

DEPARTMENT OF EMPLOYMENT AND LABOUR

NO. R. 743

03 JULY 2020

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE MEAT TRADE, GAUTENG
EXTENSION OF PERIOD OF OPERATION OF THE COLLECTIVE
AGREEMENT**

I, S RATHAI, Director: Collective Bargaining, duly authorised thereto by the Minister of Employment and Labour, hereby, in terms of section 32(6)(a)(i) of the Labour Relations Act, 1995, extend the periods fixed in Government Notice Nos. R. 643 of 7 July 2017 and R. 1144 of 6 September 2019, with effect from the date of publication of the notice and for the period ending 30 June 2023.

**DIRECTOR: COLLECTIVE BARGAINING**

DATE: 22/06/2020.....

DEPARTMENT OF LABOUR

NO. 643

07 JULY 2017

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE MEAT TRADE, GAUTENG: EXTENSION OF
CONSOLIDATED MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **MILDRED NELISIWE OLIPHANT**, Minister of Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the provisions of the Collective Agreement which appears in the Schedule hereto, with the exclusion of clauses 1(1)(a) and (b), 1A thereof, which was concluded in the **Bargaining Council for the Meat Trade, Gauteng**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that industry with effect from the second Monday after the date of publication of this Notice and for the period ending 30 June 2020.


.....**MN OLIPHANT, MP****MINISTER OF LABOUR**

22/06/2017

UMTHETHO WOBUDLELWENO KWEZABASEBENZI KA-1995**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI
BEMBONI YOKUHWEDA NGENYAMA: UKWELULELWA
KWESIVUMELWANO ESAKHA KABUSHA SABAQASHI NABASEBENZI
SELULELWA KULABO ABANGEYONA INGXEYENYE YESIVUMELWANO**

Mina, **MILDRED NELISIWE OLIPHANT**, uNgqongqoshe WezabaSebenzi, ngokwesigaba 32(2) soMthetho Wobudlelwano KwezabaSebenzi ka-1995, ngazisa ukuthi isiVumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, ngokushiya ngaphandle kohlamvu lwamazwi alandelayo ku 1(1)(a), Kanye ku(b), 1A, 5(6)(c) kanye naku 26 esenziwa uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yokuhweba ngeNyama, futhi ngokwesigaba 31 soMthetho Wobudlelwano kwezabaSebenzi, ka 1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi kuleyomboni, siyokuqala ukusebenza ngosuku lokushicilelwa kwalesiVumelwano futhi kuze kube ngomhlaka 30 kuNhlanguvana 2020.



.....
MN OLIPHANT, MP

UNGQONGQOSHE WEZABASEBENZI

22/06/2017

SCHEDULE
BARGAINING COUNCIL FOR MEAT TRADE GAUTENG
COLLECTIVE AGREEMENT

made and entered into, in accordance with the provisions of the Labour Relations Act, 1995, as amended, between

Meat Traders Association Gauteng

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

Meat and Allied Workers Union (MAWU)

Gauteng Meat Traders Employees Union

(hereinafter referred to as the "employees" or the "trade unions") of the other part,
being the parties to the Bargaining Council for Meat Trade Gauteng.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts :
- Alberton, Boksburg, Brakpan, Germiston, Kempton Park, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, Westonarea and the area within a 25km radius of Church Square, Pretoria -
- (a) by all employers who are members of the employers' organisation and by all
- (b) employees who are members of the trade unions that are party to the Council, and who are engaged or employed in the Meat Trade.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.
- (3) The provisions of clauses 1(1)(a) and (b), 1A of this Agreement shall not be binding on non-parties.

1A. PERIOD OF OPERATION

This Agreement shall come into operation on such a date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, as amended, and shall remain in force until 30 June 2020.

2. DEFINITIONS

Any expressions used in this Agreement, which are defined in the Labour Relations Act, 1995, as amended, 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, and the singular shall include the plural; unless inconsistent with the context -

"the Act" means the Labour Relations Act, 1995; as amended

"admin/office assistant" means an employee engaged in any or all of the following functions:-

- a) to keep books and accounts and records of the establishment, and who is in charge of such books and records up to trial balance or beyond; and/or
- b) receives cash for goods purchased; and/or
- c) books orders of customers; and/or
- d) assists with general office administration functions;

"cashier" means an employee in an establishment whose duties are confined to receiving payment for goods purchased;

"Council" means the Bargaining Council for the Meat Trade, registered in terms of section 29(15)(a) of the Act;

"Councils address" means Private Bag X3060, Randburg, 2125;

"establishment" means any premises used for the conduct of the Trade, as defined, and shall include such portion of any premises of a multiple commodity store from which the Trade, as defined, is carried on;

"butchery assistant" means an employee who, under the supervision of a meat cutting technician or an employer who is actually engaged in the work of a meat cutting technician -

- (a) breaks up quarters of beef and carcasses of mutton, lamb, pork, goats and veal into primal cuts only;
- (b) may perform the duties of a shop assistant;
- (c) may serve customers; but may not cut meat to customers' requirements and/or desired masses
- (d) may work on a bandsaw for the purpose of cutting up primal cuts, bones, frozen blocks of meat and poultry, provided that he/she has obtained an exemption from the Bargaining Council for Meat Trade Gauteng;

"shop assistant" means an employee engaged exclusively on one or more of the following duties or operations -

- (a) cleaning;
- (b) loading and unloading goods, carcasses, meat or poultry into or from vehicles;
- (c) collecting orders and money from customers beyond the establishment;
- (d) deboning
- (e) mincing meat and cutting up meat for the purpose of making sausages and boerewors;
- (f) making tea and/or similar beverages for refreshment;
- (g) packs and wraps meat; and
- (h) any other general duties not specified in this agreement relating to the Meat Trade;

"manager" means an employee who has qualified as a master meat cutting technician, grade 1A, who exercises control over employees in an establishment of an employer and who is responsible to such employer for the efficient operation of such establishment and who may, in addition, perform any work in any such establishment;

"master meat cutting technician, grade 1A" means an employee who -

- (a) cuts up meat;
- (b) may convert meat carcasses or parts of carcasses into various portions for sale or separate pre-wrapping prior to the sale of such pre-wrapped portions;
- (c) may serve customers;
- (d) may undertake any other work in an establishment;
- (e) may supervise the work of other employees; and
- (f) who is in possession of a Certificate in Meat Cutting Issued by the Bargaining Council for Meat Trade indicating that he/she has qualified as a master meat cutting technician, grade 1A in a trade test performed by an examiner approved by the Council;

"maternity leave" means the period for which an employee is required to cease work owing to her confinement, such period commencing four weeks prior to and ending 12 weeks after the expected date of delivery;

"meat cutting technician, grade 1B" means and employee who -

- (a) cuts up meat;
- (b) may convert meat carcasses or parts of carcasses into various portions for sale or separate pre-wrapping prior to the sale of such pre-wrapped portions;
- (c) may serve customers;



- (d) may undertake any other work in an establishment;
- (e) may supervise the work of other employees; and
- (f) who is in possession of a Certificate in Meat Cutting issued by the Bargaining Council for Meat Trade indicating that he/she has qualified as a meat cutting technician, grade 1B in a trade test performed by an examiner approved by the Council;

