

EXTRAORDINARY



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14 JUNIE

[No. 2098.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1064.

14 June 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

**WHOLESALE MEAT TRADE, WITWATERS-
RAND.**

I, Marais Viljoen, Minister of Labour, hereby declare—

(a) in terms of section 48 (1) (a) as applied by section 48 (9) of the Industrial Conciliation Act, 1956, that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Wholesale Meat Trade shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers who, the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(b) in terms of section 48 (1) (b) as applied by section 48 (9) of the said Act, that the provisions of the said Agreement, excluding those contained in clauses 2, 5 (5) (f) and 13, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday 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 Districts of Krugersdorp, Randfontein (excluding the farms Moadowns 1, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 and Rietfontein 48), Alberton, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel; and

(c) in terms of section 48 (3) (a) as applied by section 48 (9) of the said Act, that in the Magisterial Districts of Krugersdorp, Randfontein (excluding the farms Moadowns 1, Leeuwpan 18, Ireton 19, Pahtiki 20,

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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1064.

14 Junie 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

**GROOTHANDEL VLEISBEDRYF, WIT-
WATERSRAND.**

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

(a) kragtens artikel 48 (1) (a), soos toegepas by artikel 48 (9), van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Groothandelvleisbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewers, die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens artikel 48 (1) (b), soos toegepas by artikel 48 (9), van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié in klousules 2, 5 (5) (f) en 13 vervat, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié in paragraaf (a) van hierdie kennisgewing vervat, wat betrokke is by of in diens is in genoemde Bedryf in die landdrosdistrikte Krugersdorp, Randfontein (uitgesonderd die plase Moadowns 1, Leeuwpan 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 en Rietfontein 48), Alberton, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel; en

(c) kragtens artikel 48 (3) (a), soos toegepas by artikel 48 (9), van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié in klousules 2, 5 (5) (f) en 13 vervat, vanaf die tweede Maandag na

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Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 and Rietfontein 48), Alberton, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel, and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 2, 5 (5) (f) and 13, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE.

CONCILIATION BOARD AGREEMENT FOR THE WHOLESALE MEAT TRADE (WITWATERSRAND).

AGREEMENT

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

Werknemersunie van die Suid-Afrikaanse Vleishandel (hereinafter referred to as the "trade union"), of the one part, and

The Witwatersrand and Pretoria Wholesale Butchers' Association (hereinafter referred to as the "employers' organisation"), and

Brixton Wholesale Meat Supply,
New Farmers' Meat Supply,
Premier Meat Supply and Cold Storage,
Siege Cold Storage and Meat Industries (Pty) Ltd,
South African Meat Supply (East Rand) (Pty) Ltd,
Star Butchery, and
Theron's Durban Butchery

(hereinafter referred to as the "individual employers"), of the other part,

being parties to the Conciliation Board for the Wholesale Meat Trade (Witwatersrand).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Krugersdorp, Randfontein (excluding the farms Moadowns 1, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 and Rietfontein 48), Alberton, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel by the individual employees and by all employers in the Wholesale Meat Trade who are members of the employers' organisation and all employees who are members of the trade union and for whom wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for a period of five years or such period as may be determined by the Minister.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, and any reference to an act, shall include any amendment of such act, further, unless inconsistent with the context—

"abattoir" means a place where cattle are slaughtered and shall include the whole of the area in which all activities, commencing from the off-loading of cattle, dead or alive, until the carcasses are loaded onto vehicles for distribution from the abattoir, are carried out;

"Act" means the Industrial Conciliation Act, 1956, as amended;

"boiler attendant" means an employee who, under general supervision, maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler;

"casual employee" means an employee who is employed by the same employer on not more than two days in any week;

die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte Krugersdorp, Randfontein (uitgesonderd die plase Moadowns 1, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 en Rietfontein 48), Alberton, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE.

VERSOENINGSRAADOOREENKOMS VIR DIE GROOT-HANDELVLEISBEDRYF (WITWATERSRAND).

OOREENKOMS

gesluit en aangegaan ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, tussen die

Werknemersunie van die Suid-Afrikaanse Vleishandel (hieronder die "vakvereniging" genoem), aan die een kant, en The Witwatersrand and Pretoria Wholesale Butchers' Association (hieronder die "werkgewersorganisasie" genoem), en

Brixton Wholesale Meat Supply,
New Farmers' Meat Supply,
Premier Meat Supply and Cold Storage,
Siege Cold Storage and Meat Industries (Pty) Ltd,
South African Meat Supply (East Rand) (Pty) Ltd,
Star Butchery, en
Theron's Durban Butchery

(hieronder die "afsonderlike werkgewers" genoem), aan die ander kant,

wat die partye is by die Versoeningsraad vir die Groothandelsvleisbedryf (Witwatersrand).

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Krugersdorp, Randfontein (uitgesonderd die plase Moadowns 1, Leeuwpans 18, Ireton 19, Pahtiki 20, Bospan 21, Goudvlakte Oost 37, Rooipoort 38, Oog van Wonderfontein 39 en Rietfontein 48), Alberton, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel nagekom word deur die afsonderlike werknemers en deur alle werkgewers in die Groothandelsvleisbedryf wat lede van die Werkgewersorganisasie is en alle werknemers wat lede van die Vakvereniging is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister vasstel en bly van krag vir 'n tydperk van vyf jaar of vir 'n tydperk wat deur die Minister vasgestel word.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruyk word en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet en enige vermelding van 'n wet omvat ook alle wysigings van sodanige wet; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"abattoir" 'n plek waar beeste geslag word en omvat dit die hele gebied waarin alle werksaamhede, wat begin met die aflaai van beeste, geslag of lewendig, totdat die karkasse op voertuie gelaai word vir verspreiding vanuit die abattoir, verrig word;

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

"ketelbediener" 'n werknemer wat onder algemene toesig die waterstand en stoomdruk in 'n stookketel handhaaf en wat die vuur in sodanige stookketel kan maak, aan die gang hou of uithaal;

"los werknemer" 'n werknemer wat vir hoogstens twee dae in 'n week by dieselfde werkgewer in diens is;

"cattle" includes bullocks, calves, heifers, steers, cows, bulls, oxen and livestock which includes sheep, lambs, goats, horses, donkeys, mules and pigs;

"driver of a motorised bicycle" means an employee who is engaged in delivering or conveying letters, messages or goods by means of a motor-driven or assisted bicycle with an engine of a capacity not exceeding 50 cc;

"experience" in relation to handymen, Grades I and II, means experience gained in an abattoir;

"handyman, Grade I," means a person who has had more than 18 months' experience, and who is engaged in one or more of the following operations in an abattoir:—

Loading and handling of meat, handling of hides and skins, and cleaning, handling, loading, excising and extracting of offal;

"handyman, Grade II," means a person who has had less than 18 months' experience, and who assists a handyman, Grade I, in one or more of the operations mentioned in the definition of "handyman, Grade I";

"labourer" means an employee engaged in one or more of the following operation outside an abattoir:—

(a) Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;

(b) carrying, moving, stacking or unpacking goods and who may in connection therewith occasionally operate a goods lift;

(c) sorting packages or parcels, wrapping up parcels;

(d) affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; stencilling and/or marking boxes, bales or other packages;

(e) opening or closing doors, boxes, bales or other packages;

