) voorgeskryf word, genoemde gewone werkure met hoogstens 15 minute oorskry mag word en sodanige verlenging nie as deel van die gewone werkure of oortydure gereken mag word nie;

- (ii) where on any one 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) (i) may on the remaining days of the week be exceeded by not more than one hour if by such extension the weekly limitation of 48 hours is not exceeded.

(2) An employer shall not require his employee in or in connection with a butcher's shop to work for more than five hours continuously without an interval of not less than one hour, except on a Saturday morning when the interval shall be 15 minutes; provided that—

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

(b) all time shall be completed in a spreadover of twelve hours.

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

(4) (a) No employer shall employ his employees later than 1 p.m. on Saturdays.

(b) No employee in regular employment with an employer in the Meat Trade shall be permitted to work for a second employer in the 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.

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 labourer shall each day enter in a time register, which his employer shall provide, the time he starts work and the time he finally ceases work for the day, 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 periods during the day during which he was not employed. An employee shall initial every entry made in such register.

9. OVERTIME.

(1) All time worked in excess of the number of hours prescribed in respect of a day or week in sub-clause (1) of clause 7 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, six hours in any one week, or 80 hours in any one year.

(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 and cost of living allowance he is receiving, divided by the number of weekly ordinary hours of work prescribed for such employee in sub-clause (1) of clause 7;

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

(c) to his part time employee, who works overtime, not less than one and a half times the weekly wage and cost of living allowance 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 employee shall be employed on a Sunday without permission from the Council, provided, however, that the Chairman, Vice-Chairman and Secretary shall be empowered to grant such exemptions in cases of emergency, subject to confirmation by 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 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.

- (ii) as van 'n werknemer wat werksaam is in of in verband met 'n bedryfsinrigting, uitgesonderd 'n kleinhandel-slaghuis, of 'n motorvoertuigbestuurder op enige dag vereis word om op een enkele dag in elke week vir minder as 10 uur te werk, die beperking van 10 uur wat by paragraaf (a) (i) voorgeskryf word, op die ander dae van die week met hoogstens een uur oorskry mag word indien die weeklikse beperking van 48 uur nie deur sodanige verlenging oorskry word nie.

(2) 'n Werkgewer mag nie van sy werknemer wat werksaam is in of in verband met 'n slaghuis, vereis om vir langer as vyf uur ononderbroke te werk sonder 'n pouse van minstens een uur nie, behalwe op 'n Saterdagmôre, wanneer die pouse 15 minute moet wees; met dien verstande dat—

(a) werktidperke wat deur pouses van korter as 'n uur onderbreek word, as deurlopend geag word;

(b) alle tyd in 'n werkdag van 12 uur voltooi moet word.

(3) Behoudens die bepalings van subklousule (2), moet alle werkure agtereenvolgend wees.

(4) (a) Geen werkgewer mag sy werknemers na 1 nm. op Saterdag laat werk nie.

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

8. TYDSTATE, PRESENSIE- EN LOONREGISTERS.

(1) Elke werkgewer moet op 'n opvallende plek in sy slaghuis 'n „tydstaat" vertoon waarop die tyd aangetoon word wat daaglik deur elke werknemer vir die daaropvolgende week gewerk moet word.

(2) Elke werknemer, uitgesonderd 'n arbeider, moet elke dag, in 'n tydregister wat deur sy werkgewer verskaf moet word, sowel die tyd wanneer hy begin en ophou werk vir die dag, as die besonderhede betreffende die tyd wanneer hy vir die etenspouse ophou werk en wanneer hy weer daarna begin werk en die begin- en ophoutyd van enige ander tydperke wanneer hy gedurende die dag nie gewerk het nie, opteken. 'n Werknemer moet elke inskrywing wat in sodanige register gemaak word, parafeer.

9. OORTYDWERK.

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

(2) 'n Werkgewer mag nie van sy werknemer vereis om vir langer as twee uur op 'n enkele dag, ses uur in 'n enkele week of tagtig uur in 'n enkele jaar oortyd te werk nie.

(3) 'n Werkgewer moet—

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

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

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

ten opsigte van elke uur of deel van 'n uur wat altesaam in 'n enkele week gewerk is.

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

10. WERK OP SONDAG EN BESOLDIGING.

(1) Geen werknemer mag sonder toestemming van die Raad op 'n Sondag werk nie, met dien verstande egter dat die Voor-sitter, Ondervoorsitter en Sekretaris gemagtig moet word om in gevalle van nood sodanige vrystellings toe te staan, onderworpe aan die goedkeuring van die Raad.