"meat cutting technician, grade II" means an employee who, under the direction and control of a master meat cutting technician, grade IA or meat cutting technician, grade IB -

- (a) cuts up meat;
- (b) may convert meat carcasses or parts of carcasses into various portions for sale or separate pre-wrapping prior to the sale of such pre-wrapped portions;
- (c) may serve customers;
- (d) may undertake any other work in an establishment;

"driver" means an employee engaged in driving; and may perform the duties of a butchery/shop assistant for the time that he/she is not engaged in driving;

"owner" means a person or company who owns and/or operates an establishment in the Trade and such person or company shall be deemed to be an employer for the purposes of this Agreement; and shall include Labour Brokers and Temporary Employment Services

"public holiday" means any day that is a holiday in terms of the Public Holidays Act, 1994, (Act No. 36 of 1994) or any day declared as such in terms of a proclamation;

"secretary" means the secretary of the Bargaining Council for the Meat Trade;

"security officer"-means an employee who -

- (a) guards the premises and goods of and/or in an establishment in the Trade for safety and against theft; and who
- (b) may search an employee or other person or the belongings of such employee or other person;

"area manager" means an employee who -

- (a) has qualified as a master meat cutting technician, grade IA;
- (b) supervises the work of other employees in a number of establishments of an employer;
- (c) is responsible to such employer for the efficient operation of such establishments; and
- (d) may perform any other work in any such establishments;

"Trade" means the trade in which employers and/or their employees are associated with the retail sale of fresh and/or frozen raw meat, including all operations incidental thereto;



“wage or wages” means the amount of money payable to an employee in terms of clause 3 in respect of his ordinary hours of work as prescribed in clause 6 : Provided that, if an employer regularly pays an employee an amount higher than that prescribed in clause 3 in respect of such ordinary hours of work, it means such higher amount;

3. REMUNERATION

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

	Per month
Admin/Office assistant	5 713.83
Cashier	3 416.04
Butchery assistant	3 416.04
Shop assistant	3 280.69
Manager	9 384.23
Master meat cutting technician, grade IA	8 680.92
Meat cutting technician, grade IB	7 559.91
Meat cutting technician, grade II	4 568.84
Driver	3 891.99
Security officer	3 891.99
Area manager	15 273.15

(2) Differential rates - An employer who requires or permits an employee of one category to perform the duties of a higher paid category for longer than one hour in any one day, either in addition to his own work or in substitution thereof, shall pay such employee in respect of that day, not less than one sixth of the higher weekly wage prescribed in subclause (1).

4. CALCULATION OF WAGES

- (1) Calculation of weekly wages, daily wages and hourly rate - For the purposes of calculating the wage of an employee -
- (a) the weekly wages of an employee shall be calculated by dividing the monthly remuneration as prescribed in clause (3)(1) by 4 and one third;
 - (b) the daily wages of an employee shall be calculated by dividing the weekly wages as calculated in subclause (1)(a) by six;
 - (c) the hourly rate of an employee shall be calculated by dividing the weekly wage as calculated in subclause (1)(a) by 45, being the number of ordinary hours as prescribed in clause 6(1).

**CLAUSE 4A. CALCULATION OF ANNUAL LEAVE PAY, PAYMENT INSTEAD OF
NOTICE AND SEVERANCE PAY**

(1) The following payments are included in an employee's remuneration for the purposes of calculating pay for annual leave in terms of clause 11 of the Former Agreement, payment instead of notice in terms of clause 15 of the Former Agreement and severance pay in terms of clause 16 of the Former Agreement –

- (a) Housing or accommodation allowance or subsidy or housing or accommodation received as a benefit in kind;
- (b) Car allowance or provision of a car, except to the extent that the car is provided to enable the employee to work;
- (c) Any cash payments made to an employee, except those listed as exclusions in terms of this clause;
- (d) Any other payment in kind received by an employee, except those listed as exclusions in terms of this clause;
- (e) Employer's contributions to medical aid, pension, provident fund or similar schemes;
- (f) Employer's contributions to funeral or death benefit schemes.

(2) The following items do not form part of remuneration for the purpose of these calculations:

- (a) Any cash payment or payment in kind provided to enable the employee to work (for example, an equipment, tool or similar allowance or the provision of transport or the payment of a transport allowance to enable the employee to travel to and from work);
- (b) A relocation allowance;
- (c) Gratuities (for example, tips received from customers) and gifts from the employer;
- (d) Share incentive schemes;
- (e) Discretionary payments not related to an employee's hours of work or performance (for example, a discretionary profit-sharing scheme);
- (f) An entertainment allowance;
- (g) An education or schooling allowance.


- (3) The value of payments in kind must be determined as follows:
- (a) a value agreed to in either a contract of employment or collective agreement, provided that the agreed value may not be less than the cost to the employer of providing the payment in kind; or
 - (b) the cost to the employer of providing the payment in kind.
- (4) An employee is not entitled to a payment or the cash value of a payment in kind as part of remuneration if:
- (a) the employee received the payment or enjoyed, or was entitled to enjoy, the payment in kind during the relevant period; or
 - (c) in the case of a contribution to a fund or scheme that forms part of remuneration, the employer paid the contribution in respect of the relevant period.
- (5) This clause only applies to pay for annual leave accrued from the 1st July 2003.
- (6) If a payment fluctuates, it must be calculated over a period of 13 weeks or, if the employee has been in employment for a shorter period, that period.
- (7) A payment received in a particular period in respect of a longer period (e.g. a thirteenth cheque) must be pro-rated.
- (8) This calculation only applies to the minimum payments that an employer is required to make in terms of the Council's Collective Agreement.

5. PAYMENT OF REMUNERATION

- (1) The payment of remuneration as prescribed in clause 3(1) and payment of overtime in terms of clause 8, shall be paid in full by the employer to the employee not later than the last day of each month or on termination of employment, if termination takes place before the ordinary pay day of such employees.
- (2) Remuneration shall be contained in an envelope or other container accompanied by a statement showing -
- (a) the name of the employer;
 - (b) the employee's name, number, if applicable, and job category or occupation;

- (c) the period for which remuneration is being paid;
 - (d) total hours worked;
 - (e) breakdown of remuneration due in respect of ordinary hours and overtime hours worked;
 - (f) amounts deducted.
- (3) The employer shall require each employee to sign a wage register as proof of receipt of remuneration accepted by such employee, and such wage register shall be kept on the premises at all times.
- (4) No employee shall be required, as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer.
- (5) An employer shall not require his employee to purchase any goods from him or from any establishment, place or person nominated by him.
- (6) No fines or deductions of any kind shall be made from the remuneration of any employee, other than the following -
- (a) when an employee is absent from work without permission or is not entitled to pay in terms of clause 12(2), a pro rata amount for such period of absence may be deducted;
 - (b) Council funds in terms of clause 22; Sick Benefit Fund contributions in terms of clause 23, Retirement Fund contributions in terms of clause 24; contributions to Group Funeral Scheme in terms of clause 25 shall be deducted;
 - (c) trade union subscriptions in terms of clause 26 shall be deducted;
 - (d) any amount which an employer is legally, or in terms of an order of any competent court, required or permitted to deduct shall be deducted;
 - (e) deductions in terms of clause 15(2)(c) may be deducted;
 - (f) any amount which is owing to the employer by the employee may be deducted :
Provided that such deduction shall not exceed one third of the total amount due to the employee in terms of clauses 3(1) and 8.