(f) making or maintaining fires or removing refuse or ashes;

(g) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle, or hand-propelled vehicle;

(h) collecting cash in the case of C.O.D. sales or accepting written orders;

(i) tending, herding, feeding, harnessing or unharnessing animals;

(j) oiling or greasing vehicles other than motor vehicles;

(k) making tea or similar beverages;

(l) loading and off-loading slaughtered cattle from wagons and motor lorries outside an abattoir, as also loading and off-loading slaughtered cattle at various places of delivery;

"leave" means holiday leave, with absence from work during the prescribed period on full pay;

"motor vehicle" means any power-driven vehicle with an engine capacity exceeding 50 cc used for conveying goods and includes a mechanical horse but does not include a mobile hoist;

"motor vehicle driver" means a person wholly or mainly engaged in driving a motor vehicle used for the conveyance of goods, including livestock and includes collecting slaughtered cattle at an abattoir, delivering slaughtered cattle to various customers and obtaining customers' signatures thereto and accepting and collecting cash in the case of C.O.D. deliveries;

"offal", without limiting the ordinary meaning, includes glands and other substances cut or extracted from slaughtered cattle in an abattoir;

"unladen weight" means the weight of a motor vehicle as recorded on a licence or certificate issued by an authority empowered by law to issue licences for motor vehicles;

"remuneration" means any payment in money or in kind or both in money and in kind, made or owing to any person, which arises in any manner whatsoever out of employment;

"watchman" means an employee who is engaged in guarding premises or property;

"Wholesale Meat Trade" means the trade carried on by any person, body of persons, partnership or company (whether corporate or incorporate) required to take out a licence as a wholesale butcher in terms of the Licences Consolidation Act, 1925, and further includes the removing, cutting, cleaning, extracting, handling or collecting of hog hair, glands and other substances in an abattoir, the handling and cleaning of offal in an abattoir by such person, body of persons, partnership or company.

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

"beeste" ook jong bulle, kalwers, verse, jong osse, koeie, bulle, osse en lewende hawe, wat skape, lammers, bokke, perde, donkies, muile en varke insluit;

"bestuurder van 'n kragfiets" 'n werknemer wat met behulp van 'n motoraangedrewe fiets met motorkrag, met 'n motor waarvan die kapasiteit hoogstens 50 cm³ is, briewe, boodskappe of goedere aflewer of besorg;

"ondervinding" met betrekking tot faktotums, graad I en II, ondervinding wat by 'n abattoir opgedoen is;

"faktotum, graad I," 'n persoon met meer as 18 maande ondervinding en wat een of meer van die volgende werksaamhede by 'n abattoir verrig:—

Vleis laai en hanteer, huide en velle hanteer en afval skoonmaak, hanteer, laai, uitsny en uithaal;

"faktotum, graad II," 'n persoon met minder as 18 maande ondervinding en wat 'n faktotum, graad I, bystaan in een of meer van die werksaamhede wat in die woordskrywing van faktotum, graad I, gemeld word;

"arbeider" 'n werknemer wat een of meer van die volgende werksaamhede buite 'n abattoir verrig:—

(a) Persele, voertuie, diere, gerei, masjinerie, implemente, gereedskap of ander artikels skoonmaak;

(b) goedere dra, verskuif, opstapel of uitpak en wat in verband daarmee 'n goederehyser by geleentheid mag bedien;

(c) pakkies of pakkette sorteer en pakkette toedraai;

(d) gedrukte of klaar geadresseerde etikette op bottels, kiste, bale of ander pakkies vassit; kiste, bale of ander pakkies sjabloneer en/of merk;

(e) deure, kiste, bale of ander pakkies oop- of toemaak;

(f) vure maak of in stand hou of afval of as verwyder;

(g) briewe, boodskappe of goedere te voet of deur middel van 'n trapfiets, driewieler of handvoertuig aflewer of vervoer;

(h) kontant in die geval van k.b.a.-verkope insamel of skriftelike bestellings aanneem;

(i) diere versorg, oppas, voer en in- of uitspan;

(j) voertuie, uitgesonderd motorvoertuie, olie of smeer;

(k) tee of dergelike drankte maak;

(l) geslagte beeste op waens en vragmotors buite 'n abattoir laai en daarvan aflaa asook geslagte beeste by verskillende afleweringsplekke laai en aflaa;

"verlof" vakansieverlof, met afwesigheid van die werk teen volle betaling gedurende die voorgeskrewe tydperk;

"motorvoertuig" enige kragaangedrewe voertuig met 'n masjieninhoud van meer as 50 cm³ wat vir die vervoer van goedere gebruik word en omvat dit 'n voorhaker maar nie 'n mobiele hystoestel nie;

"motorvoertuigbestuurder" 'n persoon wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur wat gebruik word vir die vervoer van goedere, met inbegrip van lewende hawe, en omvat dit die afhaal van geslagte beeste by 'n abattoir, die aflewering van geslagte beeste aan verskillende klante en die verkry van klante se handtekenings daarvoor en die aanneem en insameling van kontant in die geval van k.b.a.-aflewerings;

"afval", sonder om die gewone betekenis te beperk, ook kliere en ander dele wat van geslagte beeste by 'n slagpale afgesny of uitgemaal word;

"onbelaste gewig" die gewig van 'n motorvoertuig soos aangegeven op 'n lisensie of sertifikaat uitgereik deur 'n owerheid wat by wet die bevoegdheid ontvang het om lisensies ten opsigte van motorvoertuie uit te reik;

"besoldiging" enige betaling in geld of in natura of sowel in geld as in natura, gedoen of verskuldig aan 'n persoon, wat op enige wyse hoegenaamd uit diens voortvloei;

"wag" 'n werknemer wat persele of eiendom bewaak;

"Groothandelvleisbedryf" die bedryf wat uitgeoefen word deur enige persoon, liggaam, vennootskap of maatskappy (geïnkorporeer of nie), wat verplig is om die lisensie van groothandelslager uit te neem ingevolge die Licenties Konsolidatiewet, 1925, en verder omvat dit die verwydering, sny, skoonmaak, uithaal, hanteer of bymekaar maak van varkhare, kliere en ander goed in 'n abattoir, die hanteer en skoonmaak van afval in 'n abattoir deur sodanige persoon, liggaam, vennootskap of maatskappy.