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

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

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

11. HOLIDAYS AND PAYMENTS.

(1) 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 above referred to, between the hours of 6 a.m. and 9 a.m. and shall pay such employee at the rate of one and a half times his hourly wage for each hour or part of an hour so worked.

(2) Each employee for whom wages are prescribed in clause 4 (1) (a), (b), (d), (f), (i) and (j) 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) (e), (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. The employer shall fix the time when such leave shall be taken so as to commence within the month after the termination of a year's service, but this leave shall not run concurrently within any period of compulsory training under the Defence Act 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) When the service of an employee, for whom wages are prescribed in clause 4 (1) (a), (b), (d), (f) and (i), is terminated before the completion of a year's service, but after the completion of one month's service, the employer shall for and in lieu of leave, pay to the employee for such 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 terminated. In the case of a monthly paid employee "week's pay" shall be deemed to be monthly rate divided by four and one-third.

(b) When the service of an employee, for whom wages are prescribed in clause 4 (1) (e), (g) and (h) is terminated before the completion of a year's service, but after the 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 one twenty-sixth of a week's pay at the rate the employee was receiving when such service terminated. 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 trade.

(5) For the purpose 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 instructions or at the request of his employer;
- (d) on military training;

amounting in any year to not more than ten weeks in respect of items (a), (b) and (c), plus any period of military training up to a maximum of three 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 force 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 force 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 force 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), (f), (i) and (j) is terminated after the completion of any year's service, but before such annual leave has been granted in terms of sub-clause (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 purpose of this sub-clause 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.

11. VERLOF EN BESOLDIGING.

(1) Elke werknemer is geregtig op verlof met volle besoldiging op alle openbare vakansiedae; met dien verstande dat wanneer twee openbare vakansiedae op agtereenvolgende dae val, 'n werkgewer van 'n werknemer mag vereis om op die tweede dag wat hierbo genoem word, vir hoogstens drie uur tussen die ure 6 vm. en 9 vm. te werk, en dié werknemer teen een en 'n half maal sy uurloon vir elke uur of deel van 'n uur aldus gewerk, moet besoldig.

(2) Aan elke werknemer vir wie lone in klousule 4 (1) (a), (b), (d), (f), (i) en (j) voorgeskryf word, moet daar in die loop van elke diensjaar by dieselfde werkgewer drie agtereenvolgende weke afwesigheidsverlof met volle besoldiging toegestaan word, en aan elke werknemer vir wie lone in klousule 4 (1) (e), (g) en (h) voorgeskryf word, moet daar in elke diensjaar by dieselfde werkgewer twee agtereenvolgende weke afwesigheidsverlof met volle besoldiging toegestaan word; met dien verstande dat as 'n openbare vakansiedag binne die verloftydperk wat toegestaan is, val, sodanige vakansiedag by genoemde verloftyd met volle besoldiging gevoeg moet word. Die werkgewer moet die tyd vasstel wanneer die verlof geneem moet word sodat dit binne die maand na die verstryking van 'n jaar diens begin, maar hierdie verlof mag nie met enige tydperk van verpligte opleiding ingevolge die Verdedigingswet of siekteverlof, toegestaan kragtens klousule 12, saamval nie. Die werkgewer moet aan sy werknemer sy loon vir die verloftydperk betaal voordat sodanige werknemer met verlof gaan.

(3) (a) Wanneer die diens van 'n werknemer vir wie lone in klousule 4 (1) (a), (b), (d), (f) en (i) voorgeskryf word beëindig word voor die voltooiing van een jaar diens maar na die voltooiing van een maand diens, moet die werkgewer vir en in plaas van verlof vir elke voltooië week diens in die onvoltooië jaar drie twee-en-vyftigstes van sy weekloon aan die werknemer betaal teen die loon wat die werknemer ontvang het toe sodanige diens geëindig het. In die geval van 'n werknemer wat maandeliks besoldig word, word "weekloon" geag die maandelikse loon gedeel deur vier en 'n derde te wees.