6. ORDINARY HOURS OF WORK

- (1) Ordinary Hours of Work - The ordinary hours of work of an employee, to be decided by the employer, shall not exceed -
- (a) 45 hours per week;
 - (b) nine hours on any day if the employee works for five days or less per week ,
 - (c) eight hours on any day if the employee works on more than five days per week
- 

7. COMPRESSED WORKING WEEK

- (1) An agreement in writing may require or permit an employee to work up to 12 hours per day, inclusive of meal intervals required in terms of clause 9, without receiving overtime pay.
- (2) An agreement in terms of subclause (1) may not require or permit an employee to work –
 - (a) more than 45 ordinary hours of work in any week;
 - (b) more than 10 hours overtime in any week, or
 - (c) on more than five days in any week.

8. OVERTIME AND PAYMENT OF OVERTIME

- (1) For the purposes of this clause all time worked by an employee in excess of 45 hours from Monday to Saturday, shall be deemed to be overtime worked by such employee
 - (a) An employer shall not require an employee to work overtime for more than -
 - (i) three hours on any day;
 - (ii) 10 hours in any week
 - (b) An employer shall pay an employee who works overtime at a rate of not less than -
 - (i) one and a half times his hourly wages in respect of each hour or part of any hour so worked on any day from Monday to Saturday (both days included);
 - (ii) double his hourly wages in respect of each hour or part of any hour so work on any Sunday or public holiday.
 - (c) Despite subclause (b)(ii), an employer shall pay an employee who ordinarily works on a Sunday, in terms of a written agreement between the employer and employee, at a rate of one and a half times the employees wage for each hour worked.

9. MEAL INTERVALS


- (1) An employer shall grant to his employees –
 - (a) a meal interval of not less than 1 hour after a continuous period of five hours worked within an interrupted interval : Provided that, for the purpose of this paragraph, periods of work uninterrupted by an interval of less than one hour shall be deemed to be continuous.

10. REST INTERVALS

- (1) An employer shall grant to his employees –
- (a) a rest intervals of not less than 10 minutes each, as near as practicable, in the middle of each first five hour period worked and during each second work period of the day, such intervals being deemed to be part of the ordinary hours of work.

11. ANNUAL LEAVE

- (1) (a) Every employee, other than an employee referred to in paragraph (b), who has completed one or more consecutive years' employment in the same establishment or with the same owner shall be given-
- (i) 21 consecutive days leave of absence on full pay on completion of each year of employment, or
- (ii) by agreement, one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid;
- (iii) by agreement, one hour of annual leave on full remuneration for every 17 hours on which the employee worked or was entitled to be paid: Provided that where an employee has been employed by any group of companies, close corporations or partnerships in which there is a director/directors, member/members or partners, the Council may direct that such employment be deemed to be employment with a single establishment;
- (b) An employee who has completed 10 or more consecutive years' employment in the same establishment or with the same owner shall be given-
- (i) 28 consecutive days leave of absence on the completion of each year of employment, or
- (ii) by agreement, one day of annual leave on full remuneration for every 13 days on which the employee worked or was entitled to be paid;
- (iii) by agreement, one hour of leave on full remuneration for every 13 hours on which the employee has worked or was entitled to be paid: The proviso to paragraph (a) above shall apply in respect of this paragraph.
- (2) In the case of an employee who has completed any qualifying period of employment, leave of absence shall be calculated from the date of employment or from the date the employee's last annual leave had accrued to him: Provided that if a public holiday occurs while an employee is on leave, such public holiday shall be added to the said period as a further period of leave on full pay.

- (3) The time when annual leave is to be taken is to be fixed by the employer and, if the employer has not granted leave due to an employee at an earlier period, such leave shall commence within one month after the termination of a year's service.
- (4) Annual leave may not run concurrently with any period of sick leave as provided in terms of clauses 12 or with any period of notice of termination of employment in terms of clause 15 of this Agreement.
- (5) Upon termination of employment, an employer shall pay his employee -
- (a) full pay in respect of accrued annual leave at the remuneration the employee was receiving when his leave became due but which had not been granted before termination of employment; and be calculated as follows:
 - (b) in the case of an employee referred to subclause (1)(a), weekly wages divided by four and multiplied by the amount of months of employment in the same establishment or with the same owner, calculated from the date of the employee's last qualifying period of annual leave; or
 - (c) in the case of an employee referred to subclause (1)(b), weekly wages divided by three and multiplied by the amount of months of employment in the same establishment or with the same owner, calculated from the date of the employee's last qualifying period of annual leave.
- (6) For the purposes of this clause, the expression "employment" includes any period or periods during which an employee is -
- (a) absent from work on leave in terms of subclause (1);
 - (b) absent from work on the instructions or at the request of his employer;
 - (c) absent from work on sick leave in terms of clause 12 of this Agreement;
 - (d) absent from work with the consent or condonation of his employer;
 - (e) absent from work on maternity leave: Provided that in the case of paragraphs (a), (b), (c) and (d) such absence may not exceed 10 weeks.
- (7) Every employer shall pay an employee to whom leave has been granted in terms of subclause (1), his pay in respect of the period of leave, not later than the last working day before the commencement of the employee's leave.
- (8) No employee may perform any work in any trade or occupation while on annual leave granted in terms of this Agreement.
- (9) Notwithstanding anything to the contrary contained herein, an employer who is required to grant an employee annual leave in terms of subclause (1) may require such employee to accept payment in lieu of six work days of his annual leave entitlement.
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12. SICK LEAVE

- (1) An employer shall grant an employee who is absent from work through incapacity -
- (a) in the case of an employee who works not more than five days per week, not less than 30 work days sick leave, in the aggregate on full pay, during each period of 36 consecutive months of employment: Provided that during the first 12 months of employment an employee shall only be entitled to sick leave on full pay at a rate of one working day for every 26 days worked; or
 - (b) in the case of any other employee, not less than 36 work days sick leave, in the aggregate on full pay, during each period of 36 consecutive months of employment: Provided that during the first 12 months of employment such employee shall only be entitled to sick leave on full pay at a rate of one working day for every 26 days worked.
- (2) An employer may, prior to the payment of any claim for sick leave in respect of two consecutive work days or any one work day before or after a Sunday or public holiday, require an employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity.
- (3) For the purposes of this clause, the expressions -
- (a) "employment" includes any period or periods during which an employee is absent from work-
 - (i) on leave in terms of clause (11) of this Agreement;
 - (ii) on the instructions or at the request of his employer;
 - (iii) on sick leave in terms of subclause (1);
 - (iv) with the consent or condonation of his employer;
 - (v) on maternity leave: Provided that in the case of paragraphs (i), (ii), (iii) and (iv) such absence may not exceed 10 weeks.
 - (b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct or negligence: Provided that any inability to work caused by an accident for which compensation is payable under the Occupational Injuries and Diseases Act, 1993, (Act 130 of 1993), means incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

13. MATERNITY LEAVE

- (1) An employee is entitled to at least four consecutive months' maternity leave.
- (2) An employee may commence maternity leave-
 - (a) at any time from four weeks before the expected date of birth, unless otherwise agreed; or
 - (b) on a date from which a medical practitioner or a midwife certifies that it is necessary for the employee's health or that of her unborn child.
- (3) No employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
- (4) An employee who has a miscarriage during the third semester of pregnancy or bears a stillborn child is entitled to maternity leave for six weeks after the miscarriage or stillbirth, whether or not the employee had commenced maternity leave at the time of the miscarriage or stillbirth.
- (5) An employee shall notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-
 - (a) commence maternity leave; and
 - (b) return to work after maternity leave.
- (6) Notification in terms of subclause 5 shall be given-
 - (a) at least four weeks before the employee intends to commence maternity leave; or
 - (b) if it is not reasonably practicable to do so, as soon as is reasonably practicable.