By die klassifisering van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) The minimum wage and cost of living allowance which shall be paid by an employer to each of the undermentioned classes of his employees shall, subject to the provisions of subclause (6), be as follows:—

(a) *Employees other than casual employees.*

4. LONE EN LEWENSKOSTETOELAES.

(1) Behoudens die bepalings van subklousule (6), is die minimum loon en lewenskostetoelae wat 'n werkgewer aan elk van ondervermelde klasse van sy werknemers moet betaal, soos volg:—

(a) *Werknemers, uitgesonderd los werknemers.*

	Within the Magisterial District of Johannesburg.		Outside the Magisterial District of Johannesburg.	
	Wage.	Cost-of-living Allowance.	Wage.	Cost-of-living Allowance.
	Per week. R c.	Per week. R c.	Per week. R c.	Per week. R c.
Handyman (grade I).....	26.50	6.80	26.50	6.80
Handyman (grade II)—				
During first six months of experience.....	13.00	6.80	13.00	6.80
During the next 12 months of experience.....	17.50	6.80	17.50	6.80
Thereafter.....	26.50	6.80	26.50	6.80
Driver of a motor vehicle the unladen weight of which together with the unladen weight of any trailer drawn by such vehicle does not exceed 10,000 lb—				
During the first three months of experience in the Wholesale Meat Trade.....	10.35	5.65	10.35	5.65
Thereafter.....	14.20	6.80	14.20	6.80
Driver of a motor vehicle the unladen weight of which, together with the unladen weight of any trailer drawn by such vehicle exceeds 10,000 lb.....	19.20	6.80	19.20	6.80
Driver of animal-drawn vehicle.....	6.00	2.75	5.40	2.75
Driver of a motorised bicycle.....	6.00	2.75	5.40	2.75
Labourer—				
During the first six months of the coming into operation of this agreement.....	5.02	2.48	4.77	2.48
Thereafter.....	5.27	2.48	5.02	2.48
Boiler attendant.....	6.00	2.75	5.75	2.75
Watchman.....	6.00	2.75	5.75	2.75

	Binne die landdrosdistrik Johannesburg.		Buite die landdrosdistrik Johannesburg.	
	Loon.	Lewenskoste-toelae.	Loon.	Lewenskoste-toelae.
	Per week. R c.	Per week. R c.	Per week. R c.	Per week. R c.
Faktotum (graad I).....	26.50	6.80	26.50	6.80
Faktotum (graad II)—				
Gedurende eerste ses maande ondervinding.....	13.00	6.80	13.00	6.80
Gedurende die volgende 12 maande ondervinding.....	17.50	6.80	17.50	6.80
Daarna.....	26.50	6.80	26.50	6.80
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van enige sleepwa wat deur sodanige voertuig getrek word, hoogstens 10,000 lb is—				
Gedurende eerste drie maande ondervinding in die groothandelvleisbedryf.....	10.35	5.65	10.35	5.65
Daarna.....	14.20	6.80	14.20	6.80
Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig saam met die onbelaste gewig van enige sleepwa wat deur sodanige voertuig getrek word, meer as 10,000 lb is.....	19.20	6.80	19.20	6.80
Drywer van 'n bespande voertuig.....	6.00	2.75	5.40	2.75
Bestuurder van 'n kragfiets.....	6.00	2.75	5.40	2.75
Arbeider—				
Gedurende eerste ses maande na die inwerkingtreding van hierdie Ooreenkoms...	5.02	2.48	4.77	2.48
Daarna.....	5.27	2.48	5.02	2.48
Ketelbediener.....	6.00	2.75	5.75	2.75
Wag.....	6.00	2.75	5.75	2.75

(b) *Casual employee.*—For each day or part of a day of employment, one-fifth of the weekly wage and cost of living allowance prescribed in subclause (1) (a) for an employee in the same area performing the same class of work as the casual employee is required to perform.

(2) *Basis of contract.*—For the purpose of this clause the basis of contract of employment of an employee other than a casual employee, shall be—

(a) in respect of a handyman Grade I or II, weekly from Monday to Friday inclusive;

(b) in respect of every other employee weekly from Monday to Saturday inclusive;

(b) *Los werknemer.*—Vir elke dag of deel van 'n dag diens, een-vyfte van die weekloon en lewenskostetoelae wat in subklousule 1 (a) voorgeskryf word vir 'n werknemer in dieselfde gebied wat dieselfde klas werk verrig as wat van die los werknemer vereis word.

(2) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrakbasis van 'n werknemer, uitgesonderd 'n los werknemer, soos volg:—

(a) Vir 'n faktotum, graad I of II, weekliks van Maandag tot en met Vrydag;

(b) vir alle ander werknemers, weekliks van Maandag tot en met Saterdag;

and save as provided in subclause (3) and in clause 5 (5) an employee shall be paid in respect of a week not less than the full weekly wage and cost of living allowance prescribed in subclause (1) (a) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) or less; provided that if an employee enters into a new contract of employment later than a Monday in any week, he shall be paid only for the days worked during such week.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1) shall pay to such employee for that day the higher wage.

(4) *Calculation of monthly wages.*—Whenever the wage due to an employee is paid monthly, the amount of such wage shall be calculated at the rate of four and one third times the weekly wage prescribed in subclause (1) for an employee of his class.

(5) *Meat allowance.*—Handyman grades I and II shall in addition to the wages and cost of living allowances set out in subclause (1) be paid a meat allowance of R3 per week.

(6) *Cost of living allowance.*—All employees shall be paid a cost of living allowance as prescribed in subclause 1 (a). Should the cost of living allowance in terms of War Measure No. 43 of 1942 be increased to the extent that an employee would become entitled to a cost of living allowance in excess of the cost of living allowance prescribed in subclause (1) (a) his cost of living allowance shall be increased by an amount not less than such excess.

5. PAYMENT OF REMUNERATION.

(1) *Employees other than casual employees.*—Save as provided in clause 8 (3) any amount due to an employee, other than a casual employee, shall be paid weekly in cash during the hours of work on the usual pay-day of the establishment for such employee, or on termination of employment, if this takes place before the usual pay-day, and shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing:—

- (a) The employer's name;
- (b) the employee's name or pay-roll number, if any, and his occupation;
- (c) the number of overtime hours worked by the employee;
- (d) the employee's wage;
- (e) the employee's cost of living allowance;
- (f) details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee;
- (i) the period in respect of which payment is made;
- (j) the amount due for work performed on any Sunday.

(2) *Casual employees.*—An employer shall pay the remuneration due to his casual employee in cash on termination of his employment.

(3) *Agreement providing for monthly payment.*—An employer and his employee may agree that any remuneration due to the employee, be paid monthly.

(4) *Board and lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, and the Bantu Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(5) *Fines and deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:—

(a) With the written consent of his employee, a deduction for holiday, sick, insurance, savings, provident and/or pension funds;

(b) except where otherwise provided in this Agreement, whenever an employee is not at work, other than on the instructions of or at the request of his employer, a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(c) a deduction of any amount which an employer by law or any order of any competent court is required or permitted to make;

(d) a deduction of any cash advanced by an employer to his employee;

en behoudens die bepalinge van subklousule (3) en van klousule 5 (5), moet aan 'n werknemer ten opsigte van 'n week minstens die volle weeklikse loon en lewenskostetoelae betaal word soos in subklousule (1) (a) vir 'n werknemer van sy klas voorgeskryf ongeag of hy gedurende daardie week die maksimum getal gewone ure soos in klousule 6 (1) voorgeskryf, of minder, gewerk het: Met dien verstande dat indien 'n werknemer 'n nuwe dienskontrak later as op Maandag van enige week aangaan, hy slegs betaal word vir die dae wat hy gedurende sodanige week gewerk het.

(3) *Differensiële loon.*—'n Werkgewer wat van een van sy werknemersklasse vereis of hom toelaat om op enige dag vir langer as altesaam een uur, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig, waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) voorgeskryf word, moet aan dié werknemer vir daardie dag die hoër loon betaal.

(4) *Berekening van maandloon.*—As die loon wat aan 'n werknemer verskuldig is, maandeliks betaal word, moet die bedrag van daardie loon bereken word teen die skaal van vier en een derde maal die weekloon in subklousule (1) vir 'n werknemer van sy klas voorgeskryf.