(b) Wanneer die diens van 'n werknemer vir wie lone in klousule 4 (1) (e), (g) en (h) voorgeskryf word, beëindig word voor die voltooiing van een jaar diens, maar na die voltooiing van een maand diens, moet die werkgewer vir en in plaas van verlof vir elke voltooië week diens in die onvoltooië jaar een ses-en-twintigste van sy weekloon aan die werknemer betaal teen die loon wat die werknemer ontvang het by die beëindiging van sodanige diens. In die geval van 'n werknemer wat maandeliks besoldig word, word die "weekloon" geag die maandelikse loon-skaal gedeel deur vier en 'n derde te wees.

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

(5) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk in te sluit ten opsigte waarvan 'n werkgewer kragtens klousule 14 'n werknemer betaal in plaas van kennisgewing en ook enige tydperk of tydperke wat 'n werknemer afwesig is—

- (a) met verlof kragtens hierdie klousule;
- (b) met siekteverlof kragtens klousule 12;
- (c) op bevel of op die versoek van sy werkgewer;
- (d) terwyl hy militêre opleiding ondergaan;

wat altesaam hoogstens 10 weke in 'n jaar beloop ten opsigte van item (a), (b) en (c), plus enige tydperk van militêre opleiding tot 'n maksimum van drie 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 laaste op sodanige verlof kragtens sodanige Wet geregtig geword het;
- (ii) in die geval van 'n werknemer wat in diens was voor die inwerking-treding van hierdie Ooreenkoms en op wie 'n Wet wat voorsiening maak vir jaarlikse verlof, van toepassing was, maar wat nie op 'n tydperk van jaarlikse verlof daarkragtens geregtig geword het nie, op die datum waarop sodanige diens 'n aanvang geneem het;
- (iii) in die geval van enige ander werknemer, op die datum waarop sodanige werknemer by sy werkgewer in diens getree het of op die datum waarop hierdie Ooreenkoms in werking tree, naamlik die jongste datum.

(6) (a) Wanneer die diens van 'n werknemer vir wie lone in klousule 4 (1) (a), (b), (d), (f), (i) en (j) voorgeskryf word, beëindig word na voltooiing van een jaar diens maar voordat sodanige jaarlikse verlof kragtens subklousule (2) toegestaan is, moet die werkgewer by sodanige beëindiging in plaas van verlof vir elke maand van sodanige diens een kwart van 'n weekloon aan die werknemer betaal teen die loon wat die werknemer by beëindiging van sy diens ontvang het. Vir die toepassing van hierdie subklousule word daar geag dat "weekloon" in die geval van 'n werknemer wat maandeliks besoldig word, die maandloon gedeel deur vier en 'n derde is.

(b) Where the service of an employee, for whom wages are prescribed in clause 4 (1) (e), (g) and (h) is terminated after the completion of any year's service, but before annual leave has been granted, in terms of sub-clause (2), the employer shall upon such termination pay to the employee in lieu of leave one-sixth of a week's pay of each month of such service at the rate the employee was receiving when his service was terminated. For the purpose of this sub-clause 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.

12. SICK LEAVE AND PAYMENTS.

(1) An employer shall grant to his employee who, after four months' 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;
- (b) in the case of an employee who works a six-day week, not less than 24 work days; and
- (c) in the case of an employee who works a seven-day week, not less than 28 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 two years 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 sub-clause (1) (a);
- (ii) an employer may, as a condition precedent to the 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;
- (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 purpose 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 instructions or at the request of his employer;
- (d) on military training;

amounting in any year to not more than 10 weeks in respect of items (a), (b) and (c) plus a period of up to three months military training 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 purpose of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement.

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 sub-clause (1) of this clause, 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 five years' service, is not sufficiently qualified as a blockman, or is not capable of performing all the duties of a blockman, 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 provisions 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;

in the case of a weekly paid employee, an employer and his employee, other than a casual employee, shall give not less than one week's notice to terminate a contract of service.

(2) Monthly paid employees shall give or be given not less than one calendar month's notice of termination of employment, in writing, to take effect from the first day of the month following that in which notice is given.

(b) Waar die diens van 'n werknemer vir wie lone voorgeskryf word in klousule 4 (1) (e), (g), en (h), beëindig word na die voltooiing van 'n jaar diens, maar voordat jaarlikse verlof kragtens subklousule (2) toegestaan is, moet die werkgever by sodanige beëindiging aan die werknemer, in plaas van verlof, een sesde van 'n week se loon ten opsigte van elke maand van sodanige diens betaal teen die loon wat die werknemer ontvang het toe sy diens beëindig is. Vir die toepassing van hierdie subklousule word 'n „week se loon", in die geval van 'n werknemer wat maandeliks betaal word, geag die maandloon gedeel deur vier en 'n derde te wees.

