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**GOVERNMENT NOTICES**  
**GOEWERMENTSKENNISGEWINGS**

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**DEPARTMENT OF LABOUR**  
**DEPARTEMENT VAN ARBEID**


No. R. 436

29 May 2015

**LABOUR RELATIONS ACT, 1995**

**BARGAINING COUNCIL FOR THE MEAT TRADE, GAUTENG: EXTENSION OF  
AMENDMENT OF 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 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 ..... **2015-06-08** ..... and for the period ending 30 June 2017.

  
**MINISTER OF LABOUR**  
*08/06/2015*

**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 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 Meat Trade Gauteng to amend the agreement published under Government Notice R 792 of 25 July 2008.

**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 2017.

**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
Bookkeeper .....	4990.68
Cashier .....	2660.47
Cashier and invoice clerk .....	3652.78
Cleaning employee.....	2280.96
Labourer, I .....	2660.47
Labourer, II .....	2555.06
Manager .....	8196.55
Mass measurer and/or pricer .....	2660.47
Master meat cutting technician, grade IA.....	7582.25
Meat cutting technician, grade IB.....	6603.12
Meat cutting technician, II .....	3990.60
Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed -	
450 kg .....	2660.47
2700 kg .....	2914.06
4500 kg .....	3399.41
Salesperson .....	4033.15
Security officer .....	3399.41
Shop controller / supervisor .....	13340.16
Wrapper and/or packer .....	2555.06

- (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 22: COUNCIL FUNDS

Substitute the following for clause 22:

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 R35.00 per month from the wage payable to every employee and add to such deduction an equivalent amount;
- (c) the employer shall ensure that the above amounts are received at the Council' address by no later than the 7th day of each succeeding month, together with the form prescribed by the Council.

### 4. CLAUSE 23: SICK BENEFIT FUND

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

#### "SCHEDULE

BENEFIT			
	Medical	Hospital	Total
Single Member	526	1320	1846
Member +1 Adult	743	2400	3143
Member +1 Child	743	1716	2459
Member +1 Adult +1 Child	769	2796	3565
Member +2 Children	769	2112	2881
Member +1 Adult +2 Children	794	3192	3986
Member +3 Children	794	2112	2906
Member +1 Adult +3 Children	819	3192	4011
Member +4 Children	819	2112	2931
Member +1 Adult + 4 Children	844	3192	4036
Single Pensioner	516	1320	1836
Pensioner+ 1 Adult	733	2400	3133

**5. CLAUSE 24: RETIREMENT FUNDS**

Substitute sub-clause(5) and (6) with the following:

- “(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 7<sup>th</sup> 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.”

Delete sub-clause(8) and replace sub-clause(7) with the following:

- “(7) benefits or refundable monies in terms of this clause, which remain unclaimed, shall be dealt with in accordance to the provisions of the Pension Funds Act, as amended.”

**6. CLAUSE 27: EXEMPTIONS**


Substitute sub-clause(1) with the following:

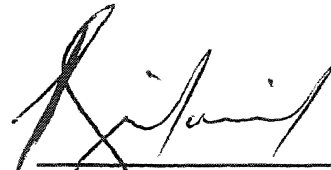
- “(1) All applications for exemption shall be in writing, addressed to the Secretary of the Council for consideration, within 30 days, of receipt of such application.”

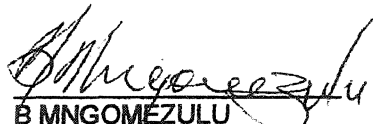
Substitute sub-clause(7) with the following:


- “(7) The Independent Body shall hear and decide on, within 30 days, any appeal brought against the Council’s refusal of an exemption.”

THIS DONE AND SIGNED AT JOHANNESBURG ON THIS THE 26<sup>TH</sup> DAY OF NOVEMBER 2014.

  
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GS Kok  
Gauteng Meat Traders Employees  
Union

  
\_\_\_\_\_  
E Bielewicz  
Meat Traders Association  
Gauteng

  
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B MNGOMEZULU  
Meat and Allied Workers Union

  
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C VAN RENSBURG  
Secretary of the Council