(5) *Vleistoelae.*—Aan faktotums graad I en II moet, bo en behalwe die lone en lewenskostetoelae soos in subklousule (1) uiteengesit, 'n vleistoelae van R3 per week betaal word.

(6) *Lewenskostetoelae.*—Aan alle werknemers moet 'n lewenskostetoelae betaal word soos voorgeskryf in subklousule (1) (a). Indien die lewenskostetoelae ingevolge Oorlogsmaatreël No. 43 van 1942 sodanig verhoog word dat 'n werknemer geregtig sou word op 'n lewenskostetoelae wat dié in subklousule (1) (a) voorgeskryf te bowe gaan, moet sy lewenskostetoelae verhoog word met 'n bedrag wat minstens die verskil tussen die twee bedrae beloop.

5. BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los werknemers.*—Behoudens die bepalinge van klousule 8 (3), moet enige bedrag verskuldig aan 'n werknemer, uitgesonderd 'n los werknemer, weekliks in kontant betaal word gedurende die werkure op die gebruikelike betaaldag van die bedryfsinrigting vir sodanige werknemer, of by diensbeëindiging, indien dit voor die gebruikte betaaldag plaasvind, en dit moet ingesluit wees in 'n verseëelde kovert of houer waarop die volgende aangeteken is of wat vergesel moet gaan deur 'n staat wat die volgende aantoon:—

- (a) Die werkgewer se naam;
- (b) die werknemer se naam of betaalstaatsnommer, indien daar een is, en sy beroep;
- (c) die getal oortydure deur die werknemer gewerk;
- (d) die werknemer se loon;
- (e) die werknemer se lewenskostetoelae;
- (f) die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
- (g) die besonderhede van enige bedrae afgetrek;
- (h) die werklike bedrag aan die werknemer betaal;
- (i) die tydperk ten opsigte waarvan betaling geskied;
- (j) die bedrag verskuldig vir werk op 'n Sondag verrig.

(2) *Los werknemers.*—'n Werknemer moet die besoldiging verskuldig aan sy loswerknemer in kontant betaal by sy diensbeëindiging.

(3) *Ooreenkoms wat vir maandelikse betaling voorsiening maak.*—'n Werkgewer en sy werknemer mag ooreenkoms dat enige besoldiging wat aan die werknemer verskuldig is, maandeliks betaal word.

(4) *Etes en huisvesting.*—Behoudens die bepalinge van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, en die Bantoe-arbeid Regelingswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om van hom of van 'n persoon of by 'n plek wat hy aanwys, etes en/of huisvesting aan te neem nie.

(5) *Boetes en afrekkings.*—'n Werkgewer mag sy werknemer geen boetes oël of enige bedrae, uitgesonderd die volgende, van sy werknemer se besoldiging aftrek nie:—

(a) Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siekte-, versekerings-, spaar-, voorsorgs- en/of pensioenfonds;

(b) behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer nie werk nie, behalwe in opdrag van of op versoek van sy werkgewer, 'n afrekkings in verhouding tot die tydperk van sy afwesigheid, bereken op die grondslag van die weekloon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van die afwesigheid ontvang het;

(c) enige bedrag wat 'n werkgewer by wet of bevel van 'n bevoegde hof moet of mag aftrek;

(d) enige kontant wat deur 'n werkgewer aan 'n werknemer voorgeskiet is;

(e) when an employee agrees, or in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Regulation Act, 1911, is required to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder:—

	Per week.	Per month.
	R c	R c
Board.....	0.30	1.30
Lodging.....	0.20	0.87
Board and lodging.....	0.50	2.17

(f) with the written consent of the employee deductions may be made for contributions to the funds of the trade union and the amount so deducted shall be forwarded to the Secretary of the union by crossed cheque prior to the 15th of the following calendar month.

6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

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

(a) In the case of a handyman—

- (i) 46 in any one week; or
- (ii) 9½ on any day; and
- (iii) shall be worked between the hours of 7 a.m. and 5.30 p.m. from Monday to Friday.

(b) In the case of a casual employee—

- (i) 9½ on any day in the case of a five-day week;
- (ii) 8½ on any day in the case of a six-day week.

(c) In the case of every other employee—

- (i) 46 in any one week;
- (ii) 9½ in the case of a five-day week;
- (iii) 8½ in the case of a six-day week.

(2) *Meal break.*—An employer shall not require or permit his employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

(a) if such interval be for longer than one hour any period in excess of an hour shall be deemed to be ordinary hours of work; and

(b) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(3) *Overtime.*—All time worked in excess of the number of hours prescribed in subclause (1) (a), (b) and (c) and any time worked outside the hours prescribed in subclause (1) (a) (iii) shall be deemed to be overtime.

(4) *Limitation of overtime.*—An employer shall not require or permit his employee to work overtime for more than 10 hours in any week, and in the case of a casual employee, he shall not require or permit such employee to work overtime for more than two hours in any day.

(5) *Payment for overtime.*—(a) An employer shall pay to his employee other than a casual employee who works overtime remuneration at not less than one and one-half times the weekly wage prescribed in clause 4 (1) for an employee of his class divided by 92 in respect of each half-hour or part of such half-an-hour so worked.

(b) In the case of a casual employee the employer shall pay to such employee who works overtime remuneration at not less than one and one-half times the weekly rate prescribed for an employee performing the same class of work divided by 85 in respect of each half-hour or part of half-an-hour so worked.

(c) For the purpose of this subclause the expression "remuneration" means in respect of a handyman Grade I who has had not less than five year's experience in the Wholesale Meat Trade the wage and cost of living allowance prescribed in clause 4 (1) (a).

(6) *Day of rest.*—The provisions of this clause shall not apply to a watchman whose employer grants him a day of rest of 24 hours in respect of every week of employment: Provided that—

(i) he makes no deduction from his watchman's wage in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such day of rest, pay the watchman the wage which he would have received had he not worked on such day, plus an amount of not less than his daily wage in respect of such day not granted.

(e) as 'n werknemer toestem of ingevolge die Bantoe (Stads-gebied) Konsolidasiewet, 1945, of die Bantoe-arbied Regelingswet, 1911, verplig is om van sy werkgever etes en/of huisvesting aan te neem, 'n bedrag wat nie die bedrae hieronder gemeld, te bowe gaan nie:—

	Per week.	Per maand.
	R c	R c
Etes.....	0.30	1.30
Huisvesting.....	0.20	0.87
Etes en huisvesting.....	0.50	2.17

(f) met die skriftelike toestemming van die werknemer, bedrae vir bydraes aan die fonds van die Vakvereniging, en die bedrag aldus afgetrek, moet voor die 15de dag van die volgende kalendermaand per gekruiste tjek aan die sekretaris van die Vereniging gestuur word.

6. WERKURE, GEWONE EN OORTYD, EN BESOLDIGING VIR OORTYDWERK.

(1) *Gewone werkure.*—Die gewone werkure van werknemers mag ondergenoemde nie oorskry nie:—

(a) In die geval van 'n faktotum—

- (i) 46 uur in een enkele week; of
- (ii) 9½ uur op 'n enkele dag; en
- (iii) die daaglikse ure moet van Maandag tot en met Vrydag tussen 7 vm. en 5.30 nm. gewerk word.

(b) In die geval van 'n los werknemer—

- (i) 9½ uur op enige dag in die geval van 'n week van vyf dae;
- (ii) 8½ uur op enige dag in die geval van 'n week van ses dae.