12. SIEKTEVERLOF EN BESOLDIGING.

(1) 'n Werkgever moet aan sy werknemer wat na vier maande diens by hom van werk afwesig is weens siekte of 'n ongeluk, wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk wat kragtens die Ongevalwet, 1941, vergoedbaar is—

- (a) in die geval van 'n werknemer wat 'n vyfdaagse week werk, altesaam minstens 20 werkdag;
- (b) in die geval van 'n werknemer wat 'n sesdaagse week werk, altesaam minstens 24 werkdag; en
- (c) in die geval van 'n werknemer wat 'n sewedaagse week werk, altesaam minstens 28 dae;

siekteverlof bestaan gedurende elke kringloop van twee jaar diens en moet aan hom ten opsigte van die 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 twee jaar diens nie geregtig is op siekteverlof met volle besoldiging van meer as een dag ten opsigte van elke maand diens by dieselfde werkgever nie, onderworpe aan 'n maksimum van 10 dae in elke jaar ten opsigte van 'n werknemer in subklousule (1) (a) genoem;
- (ii) 'n werkgever as 'n voorafgestelde voorwaarde vir sy betaling van enige bedrag deur 'n werknemer geëis ten opsigte van enige tydperk van afwesigheid weens siekte, van die werknemer mag vereis om 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, in te dien, wat die aard en duur van die werknemer se siekte bevestig;
- (iii) waar daar van 'n werkgever by enige wet vereis word om hospitaalgeld te betaal ten opsigte van 'n werknemer en hy sodanige geld betaal, dié betaalde bedrag afgetrek mag word van die bedrag wat kragtens 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 afwesig is—

- (a) met siekteverlof kragtens hierdie klousule;
- (b) met verlof kragtens klousule 11;
- (c) op die bevel of op versoek van sy werkgever;
- (d) terwyl hy militêre opleiding ondergaan;

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

13. DIENSSERTIFIKAAT.

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

(2) Ondanks enige bepalings in subklousule (1) van hierdie klousule vervat, moet die Raad, indien daar enige twyfel omtrent die kwalifikasies van 'n werknemer bestaan, die kwalifikasies van sodanige werknemer vasstel, hetsy hy die ondervinding binne of buite die landdrostdistrik Oos-Londen opgedoen het of nie.

(3) Waar 'n werkgever vind dat 'n werknemer na die voltooiing van vyf jaar diens nie genoegsaam as 'n blokman gekwalifiseer is nie, of nie in staat is om al die pligte van 'n blokman na te kom nie, mag sodanige werkgever die Raad vra om oor dié werknemer se kwalifikasies te beslis.

14. DIENSBEÏNDIGING.

(1) Behoudens—

- (a) die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing om enige regsgeldige rede te beëindig; of
- (b) die bepalings van enige skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir albei partye en vir langer as 'n week;

in die geval van 'n weekliks betaalde werknemer, moet 'n werkgever en sy werknemer, uitgesonderd 'n los werknemer, minstens een week kennis gee om 'n dienskontrak te beëindig.

(2) Maandeliks betaalde werknemers moet minstens een kalendermaand skriftelik kennis van diensbeëindiging gee of gegee word, en dit tree in werking vanaf die eerste dag van die maand wat volg op daardie maand waarin kennis gegee word.

(3) An employer or his employee shall be entitled to terminate the contract of employment without the notice prescribed or agreed upon in terms of sub-clauses (1) and (2) of this clause by paying or forfeiting one week's remuneration in respect of weekly paid employees and one month's remuneration in respect of monthly paid employees or remuneration in respect of the period agreed upon in terms of sub-clause (1) (b) of this clause.

(4) 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 is required to undergo military training.

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

15. PREMIUMS.

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

16. EXISTING CONTRACTS.

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

17. EXEMPTIONS.

(1) The Council may 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 sub-clause (1) of this clause, 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, whether or not the period for which the exemption was granted has expired.

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

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions fixed in accordance with the provisions of sub-clause (2) of this clause, subject to which such exemption is granted; and
- the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- number consecutively all licences issued;
- retain a copy of each licence issued; and
- where an exemption is granted to an employee, forward a copy of the licence to the employer concerned, and a further copy to the Divisional Inspector, Department of Labour, East London.