14. FAMILY RESPONSIBILITY LEAVE

- (1) This clause applies to an employee-
 - (a) who has been in employment with an employer for longer than four months; and
 - (b) who works for at least four days per week for that employer.
- (2) An employer shall grant an employee, during each annual leave cycle, at the request of the employee, three days' paid leave, which the employee is entitled to take-
 - (a) when the employee's child is born;
 - (b) when the employee's child is sick; or
 - (c) in the event of the death of
 - (i) the employee's spouse or life partner; or
 - (ii) the employee's parents, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

- (3) Subject to clause (5), an employer shall pay an employee for a day's responsibility leave –
 - (a) the wage the employee would ordinarily have received for work on that day; and
 - (b) on the employee's usual payday.
- (4) An employee may take family responsibility leave in respect of the whole or part of a day.
- (5) Before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in subclause (2) for which the leave was required.
- (6) An employee's unused entitlement to leave in terms of this section lapses at the end of the annual leave cycle in which it accrues.
- (7) A collective agreement may vary the number of days and the circumstances under which leave is to be granted in terms of this section.

15. TERMINATION OF CONTRACT OF EMPLOYMENT

- (1) An employer or an employee who wishes to terminate a contract of employment, shall give: -
 - (a) one week, if the employee has been employed for six months or less;
 - (b) two weeks, if the employee has been employed for longer than six months.
- (2) Any notice given in terms of subclause (1) does not effect -
 - (a) the right of an employer or employee to terminate the contract without notice for any cause recognized by law as sufficient;
 - (b) any written agreement between an employer and his employee which provides for the period of notice to be longer than prescribed in this clause;
 - (c) the right of an employer to withhold, from moneys owing to the employee, an amount not more than that which the employee would have to pay in lieu of notice, where the employee terminates his employment without notice and the employee shall be deemed to be exonerated in respect of his failure to give the required notice of termination of employment.
- (3) Where there is an agreement in terms of subclause 2(b), the payment in lieu of notice shall be the equivalent of the period of notice agreed upon.
- (4) Notice as prescribed in subclause (1) may be given on any workday: Provided that -
 - (a) 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 11;



- (b) if an employee is absent on paid sick leave in terms of clause 12, notice cannot be given if the employees absence is supported by a certificate signed by a registered practitioner confirming the nature and duration of the employees incapacity, and such medical certificate is lodged with the employer within three days of the commencement of such absence and before 14 days has passed since the commencement of such paid sick leave.

16. SEVERANCE PAY

- (1) For the purposes of this clause, "operational requirements" means requirement based on the economic, technological, structural or similar needs of an employer.
- (2) An employer shall pay an employee who is dismissed for reasons based on the employer's operational requirements severance pay equal to at least one week's remuneration for each completed year of continuous service with that employer, calculated in accordance with clause 4.
- (3) An employee who unreasonably refuses to accept the employer's offer of alternative employment with that employer or any other employer, is not entitled to severance pay in terms of subclause (2).
- (4) The payment of severance pay in compliance with this clause does not affect an employee's right to any other amount payable according to law.

17. CERTIFICATE OF SERVICE

On termination of employment, an employee is entitled to a Certificate of Service, free of charge, showing the employer's name and address, the occupation, period of service and wage of the employee, at the time an employee leaves the employer's service.

18. EMPLOYMENT OF CHILDREN

No employer shall employ any child under the age of 15 years or who is under the minimum school leaving age in terms of any law if this is 15 years or older.



19. INDUSTRIAL ACTION

No person bound by the provisions of this Agreement shall engage in or participate in a strike or lock out or any conduct in furtherance of a strike or lock out in respect of any matter regulated by this Agreement for its duration.

20. LEVELS OF BARGAINING

The Council shall be the forum for negotiating all matters regulated by or pertaining to this Agreement.

21. REGISTRATION WITH COUNCIL

- (1) Every owner shall ensure that each establishment he owns or operates in the Trade is registered with the Council by forwarding particulars to the Secretary of the Council within 14 days of entering or commencing operations in the Trade, in the form prescribed by the Council from time to time.
- (2) Every owner shall ensure that every employee in any establishment, which he owns or operates in the Trade, is registered with the Council by forwarding full particulars to the Council in the form prescribed by the Council within 14 days of the commencement of employment of the employee.
- (3) Notwithstanding subclauses (1) and (2), it shall not be necessary for an owner to effect registration in terms of this clause in respect of any establishment or employee which he has already been registered with the Council or which is deemed by the Council to be registered in terms of the Council's previous Agreement, prior to amalgamation.
- (4) In the event of a dissolution or a change of partnership, or change in directorate of the company, or change of ownership, or resignation of employee, every owner shall forward full particulars of the change or changes to the Secretary in writing within 14 days of the date thereof.

22. COUNCIL FUNDS

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

- (a) every employer shall, in respect of each and every establishment he owns or conducts, pay a monthly levy of R45.00;




- (b) every employer shall deduct 1% of the prescribed minimum wage, as prescribed in Clause 3, from the wage payable to each employee and add to such deduction an equivalent amount;
- (c) the employer shall ensure that the above amounts are received at the Council's address by no later than the 7th day of each succeeding month, together with the form prescribed by the Council.

22A INTEREST ON OUTSTANDING LEVIES AND CONTRIBUTIONS

- 1) In the event that any fees, levies and/or contributions become due and payable to the Council by the 7th day of the succeeding month or any portion of such amount remains in arrears in terms of this Agreement, the establishment and/or owner concerned shall be liable to pay interest in accordance with the following provisions:
 - a) The interest payable shall be compounded daily on the arrear amount from the 8th day of the month in which it is due, until the full amount due has been paid to the Council;
 - b) Arrear Retirement Fund contributions shall be subject to interest at a rate as prescribed by the Pension Funds Act, 1956, as amended; and
 - c) All other arrear payments in terms of this Agreement shall be subject to interest at a rate as prescribed by the Prescribed Rate of Interest Act, 1975, as amended.