(c) In die geval van alle ander werknemers—

- (i) 46 uur in een enkele week;
- (ii) 9½ uur in die geval van 'n week van vyf dae;
- (iii) 8½ uur in die geval van 'n week van ses dae.

(2) *Etenspouse.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om langer as vyf uur ononderbroke te werk sonder 'n pouse van minstens een uur nie; in hierdie pouse mag daar nie gewerk word nie en sodanige pouse word nie geag deel van die gewone en oortydwerkure uit te maak nie: Met dien verstande dat—

(a) indien dié pouse langer as een uur is, enige tydperk langer as 'n uur geag word gewone werkure te wees; en

(b) werktydperke wat onderbreek word deur 'n pouse van korter as een uur, geag word deurlopend te wees.

(3) *Oortyd.*—Alle tyd wat daar langer gewerk word as die getal ure in subklousule (1) (a), (b) en (c) voorgeskryf, en alle tyd wat daar gewerk word buite die ure in subklousule (1) (a) (iii) voorgeskryf, word geag oortyd te wees.

(4) *Beperking van oortydwerk.*—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om vir langer as 10 uur in 'n week oortydwerk te verrig nie, en in die geval van 'n los werknemer mag hy nie van sodanige werknemer vereis of hom toelaat om vir langer as twee uur op 'n dag oortydwerk te verrig nie.

(5) *Betaling vir oortydwerk.*—(a) 'n Werkgever moet sy werknemer, uitgesonderd 'n los werknemer, wat oortydwerk verrig, besoldig teen minstens een en 'n half maal die weekloon in klousule 4 (1) vir 'n werknemer van sy klas voorgeskryf, gedeel deur 92 ten opsigte van elke halfuur of gedeelte van sodanige halfuur wat hy aldus werk.

(b) In die geval van 'n los werknemer moet die werkgever sodanige werknemer wat oortydwerk verrig, besoldig teen minstens een en 'n half maal die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig, gedeel deur 85, ten opsigte van elke halfuur of gedeelte van 'n halfuur wat hy aldus werk.

(c) Vir die doel van hierdie subklousule beteken die uitdrukking „besoldiging” ten opsigte van 'n faktotum graad I wat minstens vyf jaar ondervinding in die Groothandelsbedryf het, die loon en lewenskostoelaag in klousule 4 (1) (a) voorgeskryf.

(6) *Rusdag.*—Die bepalinge van hierdie klousule is nie van toepassing op 'n wag wie se werkgever hom 'n rusdag van 24 uur ten opsigte van elke week diens gee nie: Met dien verstande dat—

(i) hy ten opsigte daarvan geen aftrekking van sy dag se loon doen nie;

(ii) die werkgever, in stede van sy wag sodanige rusdag toe te staan, die wag ten opsigte van sodanige dag wat nie toegestaan is nie, die loon mag betaal wat hy sou ontvang het indien hy op dié dag nie gewerk het nie, plus 'n bedrag van minstens sy dagloon.

7. PUBLIC HOLIDAYS AND SUNDAYS.

(1) An employee shall be entitled to and be granted leave on full pay on all statutory public holidays, provided that an employee may be required to work on any such day.

(2) Whenever an employee works on a statutory public holiday his employer shall in addition to his ordinary wages for such day pay to him in respect of each hour or part of an hour so worked, his ordinary weekly wages divided by such employee's ordinary weekly working hours.

(3) Whenever an employee works on a Sunday, his employer shall either pay him—

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

(b) if he so worked for a period exceeding four hours, wages at a rate of not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, or wages which are not less than double the ordinary wages payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater;

(c) pay him for each hour or part of an hour so worked wages at a rate of not less than one and one-half times his ordinary rate of wages in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) This clause shall not apply to a watchman.

8. LEAVE.

1. In addition to the public holidays prescribed in clause 7 an employer shall grant to his employees in respect of each completed year of employment with him:—

(a) In the case of handymen, Grades I and II and watchmen three consecutive weeks' leave on full pay; provided that in the case of a handyman Grade I who has had 10 or more years' continuous employment with the same employer four consecutive weeks' leave on full pay; provided further that the employee may elect to be paid in lieu of the fourth week's leave;

(b) in the case of motor vehicle drivers, other than a driver of a motorised bicycle, 15 consecutive workdays' leave on full pay;

(c) in the case of all other employees, two consecutive weeks' leave on full pay.

(2) The leave referred to in subclause (1) shall be granted at a time fixed by the employer; provided that—

(a) if such leave has not been granted earlier it shall be granted within four months of the completion of the year of employment to which it relates; provided that, if an employee has agreed thereto in writing before the expiration of the said period of four months; his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months;

(b) the period of such leave shall not be concurrent with sick leave granted in terms of clause 9 nor with any period during which the employee is required to undergo military training in pursuance of the Defence Act, 1957;

(c) if any public holiday falls within the period of such leave, another day shall, in substitution for each such public holiday, be added to the said period as a further period of leave on full pay;

(d) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave related;

(e) save as provided in subclause (1) (a), an employer shall not be permitted to pay an employee in lieu of leave after he has completed a year's service with him and no employee shall accept payment in lieu of leave after he has qualified for his full leave.

(3) The remuneration in respect of annual leave referred to in subclause (1) shall be paid out not later than the last work day before the commencement of such leave.

7. OPENBARE VAKANSIEDAE EN SONDAE.

(1) 'n Werknemer is geregtig op en moet verlof met volle betaling toegestaan word op alle wetlike openbare vakansiedae: Met dien verstande dat daar van 'n werknemer vereis mag word om op enige sodanige dag te werk.

(2) As 'n werknemer op 'n wetlike openbare vakansiedag werk, moet sy werkgever hom, benewens sy gewone loon vir dié dag, ten opsigte van elke uur of gedeelte van 'n uur wat aldus gewerk word, sy gewone weeklikse besoldiging, gedeel deur daardie werknemer se gewone weeklikse werkure, betaal.

(3) As 'n werknemer op 'n Sondag werk, moet sy werkgever hom of—

(a) minstens die gewone loon betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, indien hy vir 'n tydperk van hoogstens vier uur aldus gewerk het; of

(b) hom 'n loon gelyk aan minstens dubbel sy gewone loon betaal ten opsigte van die totale tydperk wat op sodanige Sondag gewerk word, indien hy aldus vir 'n tydperk van langer as vier uur gewerk het, of 'n loon wat nie minder is nie as dubbel die gewone loon betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag;

(c) hom vir elke uur of gedeelte van 'n uur wat hy aldus gewerk het, 'n loon betaal minstens gelyk aan een en 'n half maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging teen 'n loon minstens gelyk aan sy gewone besoldiging betaal asof hy op daardie vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Hierdie klousule geld nie 'n wag nie.