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:—

- Every employer shall in respect of each business he owns or conducts, pay to the Council an annual contribution of R4. Such sum shall become due on date of commencement 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 date due.
- Twenty-five cents per month shall be deducted by each employer from the wages of each of his employees who are in receipt of wages exceeding R8 per week, and ten cents per month shall be deducted by each employer from the wages of each of his employees who are in receipt of wages not exceeding R8 per week; provided that, for the purpose of this clause, the expression "wages" shall be deemed to include the cost of living allowance payable to an employee in terms of Clause 4 (2) of this Agreement.

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

19. REGISTRATION OF EMPLOYERS AND EMPLOYEES.

(1) 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 the 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—

- the full name of his business;
- his business address;
- the full name of each employee, the capacity in which he is employed and the wages paid.

(3) 'n Werkgewer of sy werknemer is geregtig om die dienskontrak te beëindig sonder die kennisgewing wat voorgeskryf word ingevolge of waarvoor ooreengekom is kragtens subklousule (1) en (2) van hierdie klousule, deur een week se besoldiging te betaal of te verbeur ten opsigte van weekliks betaalde werknemers en een maand se besoldiging ten opsigte van maandeliks betaalde werknemers of besoldiging ten opsigte van die tydperk waarvoor ooreengekom is kragtens subklousule (1) (b) van hierdie klousule.

(4) Die kennisgewingtydperk in hierdie klousule genoem, mag nie saamval nie met, en kennis mag nie gegee word nie gedurende 'n werknemer se afwesigheid met jaarlikse verlof, siekteverlof of enige tydperk wat die werknemer verplig is om militêre opleiding te ondergaan.

(5) Ondanks enige bepalings wat in hierdie klousule vervat is, tree een week kennisgewing, in die geval van 'n arbeider, in werking vanaf die dag waarop kennis gegee word.

15. PREMIES.

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

16. BESTAANDE KONTRAKTE.

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

17. VRYSTELLINGS.

(1) Die Raad kan om enige goeie of voldoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

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

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

- Die volle naam van die betrokke persoon;
 - die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes wat ooreenkomstig die bepalings van subklousule (2) van hierdie klousule vasgestel is, waarop sodanige vrystelling toegestaan word; en
 - die tydperk waarin die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- alle lisensies wat uitgereik is, in volgorde nummer;
 - 'n afskrif hou van elke lisensie wat uitgereik is; en
 - waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer en nog 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Oos-Londen, stuur.

18. FONDSE VAN DIE RAAD.

(1) Die fondse van die Raad, waarvoor die Raad die beskikingsreg het en wat deur hom geadmistreer moet word, word soos volg verkry:—

- Elke werkgewer moet ten opsigte van elke besigheid wat hy besit of bestuur, 'n jaarlikse bydrae van R4 aan die Raad betaal. Sodanige bedrag is verskuldig op die datum waarop hierdie Ooreenkoms in werking tree of op die datum waarop die werkgewer in die Vleisbedryf begin werk, naamlik die jongste datum, en dit moet binne twee weke betaal word na die datum waarop dit verskuldig is.
- Vyf-en-twintig sent per maand moet deur elke werkgewer afgetrek word van die loon van elkeen van sy werknemers wat lone van meer as R8 per week ontvang, en 10 sent per maand moet deur elke werkgewer afgetrek word van die loon van elkeen van sy werknemers wat lone van hoogstens R8 per week ontvang; met dien verstande dat, vir die toepassing van hierdie klousule daar geag word dat die uitdrukking „lone” die lewenskostoelae insluit wat ingevolge klousule 4 (2) van hierdie Ooreenkoms aan 'n werknemer betaalbaar is.

Die totale bedrag aldus afgetrek, moet voor of op die 10de dag van elke maand wat op die maand volg ten opsigte waarvan sodanige betalings verskuldig is, in die vorm wat in Aanhangsel A voorgeskryf word deur die werkgewer aan die Sekretaris van die Raad gestuur word.

19. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS.

(1) (a) Elke werkgewer in die Vleisbedryf wat dit nie alreeds ooreenkomstig die vorige Ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na dié datum in dié Bedryf begin, moet binne een maand vanaf die datum waarop hy daarin begin, die Sekretaris van die Raad verwittig van—

- die volle naam van sy besigheid;
- sy besigheidsadres;
- die volle naam van elke werknemer, die hoedanigheid waarin hy in diens is, en die loon wat aan hom betaal word.