23. SICK BENEFIT FUND

- (1) The operation of the Fund established under Government Notice R1187, dated 9 July 1971, and known as "The Sick Benefit Fund for Retail Meat Trade" or the "Fund" is hereby continued.
- (2) The Fund shall consist of -
 - (a) moneys accruing from contributions as prescribed in subclause (11);
 - (b) interest on investments;
 - (c) any other money to which the Fund may become entitled.
- (3) The objects of the Fund shall be to grant benefits to members in accordance with the Rules of the Fund as determined from time to time by the Council in relation to -
 - (a) assisting members with medical and surgical attention designed to promote or preserve good health of them or their dependants;

- (b) entering into arrangements, if deemed necessary, by way of contract or contracts with medical practitioners, specialists, hospitals, nursing homes or any organisations providing medicines or medical or pharmaceutical services, any registered insurance company or companies or any organisation engaged in providing similar benefits;
 - (c) doing all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.
- (4) Membership of the Fund –
- (a) Membership of the Fund is compulsory for all employees other than a cashier, butchery assistant and shop assistant;
 - (b) Employers who are members of the Employers' Organisation are eligible for voluntary membership of the Fund in terms of the Rules of the Fund.
- (5) Every member referred to in subclause (4) shall –
- (a) complete the form prescribed by the Council, and lodge such completed form with the Secretary within 14 days of the date employment in or re-entering the Trade; and
 - (b) provide any additional information or documentary evidence as the Council may require.
- (6) The Council may, in its discretion, admit any person for whom membership is not compulsory in terms of subclause(4)(a) to voluntary membership of the Fund in terms of the Rules of the Fund.
- (7) Membership shall terminate –
- (a) concurrently with the termination of employment in the Trade in the case of a member referred to in subclause (4)(a): Provided that the Council may permit such member to retain his membership as if he were a voluntary member in terms of subclause (6) and under such conditions as the Council may determine;
 - (b) by one months' notice, in writing, being given by either the Council or a voluntary member referred to in subclause (6).
- (8) Any ex-member of the Fund shall not be entitled to any benefits subsequent to date on which the last contribution was received by the Council.
- (9) Any ex-member re-admitted to membership of the Fund, is to be regarded as an entirely new member unless otherwise decided by the Council.
- (10) Contributions to the Fund shall be payable in respect of membership for –
- (a) each completed calendar month of employment with an employer or voluntary membership of the Fund, as the case may be;
- 

- (b) part of a month of employment with an employer being not less than 15 days in any month: Provided that if an employee has been employed by more than one employer in any month and employment with the current employer terminated before the 15th day of the month, the current employer is responsible to deduct and pay over the full contribution due : Provided further that if employment with the last employer commenced on or before the 15th day of the month, the last employer is responsible to deduct and pay contributions payable.
- (11) (a) Every employer shall deduct half the amount detailed in the schedule below from the the wages payable to each employee referred to in subclause 4(a) and add to it the other half of the amount detailed in the said schedule: Provided that in the case of a trainee meat cutting technician the employer shall pay the full contribution, ie no deduction may be made from the wages of any trainee meat cutting technician;
- (b) The employer shall ensure that contributions, as detailed in the Schedule below, are received at the Council's address by no later than the 7th day of each succeeding month together with the form prescribed by the Council.

SCHEDULE

MEMBERSHIP CATEGORY	Medical	Hospital	Total
SINGLE MEMBER	R 550.00	R 1452.00	R2002.00
MEMBER + 1 ADULT DEPENDANT	R 780.00	R 2640.00	R3420.00
MEMBER + 1 CHILD DEPENDANT	R 780.00	R 1890.00	R2670.00
MEMBER + 1 ADULT + 1 CHILD DEPENDANT	R 805.00	R 3078.00	R3883.00
MEMBER + 2 CHILD DEPENDANTS	R 805.00	R 2328.00	R3133.00
MEMBER + 1 ADULT + 2 CHILD DEPENDANTS	R 830.00	R 3516.00	R4346.00
MEMBER + 3 CHILD DEPENDANTS	R 830.00	R 2328.00	R3158.00
MEMBER + 1 ADULT + 3 CHILD DEPENDANTS	R 860.00	R 3516.00	R4376.00
MEMBER + 4 CHILD DEPENDANTS	R 860.00	R 2328.00	R3188.00
MEMBER + 1 ADULT + 4 CHILD DEPENDANTS	R 885.00	R 3516.00	R4401.00
SINGLE PENSIONER	R 540.00	R 1452.00	R1992.00
PENSIONER + 1 ADULT DEPENDANT	R 765.00	R 2640.00	R3405.00
PENSIONER + MORE THAN 1 DEPENDANT	on request		

- (12) The Council shall administer the Fund in accordance with the Rules of the Fund, which Rules may not be inconsistent with the provisions of this Agreement or the Act and shall, inter alia, prescribe -
- (a) the Fund's benefits and the qualifications attaching thereto;
- (b) the procedure for lodging claims and the payment of claims;
- (c) any other matter the Council may decide.

- (13) The Council may, at any time, alter or repeal any existing Rules of the Fund or make new rules and every member of the Fund may request a copy of the Rules and amendments.
- (14) The Council shall lodge copies of the Rules of the Fund and any amendments thereto with the Director General of the Department of Labour.
- (15) All money received by the Council on behalf of the Fund shall be deposited in a separate banking account in the name of the Fund.
- (16) All payments from the Fund shall be by electronic transfer or by cheque drawn on the Fund's account and signed by two authorised signatories.
- (17) All expenses incurred in connection with the administration of the Fund are to be charged to the Fund.

24. RETIREMENT FUNDS

- (1) The operation of the Pension Fund for Retail Meat Trade, "the Pension Fund", established under Government Notice R977 dated 8 May 1981 and the Meat Trade Provident Fund, "the Provident Fund", Fund No.12/8/32928/1, are hereby continued.
- (2) Membership of one of the Funds as detailed in subclause (1) is compulsory for all employees, subject to the Rules of the Funds. If an employee works for three days a week or less membership of the fund is not compulsory.
- (3) Contributions are payable in respect of -
 - (a) each completed calendar month of employment; or
 - (b) part of a month of employment with an employer being not less than 15 days in any month : Provided that if an employee has been employed by more than one employer in any month and employment with the last employer commenced on or before the 15th day of the month, the last employer is responsible to deduct and pay over the full contribution due: Provided further that if employment with the previous employer terminated after the 15th day of the month, the previous employer is responsible to deduct and pay over the full contributions payable.
- (4) For the purpose of providing members of the Funds with benefits, every employer shall deduct five percent of the prescribed wage from the wages payable to each employee and add to it seven percent of the prescribed minimum wage. In the event of an employee who works on three days per week or less, and such employee elects to be a member of the retirement funds, the employer shall deduct three percent of the specified minimum wage

from the wages payable to an employee and add to it five percent of the specified minimum wage.

- (5) The employer is responsible to ensure that the amounts prescribed in subclause (4) are received at the Fund's address no later than the 7th day of each succeeding month together with the form prescribed by the Fund.
- (6) The Fund shall be responsible for dealing with all matters arising from or in connection with the payment of premiums to registered assurance companies in respect of and on behalf of each employee and in connection with benefits of each employee.
- (7) benefits or refundable moneys in terms of this clause, which remain unclaimed, shall be dealt with in accordance to the provisions of the Pension Funds Act, 1956, as amended.
- (8) membership of the Fund is available to employers and private members and such membership, if selected, shall be deemed compulsory in terms of subclause(2), and will be subject to the provisions of other legislation regarding retirement.
- (9) Withdrawal of contributions is subject to a three month waiting period, unless a member retires or is retrenched.