8. VERLOF.

(1) 'n Werkgever moet aan sy werknemers, bo en behalwe die openbare vakansiedae in klousule 7 voorgeskryf, ten opsigte van elke voltooide jaar diens by hom, die volgende toestaan:—

(a) In die geval van faktotums graad I en II wat minder as 10 jaar ondervinding in die groothandelsbedryf het, en van wagt, drie agtereenvolgende weke verlof met volle betaling: Met dien verstande dat in die geval van 'n faktotum graad I wat 10 jaar of langer ononderbroke diens by dieselfde werkgever het, vier agtereenvolgende weke verlof met volle betaling: Met dien verstande verder dat indien die werknemer dit verkies, hy vir die vierde week uitbetaal kan word in plaas daarvan dat daar vir hierdie week verlof aan hom toegestaan word;

(b) in die geval van motorvoertuigbestuurders, uitgesonderd 'n bestuurder van 'n kragfiets, 15 agtereenvolgende weekdae verlof met volle betaling;

(c) in die geval van alle ander werknemers, twee agtereenvolgende weke verlof met volle betaling.

(2) Die verlof in subklousule (1) gemeld, moet toegestaan word op 'n tyd wat die werknemer vasstel: Met dien verstande dat—

(a) as daardie verlof nie eerder toegestaan is nie, dit binne vier maande vanaf die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word: Met dien verstande dat indien 'n werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ingestem het, sy werkgever sodanige verlof vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande aan hom mag toestaan;

(b) die tydperk van sodanige verlof nie met siekteverlof wat kragtens klousule 9 toegestaan word, mag saamval nie of met enige tydperk wat die werknemer ingevolge die Verdedigingswet, 1957, militêre opleiding moet ondergaan;

(c) indien enige openbare vakansiedag binne sodanige verloftyd val, nog 'n dag ter vervanging van elke sodanige openbare vakansiedag by genoemde tydperk bygevoeg moet word as 'n verdere tydperk van verlof met volle betaling;

(d) 'n werkgever elke dag geleentheidsverlof wat gedurende die diensjaar waarop die tydperk van jaarlikse verlof betrekking het, op sy werknemer se skriftelike versoek met volle betaling aan sy werknemer toegestaan is, van sodanige verlof-tydperk mag aftrek;

(e) behoudens die bepalings van subklousule (1) (a), 'n werkgever nie toegelaat word om 'n werknemer in plaas van verlof te betaal na voltooiing van een jaar diens by hom nie, en geen werknemer betaling in plaas van verlof mag aanneem nadat hy op sy volle verlof geregtig is nie.

(3) Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) gemeld word, moet voor of op die laaste werkdag voor die aanvang van sodanige verlof betaal word.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in subclause (1) has accrued, shall, save as provided in the fourth proviso to subclause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year, not less than—

(a) in the case of an employee entitled to four weeks' annual leave in terms of subclause (1) (a) the weekly remuneration which the employee was receiving immediately prior to the date of termination, divided by three;

(b) in the case of an employee entitled to three weeks' annual leave in terms of subclause (1) (a) one and one-half times the weekly remuneration which the employee was receiving immediately prior to the date of termination, divided by six;

(c) in the case of a motor vehicle driver other than a driver of a motorised bicycle, the weekly remuneration which he was receiving immediately prior to the date of termination, divided by five twenty-fourths;

(d) in the case of an employee entitled to two weeks' annual leave in terms of subclause (1) (d) the weekly remuneration which the employee was receiving immediately prior to the date of termination, divided by six.

(5) An employee who has become entitled to a period of leave in terms of subclause (1) and whose contract of employment terminates before such leave has been granted shall upon termination be paid in respect of leave, the amounts referred to in subclauses (1) and (4).

(6) For the purposes of this clause the expression "remuneration" shall mean an employee's wage plus cost of living allowance prescribed in terms of clause 4 (1) (a) and "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent in terms of subclause (1);

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

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

(d) absent on sick leave in terms of clause 9, amounting in the aggregate to not more than 10 weeks in any year in respect of items (a), (c) and (d), plus up to four months of any period of military training undergone in that year and 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 leave in terms of any law, from the date on which such employee last became entitled to leave in terms thereof;

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

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

9. SICK LEAVE.

An employer shall grant to an employee who has completed one month's employment with him and who 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 12 work days; and

(b) in the case of an employee who works a six-day week, not less than 12 work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms hereof not less than the remuneration he would have received had he worked during such period; provided that the employer may require the production of a certificate, signed by a registered medical practitioner, in respect of each period of absence of more than three consecutive days for which payment is claimed.

For the purposes of this clause the expression "remuneration" means an employee's wage plus cost of living allowance as prescribed in clause 4 (1) (a).

(4) 'n Werknemer wie se dienskontrak in die eerste diensjaar of 'n daaropvolgende diensjaar by dieselfde werkgever eindig voordat die tydperk van verlof voorgeskryf in subklousule (1) verskuldig geword het, moet, behoudens die bepalings in die vierde voorbehoud van subklousule (2), by sodanige beëindiging, in plaas van verlof en ten opsigte van elke voltooide maand van daardie tydperk van minder as een jaar, minstens die volgende betaal word:—

(a) in die geval van 'n werknemer wat geregtig is op drie weke jaarlikse verlof kragtens subklousule (1) (a), die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het, gedeel deur drie;

(b) in die geval van 'n werknemer wat geregtig is op drie weke jaarlikse verlof kragtens subklousule (1) (a), een en 'n half maal die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van diensbeëindiging ontvang het, gedeel deur ses;

(c) in die geval van 'n motorvoertuigbestuurder, uitgesonderd 'n bestuurder van 'n kragfiets, die weeklikse besoldiging wat hy onmiddellik voor die datum van diensbeëindiging ontvang het, gedeel deur vyf vier-en-twintigstes;

(d) in die geval van 'n werknemer wat geregtig is op twee weke jaarlikse verlof kragtens subklousule (1) (d), die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van die diensbeëindiging ontvang het, gedeel deur ses.

(5) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof kragtens subklousule (1) en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by diensbeëindiging ten opsigte van verlof die bedrae betaal word wat in subklousules (1) en (4) gemeld word.

(6) Vir die toepassing van hierdie klousule beteken die uitdrukking „besoldiging” 'n werknemer se loon voorgeskryf by klousule 4 (1) (a), en „diens” word geag enige tydperk of tydperke te omvat wat 'n werknemer—

(a) kragtens subklousule (1) afwesig is;

(b) ingevolge die Verdedigingswet, 1957, militêre opleiding moet ondergaan;

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

(d) kragtens klousule 9 met siekteverlof afwesig is wat altesaam hoogstens 10 weke in 'n jaar beloop ten opsigte van items (a), (c) en (d), plus tot en met vier maande van enige tydperk van militêre opleiding wat hy in daardie jaar ondergaan het, en word dit geag soos volg te begin:—

(i) In die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof kragtens 'n wet geregtig geword het, vanaf die datum waarop daardie werknemer laaste daarkragtens op verlof geregtig geword het;

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

(iii) in die geval van 'n werknemer wat na die datum waarop sodanige werknemer by die werkgever in diens getree het of vanaf die inwerking-tredingsdatum van hierdie Ooreenkoms, naamlik die jongste datum.

9. SIEKTEVERLOF.

'n Werkgever moet 'n werknemer wat een maand diens by hom voltooi het en wat van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is—

(a) in die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdae, en

(b) in die geval van 'n werknemer wat ses dae per week werk, altesaam minstens 12 werkdae;

siekteverlof gedurende enige bepaalde jaar diens by hom toestaan, en moet hy hom ten opsigte van die verloftydperk ooreenkomstig hierdie klousule minstens die besoldiging betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat die werkgever mag eis dat, ten opsigte van elke tydperk van afwesigheid van meer as drie agtereenvolgende dae waarvoor betaling geëis word, 'n sertifikaat voorgelê word wat deur 'n geregistreerde geneesheer onderteken is.