(b) Where the employer is a partnership, information in accordance with paragraph (a) of this sub-section 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 sub-clause within fourteen 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 sub-clause (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 employer's organisation; provided that this clause shall not apply to—

- (a) labourers, motor vehicle drivers, clerical employees and employees for whom wages are not prescribed in this Agreement; or
- (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 Industry of any employee who, in the opinion of the Minister, has good cause for objecting to becoming or remaining a member of the 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 or her intention to visit the shop.

(5) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section 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 and in the form prescribed in the regulation under the Act.

23. EMPLOYMENT OF MINORS.

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

24. 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 *nineteen, twenty and twenty-one* 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 the Agreement are less favourable.

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

(c) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van enige verandering in die besonderhede wat hy ingevolge die bepalings van hierdie subklousule verplig is om te verstrek, en wel binne 14 dae na die datum van sodanige verandering.

(2) Die Sekretaris van die Raad moet 'n register hou van al die werkgewers, vennootskappe en werknemers wat in subklousule (1) van hierdie klousule genoem word.

20. AGENTE.

(1) Die Raad mag een of meer bepaalde persone as agente aanstel om met die toepassing van hierdie Ooreenkoms behulpzaam te wees. Dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié ondersoek in te stel en dié boeke en/of stukke te ondersoek wat vir hierdie doel nodig mag wees.

(2) Indien 'n werkgewer of werknemer na die mening van 'n agent versuim het om die bepalings van hierdie Ooreenkoms na te kom, mag die agent deur skriftelike kennisgewing en met vermelding van die opsig waarin die werkgewer of werknemer na sy mening in gebreke gebly het om die bepalings van hierdie Ooreenkoms na te kom, van dié 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 'n lid is van die Werkgewersorganisasie mag 'n werknemer in diens neem wat nie 'n lid van die vakvereniging is nie, en geen werknemer wat 'n lid is van die vakvereniging mag in diens tree by 'n werkgewer wat nie 'n lid van die Werkgewersorganisasie is nie; met dien verstande dat hierdie klousule nie van toepassing is nie op—

- (a) arbeiders, motorvoertuigbestuurders, klerklike werknemers en werknemers vir wie daar nie lone in hierdie Ooreenkoms voorgeskryf is nie; of
- (b) werkgewers en werknemers aan wie lidmaatskap, na die mening van die Raad, sonder redelike gronde geweier is en as die applikant dié weiering binne sewe dae daarna by die Raad aangemeld het;

voorts met dien verstande dat hierdie klousule nie van toepassing is nie op die indiensneming in die Bedryf van 'n werknemer wat na die mening van die Minister goeie redes het om beswaar te maak om lid van die vakvereniging te word of te bly.

(2) Bewys van lidmaatskap van die vakvereniging is die vertoning van 'n lidmaatskapskaart wat aandui dat die persoon daarin genoem se ledegeld nie meer as drie maande agterstallig is nie.

(3) 'n Persoon wat deur die vakvereniging en die Raad behoorlik skriftelik daartoe gemagtig is, kan 'n bedryfsinrigting op 'n tydstip wat vir die werkgewer gerieflik is binnegaan met die doel om—

- (a) werknemers in verband met aangeleenthede van die vakvereniging te spreek;
- (b) nuwe lede te werv;
- (c) kennisgewings wat deur die vakvereniging uitgereik is, te versprei; en
- (d) vakverenigingledegelde van lede in te vorder.

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

(5) Die bepalings van hierdie klousule is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Bedryf 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, die bepalings van hierdie artikel onmiddellik in werking tree.

22. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike landstale en in die vorm wat in die regulasies, uitgevaardig kragtens die Wet, voorgeskryf word, op 'n opvallende plek in sy bedryfsinrigting wat maklik toeganklik vir sy werknemers is, opklak en dit daar opgeklak hou.

23. INDIENSNEMING VAN MINDERJARIGES.

Geen werkgewer mag 'n persoon onder 15 jaar in diens neem nie.

24. TOEPASSING VAN DIE WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms is die bepalings in verband met werk- en oortydure en verlof wat vervat is in artikels *negentien, twintig en een-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van toepassing op werknemers werksaam in of in verband met 'n fabriek soos omskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vir sover die bepalings van die Ooreenkoms minder gunstig is.

A. E. TROLLIP,
Minister van Arbeid.

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