25. GROUP FUNERAL SCHEME

- (1) Membership of the Group Funeral Scheme is compulsory for all employees, other than a cashier, butchery assistant, shop assistant and casual employee, who are eligible for membership of any trade union which is a party to the Council and who has not reached the age 65 years.
- (2) For the purpose of providing members of the Fund with benefits, every employer shall, in respect of each month, deduct R40.00 from the wages payable to such members and add to such deduction an amount of R10.00.
- (3) Every employer shall ensure that the amounts referred to in subclause (2) are received at the Council's address by no later than the 7th day of each succeeding month together with the form prescribed by the Council.
- (4) The moneys received in terms of subclause (3) shall be transmitted by the Secretary to a registered assurance company in respect of and on behalf of each member to cover each member for benefits as provided for in the group policy, and subject to the terms and conditions specified therein. A copy of the policy shall be lodged with the Director General of the Department of Labour.

26. TRADE UNION SUBSCRIPTIONS

Every employer shall deduct trade union subscriptions payable to a party trade union by a member of the trade union from the wages of every trade union member and the employer shall ensure that the subscription is received at the Council's address by no later than the 7th day of each succeeding month together with the form specified by the Council.

27. EXEMPTIONS

- (1) All applications for exemption shall be in writing, addressed to the Secretary of the Council for consideration, within 30 days, of receipt of such application.
- (2) All applications for exemption shall be substantiated, and such substantiation shall include the following details -
 - (a) The period for which the exemption is required;
 - (b) the clauses and subclauses of the Agreement from which exemption is required;
 - (c) proof that the exemption applied for has been discussed by the employer, his employees and their respective representatives and the responses resulting from such consultation, either in support of or against the application, are to be included with the application.
- (3) The Secretary of the Council shall in the first instance place the applications for exemption on the agenda of the next executive committee meeting of the Council, for comment and consideration.
- (4) If the application for exemption is refused by the Council, the applicant can lodge an appeal against the Council's decision.
- (5) In terms of section 32 of the Act, the Council hereby establishes an Independent Body, being the independent body established by the National Association of Bargaining Councils, to hear and decide, as soon as possible, an appeal brought against-
 - (i) the Council's refusal of an application for exemption from the provisions of this Agreement;
 - (ii) the withdrawal of such an exemption by the Council.
- (6) The Secretary of the Council shall then provide the Independent Body with details of all the appeals brought against the Council's refusal of an exemption.
- (7) The Independent Body shall hear and decide, within 30 days, any appeal brought against the Council's refusal of an exemption.

- (8) Once the Independent Body has decided to grant an exemption, it shall advise the Council within 14 days of the date of its decision and the Secretary shall issue a certificate to the applicant(s) within 14 days of receipt of the Independent Bodies decision.
- (9) When the Independent Body decides against granting an exemption or part of an exemption requested, it shall advise the Council within 14 days of the date of such decision and shall provide the reason or reasons for not granting an exemption and the Secretary shall inform the applicants(s) accordingly within 14 days.
- (10) **Exemption Criteria:** The Independent Body shall consider all applications for exemption with reference to the following criteria -
- (a) The written and verbal substantiation provided by the applicant;
 - (b) the extent of consultation with the petition for or against granting the exemption as provided by employers or employees who are to be affected by the exemption if granted;
 - (c) the terms of the exemption;
 - (d) the infringement of basic conditions of employment rights;
 - (e) the fact that a competitive advantage is not created by the exemption;
 - (f) the viewing of the exemption from any employee benefit fund or training provision in relation to the alternative comparable bona fide benefit or provision, including the cost to the employee, transferability, administration, management and cost, growth and stability;
 - (g) the extent to which the proposed exemption undermines collective bargaining and labour peace in the Trade;
 - (h) any existing special economic or other circumstances which warrant the granting or refusal of the exemption;
 - (i) reporting requirements by the applicant and monitoring and re-evaluation processes; and
 - (j) cognisance of the recommendations contained in the Report of the Presidential Commission to Investigate Labour Market Policy.

28 EXHIBITION OF AGREEMENT

Every owner shall keep a legible copy of this Agreement in his establishment at all times, and-



- (1) make that copy available for inspection by any employee; and
- (2) give a copy to an employee who has paid the prescribe fee.

29 RESOLUTION OF DISPUTES

29A GENERAL DISPUTE SETTLEMENT PROCEDURE

- (1) Functions to be performed by the Council in terms of this Agreement, shall be performed by the Secretary. The Secretary may delegate any of his/her functions and responsibilities as set out in this Agreement
- (2) Any notice or service required in terms of this Agreement may be given by means of telefax, hand delivery or registered post
- (3) The Council may be a party to a dispute, which is processed in terms of this Agreement.
- (4) Without in any way detracting from the rights and obligations emanating from this Agreement, it shall be interpreted and applied in a manner that promotes effective dispute resolution.
- (5) The provisions of this dispute procedure stand in addition to any other legal remedy through which the Council may enforce a Collective Agreement.

29B DISPUTES CONCERNING INTERPRETATION OF THIS AGREEMENT

Any dispute about the interpretation or application of this Agreement shall be referred to the Council shall be resolved as follows -

- (a) Any dispute in terms of this Agreement shall be referred to the Council in writing. The Council shall attempt to resolve the dispute through conciliation using a suitably qualified conciliator. Within 14 days of such conciliation, the Council shall convey its decision to the disputants, or state that the dispute remains unresolved;
- (b) If the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within 7 days of the decision request that the dispute be referred to arbitration;
- (c) Should the dispute be referred for arbitration, the Council shall appoint an Arbitrator and all proceedings will be subject to the provisions of the Labour Relations Act, 1995, as amended. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall, in its discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding.

29C DISPUTES CONCERNING DISMISSALS

- (a) Any dispute that relates to the dismissal of one or more employees and that is referred to the Council shall be dealt with in terms of this clause. Any such dispute shall be referred to the Council, in writing within 30 days of the date of dismissal: Provided that the Council may condone a late referral of such a dispute on good cause shown.
- (b) The party referring the dispute shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute. This service shall be effected by means of telefax, hand delivery or registered post.
- (c) The Council shall arrange a meeting within 30 days of receipt of notification of the dispute for the purpose of attempting to resolve the dispute through conciliation.
- (d) If the Council fails to resolve the dispute or if any party is aggrieved by the Council's decision referred to in paragraph (a), it may within 7 days of the decision request that the dispute be referred to arbitration;
- (e) The Council may require the applicant to pay a fee of R100,00 as a nominal contribution to the Councils' wasted costs in convening the meeting, if the applicant fails to appear in person or if represented by an industrial relations practitioner, legal practitioner, co-employee or by a member, an office bearer or official of that party's trade union or employers' organization and, if the party is a juristic person, by a director and an employee
- (f) Should the dispute be referred for arbitration, the Council shall appoint an Arbitrator and all proceedings will be subject to the provisions of the Labour Relations Act, 1995, as amended. The arbitrator shall have the power to decide upon the procedure to be followed at the arbitration hearing, and shall, in its discretion, be entitled to make an award in respect of the parties' arbitration costs, in terms of section 138 (10) of the Act. The arbitrator's decision shall be final and binding. If, in terms of section 194 (1) of the Act, the arbitrator finds that the dismissal is procedurally unfair, the arbitrator may charge the employer an arbitration fee.