Vir die toepassing van hierdie klousule beteken die uitdrukking „besoldiging” 'n werkgever se loon plus lewenskostetoelae soos in klousule 4 (1) (a) voorgeskryf.

10. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment, other than through the desertion of an employee, furnish his employee, other than a casual employee, with a certificate of service showing the full names of the employer and his employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the employee's weekly wage at the date of such termination.

11. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee, other than a casual employee who desires to terminate the contract of employment, shall give not less than one week's notice of his intention to terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than the weekly remuneration which the employee is receiving at the date of such termination; provided that this shall not affect—

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

(b) 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 that prescribed in this clause;

(c) the operation of any forfeitures or penalties which by law may be applicable in respect of desertion by any employee.

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) shall be given on or before the usual pay day of the establishment so as to take effect as from the usual pay day of the establishment; provided—

(a) that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 8;

(b) that notice shall not be given during an employee's absence on sick leave granted in terms of clause 9 or whilst an employee is absent on military training in pursuance of the Defence Act, 1957.

(4) For the purposes of this clause the expression "remuneration" shall mean an employee's wage plus his cost of living allowance.

12. KEEPING OF RECORDS.

The time and wages records which are required to be kept in terms of section fifty-seven of the Act shall be kept written up in a legible manner in ink.

13. MEMBERSHIP.

(1) No member of the trade union shall accept employment with any employer who is not a member of the employer's organisation or with an individual employer who is not a party to this agreement, and no employer who is a member of the employers' organisation or individual employer who is a party to this Agreement shall employ an employee who is not a member of the trade union; provided that any member of the employers' organisation or individual employer who is a party to this agreement may employ any employee who is not eligible for membership of the trade union; provided that this shall not apply—

(a) during the first seven days of the employee's employment;

(b) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the trade refused any invitation from the trade union to become a member thereof, the provisions of this clause shall immediately come into operation;

(c) to an employee who is not eligible for membership of the trade union or has been refused membership, or has been expelled from the trade union for any reason other than for failure to pay his subscriptions or other charges due by him to the union.

10. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak, uitgesonderd deur die diensverlatig van 'n werknemer, sy werknemer, uitgesonderd 'n los werknemer, voorsien van 'n dienssertifikaat met daarop die volle naam van die werkgewer en sy werknemer, die beroep van die werknemer, die aanvangs- en afloopdatum van die kontrak en die werknemer se weekloon ten tyde van sodanige beëindiging.

11. BEËINDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet minstens een week kennis gee van sy voorneme om die kontrak te beëindig, of 'n werkgewer of werknemer mag die kontrak sonder opsegging beëindig deurdat die werkgewer aan die werknemer minstens die weeklikse besoldiging wat die werknemer ten tyde van sodanige beëindiging ontvang, betaal of die werknemer aan die werkgewer minstens bogenoemde betaal of verbeur, na gelang van die geval: Met dien verstande dat dit nie die volgende raak nie—

(a) Die reg van 'n werkgewer of sy werknemer om op enige regsgeldige grond die kontrak sonder opsegging te beëindig;

(b) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n opseggingstermyn wat vir albei partye ewe lank is en langer is as dié wat hierdie klousule voorskryf;

(c) die werking van 'n verbeurings- of strafbeding wat regtings van toepassing mag wees op 'n werknemer wat sy diens verlaat.

(2) Indien daar kragtens die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling of verbeuring in plaas van diensopsegging eweredig wees aan die opseggingstermyn soos ooreengekom.

(3) Die opsegging in subklousule (1) voorgeskryf, moet voor of op die bedryfsinrigting se gebruikelike betaaldag geskied en loop vanaf die gebruikelike betaaldag van die bedryfsinrigting: Met dien verstande—

(a) dat die opseggingstermyn nie mag saamval nie met, en die opsegging nie mag geskied nie gedurende 'n werknemer se afwesigheid met verlof kragtens klousule 8 toegestaan;

(b) dat opsegging nie gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan kragtens klousule 9 of terwyl 'n werknemer ingevolge die Verdedigingswet, 1957, militêre opleiding ondergaan, mag geskied nie.

(4) Vir die toepassing van hierdie klousule beteken die uitdrukking "besoldiging" 'n werknemer se loon plus sy lewenskostetoeleae.

12. HOE REKORDS BYGEHOU MOET WORD.

Die tyd- en loonrekords wat ingevolge artikel sewe-en-veftig van die Wet bygehou moet word, moet leesbaar met ink ingeskryf word.

13. LIDMAATSKAP.

(1) Geen lid van die Vakvereniging mag by 'n werkgewer in diens tree wat nie 'n lid van die Werkgewersorganisasie is nie of by 'n afsonderlike werkgewer wat nie 'n party by hierdie Ooreenkoms is nie, en geen werkgewer wat 'n lid van die Werkgewersorganisasie is of 'n afsonderlike werkgewer wat 'n party by hierdie Ooreenkoms is, mag 'n werknemer in diens neem wat nie 'n lid van die Vakvereniging is nie: Met dien verstande dat enige lid van die Werkgewersorganisasie of 'n afsonderlike werknemer in diens mag neem wat nie in aanmerking mag kom vir lidmaatskap van die Vakvereniging nie: Met dien verstande dat—

(a) dit nie gedurende die eerste sewe dae van die werknemer se diens van toepassing is nie;

(b) dit nie van toepassing is ten opsigte van 'n immigrant gedurende die eerste jaar nadat hy die Republiek van Suid-Afrika binnegekom het nie: Met dien verstande dat, indien 'n immigrant te eniger tyd na sy eerste drie maande wat hy in die bedryf begin werk het, weier om op die versoek van die Vakvereniging lid daarvan te word, die bepalings van hierdie klousule onmiddellik van toepassing word;

(c) dit nie van toepassing is nie op 'n werknemer wat nie vir lidmaatskap van die Vakvereniging in aanmerking kom nie, of wat lidmaatskap geweier is, of wat om enige ander rede as wanbetaling van sy ledegeld of ander skulde aan die Vakvereniging, uit die Vakvereniging gesit is.

14. MOTOR VEHICLE DRIVERS.

No motor vehicle driver shall be permitted to handle any meat or hides and skins, or any offal, in an abattoir, and no handyman, shall be called upon by the employer to perform the work of a motor vehicle driver.

15. PROTECTIVE CLOTHING, UNIFORMS AND OVERALLS.

(1) An employer shall, where necessary, provide free of charge and maintain in good condition adequate protective appliances including the supply of goggles, gloves, footwear and protective ointment, to any employee who in the course of his employment is exposed to wet processes, heat or to any poisonous, corrosive or other injurious substance liable to cause injury or disease to the employee.

(2) An employer shall once a year and at his own expense provide each of his handymen with a knife of the type normally used in the performance of his duties.

(3) An employer shall where necessary or whenever he requires his employee (other than a handyman) to wear a uniform or overall, supply and maintain in good condition such uniform or overall free of charge and it shall remain the property of the employer; provided that an employer may agree with his employee to pay 55c (fifty-five cents) per week in lieu of supplying and maintaining such uniform or overall.