29D PROCEDURE TO ENFORCE COMPLIANCE WITH THIS AGREEMENT

The Council shall take all reasonable steps to ensure compliance with this Agreement. If, whether through its own investigations or through any other source, it appears as if the provisions of this Agreement have been breached then the following procedure shall apply to enforce compliance:

- (a) The Secretary of the Council may request designated agent to investigate the alleged breach.
- (b) If, on completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the designated agent may endeavor to secure compliance with this Agreement through conciliation. The designated agent may issue a compliance order, which calls upon a person or party to comply in a specified manner and in within a specified time period, with the terms of this Agreement
- (c) At the end of the investigation, the designated agent shall submit a report to the Secretary of the Council as to the result of the investigation, the steps taken to secure compliance with this Agreement through conciliation and the outcome thereof.
- (d) On receipt of the report, the Secretary may-
 - (i) require the designated agent to make further investigations; or
 - (ii) refer the matter to arbitration in terms of this Agreement; or
 - (iii) take such other steps as may be deemed reasonable.
- (e) If the Secretary of the Council decides to refer the matter to arbitration, he shall appoint an arbitrator to hear and determine the alleged breach of this Agreement.
- (f) The Secretary of the Council shall decide the date, time and venue of the arbitration hearing.
- (g) The Secretary of the Council shall serve notices of the date, time and venue of the arbitration on all the parties who may have legal interest in the outcome of the arbitration. Any party who has legal interest in the outcome of the arbitration shall have to right to-
 - (i) give evidence;
 - (ii) call witnesses
 - (iii) question witnesses of any other party;
 - (iv) address concluding arguments to the arbitrator;
 - (v) be represented by-
 - (aa) legal practitioner; or
 - (ab) an office bearer or official of his trade union or employers' organisation and, if the party is a juristic person, by a director or employee thereof.
- (h) The arbitrator shall have the following powers:
 - (i) To determine whether there has been a breach of the Agreement;

- (ii) to make any appropriate award that gives effect to the Agreement and ensures compliance therewith;
- (iii) to determine the appropriate form of and procedure to be followed at the arbitration proceedings;
- (iv) to make any order as to costs that he deems appropriate and where the Act provides for such an order to be made or for the Council to recover its costs of providing the arbitration service. The arbitrator shall make a costs order against the party concerned which shall, as a minimum, cover the Council's cost of dealing with the dispute;
- (v) to make an award in the absence of a party who is alleged to have breached the Agreement if-
 - (i) the party fails to appear in person or be represented at the arbitration proceedings;
 - (ii) proof is presented that such party has been notified of the proceedings;
 - (iii) prima facie evidence has been presented to the arbitration that the party in question has failed to comply with this Agreement.
- (vi) vary, rescind or amend an arbitration award made by him or any other arbitrator on good cause shown. Without limiting the generality hereof, the arbitrator shall have this power if-
 - (i) the award was erroneously sought or erroneously made in the absence of any party affected by the award;
 - (ii) the award is ambiguous or contains an obvious error or omission, but only to the effect of that ambiguity, error or omission;
 - (iii) the award was granted as a result of a mistake common to the parties to the proceedings;
- (vii) to subpoena witnesses to attend a hearing, if necessary.
- (viii) If the arbitrator finds that any party has failed to comply with any of the provisions of the Council's Collective Agreement, which is binding on that party, the arbitrator may, in addition to any other appropriate order, impose a fine.
- (ix) The maximum fine that may be imposed by the arbitrator in terms of section 33A (8)(b) of the Act-



- (a) for a failure to comply with a provision of the Collective Agreement not involving a failure to pay any amount of money, is the fine determined in terms of Table One; and
- (b) involving a failure to pay an amount due in terms of the Collective Agreement, is the greater of the amounts determined in terms of Table One and Table Two.

TABLE ONE : MAXIMUM PERMISSIBLE FINE NOT INVOLVING AN UNDERPAYMENT

No previous failure to comply	R100 per employee in respect of whom the failure to comply occurs
A previous failure to comply in respect of the same provision	R200 per employee in respect of whom the failure to comply occurs
A previous failure to comply within the previous 12 months or two previous failures to comply in respect of the same provisions within three years	R300 per employee in respect of whom the failure to comply occurs
Three previous failures to comply in respect of the same provision within three years	R400 per employee in respect of whom the failure to comply occurs
Four or more previous failures to comply in respect of the same provision within three years	R500 per employee in respect of whom the failure to comply occurs

TABLE TWO : MAXIMUM PERMISSIBLE FINE INVOLVING AN UNDERPAYMENT

No previous failure to comply	25% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within three years	50% of the amount due, including any interest owing on the amount at the date of the order
A previous failure to comply in respect of the same provision within a year, or two previous failures to comply in respect of the same provision within three years	75% of the amount due, including any interest owing on the amount at the date of the order
Three previous failures to comply in respect of the same provision within three years	100% of the amount due, including any interest owing on the amount at the date of the order
Four or more previous failures to comply in	200% of the amount due, including any interest

respect of the same provision within three years	owing on the amount at the date of the order"
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- (i) The Secretary of the Council may apply to enforce an arbitration award as if it were an order of the Labour Court, unless it is an advisory arbitration award, in terms of section 143 of the Act.
- (j) All arbitrations conducted by the Council are heard in terms of the Labour Relations Act and not the Arbitration Act 42 of 1965.

30 AGENTS

- (1) The Council may appoint one or more specified persons as Agents to assist the Council to enforce this Agreement.
- (2) The Council may apply to the Minister in terms of section 33 of the Act to appoint any person as a designated agent and, if appointed as a designated agent, such person shall have all the powers conferred on a Commissioner by section 142, read with changes to the text, except the powers conferred by section 142(1)(c) &(d). For the purpose of this subclause, any reference in section 142 of the Act to the director shall be read as a reference to the Secretary.

31 ACCOUNTING & AUDITS

The Council shall ensure that proper books of account and records are kept in respect of the funds of the Council and each Fund administered by it, in accordance with sections 53 and 54 of the Act and the Council's Constitution.



THIS DONE AND SIGNED AT JOHANNESBURG ON THIS THE 31st DAY OF
May 2017.



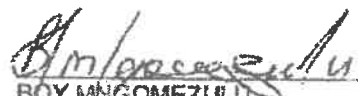
EMP BIELOVICH
Chairman of the Council



GS KOK
Vice-Chairman of the Council



C VAN RENSBURG
Secretary of the Council



BOY MNGOMEZULU
Meat and Allied Workers Union



GS KOK
Gauteng Meat Traders Employees
Union



EMP BIELOVICH
Meat Traders Association
Gauteng



GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR

NO. R. 1144

06 SEPTEMBER 2019

LABOUR RELATIONS ACT, 1995

**BARGAINING COUNCIL FOR THE MEAT TRADE, GAUTENG: EXTENSION OF
AMENDMENT OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES**

I, **THEMBELANI WALTERMADE NXESI**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the provisions of the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Bargaining Council for the Meat Trade, Gauteng**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the agreement, shall be binding on the other employers and employees in that Industry with effect from the second Monday after the date of publication of this Notice and for the period ending 30 June 2020.



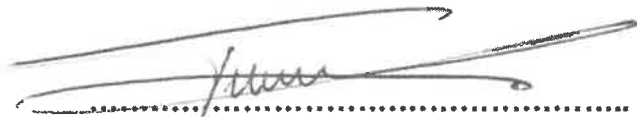
TW NXESI, MP

MINISTER OF EMPLOYMENT AND LABOUR

DATE: 19/08/2019

UMTHETHO WOBUDLELWANO KWEZABASEBENZI KA-1995**UMKHANDLU WOKUXOXISANA PHAKATHI KWABAQASHI NABASEBENZI BEMBONI YOKUHWEDA NGENYAMA: UKWELULWA KWESIVUMELWANO ESICHIBIYELAYO ESIYINGQIKITHI SABAQASHI NABASEBENZI, SELULELWA KULABO ABANGEYONA INGXEENYE YESIVUMELWANO**

Mina, **THEMBELANI WALTERMADE NXESI**, onguNgqongqoshe Wezemisebenzi Nezabasebenzi, ngokwesigaba-32(2) soMthetho Wobudlelwano Kwezabasebenzi, ka-1995, ngazisa ukuthi isivumelwano sabaqashi nabasebenzi esitholakala kwiSheduli yesiNgisi exhunywe lapha, esenziwa **uMkhandlu Wokuxoxisana phakathi Kwabaqashi Nabasebenzi Embonini Yokuhweda ngeNyama**, futhi ngokwesigaba 31 soMthetho Wobudlelwano Kwezabasebenzi, ka-1995 esibopha labo abasenzayo, sizobopha bonke abanye abaqashi nabasebenzi keleyoMboni, kusukela ngomSombuluko wesibili emva kokushicilelwa kwalesisaziso kuze kube isikhathi esiphela mhlaka 30 kuNhlangulana 2020.



TW NXESI, MP

UNGQONGQOSHE WEZEMISEBENZI NEZABASEBENZI

USUKU: 19/08/2019

SCHEDULE
BARGAINING COUNCIL FOR THE MEAT TRADE GAUTENG
COLLECTIVE AGREEMENT

made and entered into, in accordance with the provisions of the Labour Relations Act, 1995, as amended, between the

Meat Traders Association Gauteng

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

Meat and Allied Workers Union

Gauteng Meat Traders Employees' Union

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

being the parties to the Bargaining Council for the Meat Trade Gauteng to amend the agreement published under Government Notice R643 of 07 July 2017.

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed in the Meat Trade in the following Magisterial Districts:
- Alberton, Boksburg, Brakpan, Germiston, Kempton Park, Johannesburg, Randburg, Roodepoort, Benoni, Krugersdorp, Randfontein, Springs, Westonaria and the area within a 25 km radius of Church Square, Pretoria -
- (a) by all employers who are members of the employers' organization and by all
- (b) employees who are members of the trade unions, and who are engaged or employed in the Meat Trade.
- (2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply only in respect of employees for whom wages are prescribed in this Agreement.
- (3) The provisions of clauses 1(1)(a) and (b), and 1A of this Agreement shall not be binding on non-parties.

1A. PERIOD OF OPERATION

This Agreement shall come into operation on such a date fixed by the Minister of Labour in terms of section 32 of the Labour Relations Act, 1995, as amended, and shall remain in force until 30 June 2020.

2. CLAUSE 3: REMUNERATION

Substitute the following for clause 3:

"3. REMUNERATION

- "(1) As from the date of coming into operation of this Agreement, no employer shall pay and no employee shall accept wages lower than the following: -

	Per month
Admin/Office Assistant	6541.77
Cashier	4349.64
Butchery Assistant	4349.64
Shop Assistant	4177.31
Manager	10 744.01
Master meat cutting technician, grade IA.....	9938.79
Meat cutting technician, grade IB.....	8655.35
Meat cutting technician, II	5230.86
Driver	4455.93
Security Officer	4455.93
Area Manager	17 486.23

- (2) Differential rates - An employer who requires or permits an employee of one category to perform the duties of a higher paid category for longer than one hour in any one day, either in addition to his own work or in substitution thereof, shall pay such employee in respect of that day, not less than one sixth of the higher weekly wage prescribed in subclause (1)."

3. CLAUSE 23: SICK BENEFIT FUND

- (4) Substitute the schedule in clause 23 with the following schedule:

"SCHEDULE

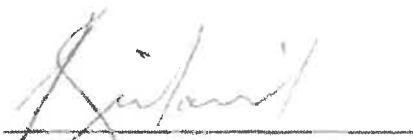
MEMBERSHIP CATEGORY	Medical	Hospital	Total
SINGLE MEMBER	R 550.00	R 1902.00	R 2452.00
MEMBER + 1 ADULT DEPENDANT	R 780.00	R 3468.00	R 4248.00
MEMBER + 1 CHILD DEPENDANT	R 780.00	R 2478.00	R 3258.00
MEMBER + 1 ADULT + 1 CHILD DEPENDANT	R 805.00	R 4044.00	R 4849.00
MEMBER + 2 CHILD DEPENDANTS	R 805.00	R 3054.00	R 3859.00
MEMBER + 1 ADULT + 2 CHILD DEPENDANTS	R 830.00	R 4620.00	R 5450.00
MEMBER + 3 CHILD DEPENDANTS	R 830.00	R 3054.00	R 3884.00
MEMBER + 1 ADULT + 3 CHILD DEPENDANTS	R 860.00	R 4620.00	R 5480.00
MEMBER + 4 CHILD DEPENDANTS	R 860.00	R 3054.00	R 3914.00
MEMBER + 1 ADULT + 4 CHILD DEPENDANTS	R 885.00	R 4620.00	R 5505.00
SINGLE PENSIONER	R 540.00	R 1902.00	R 2442.00
PENSIONER + 1 ADULT DEPENDANT	R 765.00	R 3468.00	R 4233.00
PENSIONER + MORE THAN 1 DEPENDANT	on request		

4. CLAUSE 27: EXEMPTIONS

Substitute subclause (5), subclause (6) and subclause (7) with the following:

- "(5) In terms of section 32 of the Act, the Council hereby establishes an Independent Body, which shall consist of one(1) Commissioner, accredited in accordance with the provisions of Section 128 of the Labour Relations Act, as amended, to hear and decide, as soon as possible, an appeal brought against-
- (i) the Council's refusal of an application for exemption from the provisions of this Agreement;
 - (ii) the withdrawal of such an exemption by the Council.
- (6) The Secretary of the Council shall then provide the Independent Body with details of all the appeals brought against the Council's refusal of an exemption.
- (7) The Independent Body shall hear and decide, within 30 days, any appeal brought against the Council's refusal of an exemption."

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS 20TH DAY OF FEBRUARY 2019.



EMP BIELOVICH

Chairman of the Council



GS KOK

Vice Chairman of the Council



C VAN RENSBURG

Secretary of the Council



EMP BIELOVICH

Chairman of the Meat Traders
Association (Gauteng)



BOY MNGOMEZULU

Secretary of the Meat and Allied
Workers Union



GS KOK

Secretary of the Gauteng Meat
Traders Employees Union