(4) An employer shall, where necessary or whenever he requires a handyman who in the course of his employment is exposed to wet processes, heat or to any poisonous, corrosive or other injurious substance liable to cause injury or disease to such handyman who is required by his employer to wear a uniform or overall pay to his handyman R1.55 (one rand fifty-five cents) per week in lieu of supplying and maintaining such uniform or overall.

16. RATIO.

An employer shall employ at least one handyman, Grade I, before he may employ a handyman, Grade II.

17. PROHIBITION OF EMPLOYMENT.

No person under the age of 18 years shall be employed on work inside an abattoir.

18. SPECIAL PROVISIONS.

No employer shall require or permit any work in the Wholesale Meat Trade as defined in clause 3 of this agreement, to be performed by any person other than his own employees or by Wholesale Butchers. For the purposes of this clause, the term "Wholesale Butcher" means a person, firm or business who is required to hold a Wholesale Butcher's Licence.

Signed at Johannesburg on behalf of the parties on the 9th day of February 1968.

J. C. HOFFMAN,
Chairman.

A. J. BLOEM,
Representing the "Werknemersunie van
die Suid-Afrikaanse Vleishandel".

S. KLEIN,
Representing the Witwatersrand and
Pretoria Wholesale Butchers' Association.

G. P. KUHN,
Representing Messrs Brixton Wholesale
Meat Supply, New Farmers' Meat Supply,
Premier Meat Supply and Cold Storage,
Siege Cold Storage and Meat Industries
(Pty) Ltd, South African Meat Supply
(East Rand) (Pty) Ltd, Star Butchery and
Theron's Durban Butchery.

Witnesses:

T. B. BARRIE.
H. H. DUNSDON.

14. MOTORVOERTUIGBESTUURDERS.

Geen motorvoertuig word toegelaat om enige vleis of huide en velle of enige afval in 'n abattoir te hanteer nie, en geen faktotum mag deur die werkgewer gelas word om die werk van 'n motorvoertuigbestuurder te verrig nie.

15. BESKERMENDE KLERE, UNIFORMS EN OORPAKKE.

(1) 'n Werkgewer moet, waar dit nodig is, paslike beskermende toestelle gratis verskaf en in goeie toestand onderhou, met inbegrip van die verskaffing van stofbrille, handskoene, skoeisel en beskermende salf aan elke werknemer wat in die loop van sy werk blootgestel is aan nat werk, hitte of die een of ander giftige, bytende of ander skadelike stof wat 'n besering aan of siekte by die werknemer kan veroorsaak.

(2) 'n Werkgewer moet een maal per jaar en op sy eie onkoste aan elkeen van sy faktotums 'n mes verskaf van die soort wat gewoonlik in die uitvoering van sy pligte gebruik word.

(3) 'n Werkgewer moet wanneer nodig, of indien hy van sy werknemer vereis dat hy 'n uniform of oorpak moet dra, sodanige uniform of oorpak gratis verskaf en in goeie toestand onderhou, en dit bly die werkgewer se eiendom: Met dien verstande dat 'n werkgewer met sy werknemer kan ooreenkom om 55c (vyf-en-vyftig sent) per week te betaal in plaas van sodanige uniform of oorpak te verskaf en te onderhou.

(4) 'n Werkgewer moet, wanneer nodig of wanneer hy 'n faktotum behoef wat in die loop van sy werk blootgestel is aan nat prosesse, hitte, of aan enige giftige, bytende of ander skadelike stof waardeur so 'n faktotum wie se werkgewer van hom vereis dat hy 'n uniform of oorpak dra 'n moontlike siekte of besering kan opdoen, aan sodanige faktotum R1.55 (een rand vyf-en-vyftig sent) per week betaal in plaas van sodanige uniform of oorpak te verskaf en te onderhou.

16. GETALLEVERHOUDING.

'n Werkgewer moet minstens een faktotum, graad I, in diens neem voordat hy 'n faktotum, graad II, in diens mag neem.

17. VERBOD OP INDIENSNEMING.

Geen persoon onder die ouderdom van 18 jaar mag vir arbeid binnekant 'n abattoir in diens geneem word nie.

18. SPESIALE BEPALINGS.

Geen werkgewer mag vereis of toelaat dat enige werk in die Groothandelsvleisbedryf, soos in klousule 3 van hierdie Ooreenkoms omskryf, verrig word deur enige ander persoon as sy eie werknemers of groothandelslagters nie. Vir die toepassing van hierdie klousule beteken die uitdrukking "groothandelslagter" 'n persoon, firma of besigheid wat verplig is om 'n groothandelslagterslisensie te hou.

Namens die partye te Johannesburg geteken op die 9de dag van Februarie 1968.

J. C. HOFFMAN,
Voorsitter.

A. J. BLOEM,
Verteenwoordiger van die Werknemersunie
van die Suid-Afrikaanse Vleishandel.

S. KLEIN,
Verteenwoordiger van die Witwatersrand
and Pretoria Wholesale Butchers' Association.

G. P. KUHN,
Verteenwoordiger van die firma Brixton
Wholesale Meat Supply, New Farmers'
Meat Supplies, Premier Meat Supply and
Cold Storage, Siege Cold Storage and Meat
Industries (Pty) Ltd, South African Meat
Supply (East Rand) (Pty) Ltd, Star Butchery
en Theron's Durban Butchery.

Getuies:

T. B. BARRIE.
H. H. DUNSDON.

No. R. 1065.

14 June 1968.

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941, AS AMENDED.**

**WHOLESALE MEAT TRADE, WITWATERS-
RAND.**

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Wholesale Meat Trade, Witwatersrand, published under Government Notice No. R. 1064 of 14 June 1968, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

No. R. 1065.

14 Junie 1968.

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941, SOOS GEWYSIG.**

**GROOTHANDELVLEISBEDRYF, WIT-
WATERSRAND.**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Groot-handelvléisbedryf, Witwatersrand, gepubliseer by Goewermentskennisgewing No. R. 1064 van 14 Junie 1968, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde wet.

M. VILJOEN,
Minister van Arbeid.

CONTENTS.

No.	Department of Labour.	PAGE
	GOVERNMENT NOTICES.	
R.1064.	Industrial Conciliation Act, 1956: Whole- sale Meat Trade, Witwatersrand ...	1
R.1065.	Factories, Machinery and Building Work Act, 1941: Wholesale Meat Trade, Wit- watersrand ...	11

INHOUD.

No.	Departement van Arbeid.	ELADSY
	GOEWERMENSKENNISGEWINGS.	
R.1064.	Wet op Nywerheidsversoening, 1956: Groothandelvléisbedryf, Witwatersrand ...	1
R.1065.	Wet op Fabriek, Masjinerie en Bou- werk, 1941: Groothandelvléisbedryf, Witwatersrand ...	11

Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plaak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

Registered mail carries no insurance.

Send valuables by
INSURED PARCEL POST
and
Money by means of a POSTAL ORDER or
MONEY ORDER.

◆
Use air mail parcel post

———*It's quicker!*

◆
CONSULT YOUR LOCAL POSTMASTER.

Geregistreeerde pos is nie verseker nie.

Stuur waardevolle artikels per
VERSEKERDE PAKKETPOS
en
Geld deur middel van 'n POSORDER of
POSWISSEL.

◆
Stuur u pakkette per lugpos

———*dis vinniger!*

◆
RAADPLEEG U PLAASLIKE POSMEESTER.