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**GOVERNMENT NOTICES**  
**GOEWERMENTSKENNISGEWINGS**

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

No. R. 838

14 August 2009

**LABOUR RELATIONS ACT, 1995**

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

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister of Labour, hereby in terms of section 31(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 Trade, with effect from 24 August 2009 and for the period ending 30 June 2011.

**MMS MDLADLANA**  
**MINISTER OF LABOUR**

No. R. 838

14 August 2009

**WET OP ARBEIDSVERHOUDINGE, 1995**

**BEDINGINGSRAAD VIR DIE VLEISBEDRYF, GAUTENG: UITBREIDING VAN WYSIGING  
VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE**

Ek, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, Minister van Arbeid, verklaar hierby, kragtens artikel 31(2) van die Wet op Arbeidsverhoudinge, 1995, dat die kollektiewe ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Bedingingsraad vir die Vleisbedryf, Gauteng, aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Bedryf, met ingang van 24 Augustus 2009 en vir die tydperk wat op 30 Junie 2011 eindig.

**MMS MDLADLANA**  
**MINISTER VAN ARBEID**

**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 Distributors and Allied Workers' Union South Africa (MDAWUSA)**

**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 2011.

### **2. CLAUSE 2: DEFINITIONS**

Substitute the undermentioned definitions in clause 2 with the following:

**“master meat cutting technician, grade 1A”** means an employee who -

- (a) performs the duties of a meat cutting technician;
- (b) may supervise the work of other employees; and
- (c) who is in possession of a Certificate in Meat Cutting issued by the Bargaining Council for Meat Trade indicating that he has qualified as a master meat cutting technician, grade 1A in a trade test performed by an examiner approved by the Council;

**“meat cutting technician”** 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; except in the case of a meat cutting technician, grade II
- (d) may undertake any other work in an establishment;

**“meat cutting technician, grade IB”** means an employee who -

- (a) performs the duties of a meat cutting technician;
- (b) may supervise the work of other employees; and

**“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) converts meat carcasses or parts of carcasses into various portions for separate pre-wrapping prior to the sale of such pre-wrapped portions;
- (b) may only perform such work for a period of three years, where after he shall be required to undergo a trade test performed by an examiner approved by the Council;

Delete the following definitions in clause 2:

**“trainee meat cutting technician”** means an employee who –

- (a) is undergoing a training course for meat cutting technicians in terms of the Council's Training Scheme and Fund Agreement; and
- (b) may perform the duties of a meat cutting technician under the supervision of a master meat cutting technician, grade IA or a meat cutting technician, grade IB;

**“trainee shop controller/supervisor”** means an employee who -

- (a) is undergoing a training course for shop controller/supervisor in terms of the Council's Training Scheme and Fund Agreement; and

- (b) may assist a shop controller / supervisor in the performance of his duties;

### 3. 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 .....	3601.00
Cashier .....	1920.00
Cashier and invoice clerk .....	2636.00
Cleaning employee.....	1646.00
Labourer, I .....	1920.00
Labourer, II .....	1843.80
Manager .....	5915.00
Mass measurer and/or pricer .....	1920.00
Master meat cutting technician, grade IA.....	5471.80
Meat cutting technician, grade IB.....	4765.20
Meat cutting technician, II .....	2879.80
Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed -	

450 kg .....	1920.00
2700 kg .....	2102.80
4500 kg .....	2453.20
Salesperson .....	2910.40
Security officer .....	2453.20
Shop controller / supervisor .....	9627.20
Wrapper and/or packer .....	1843.80

- (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. CLAUSE 23: SICK BENEFIT FUND

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

**"SCHEDULE**

<b>BENEFIT</b>	<b>Monthly Salary R1000- R4000</b>			<b>Monthly Salary R 4001 +</b>		
	<b>Medical</b>	<b>Hospital</b>	<b>Total</b>	<b>Medical</b>	<b>Hospital</b>	<b>Total</b>
Single Member	R 456.00	R 684.00	R 1,140.00	R501.00	R 684.00	R1,185.00
Member +1 Adult	R 642.00	R 1,242.00	R 1,884.00	R708.00	R1,242.00	R1,950.00
Member +1 Child	R 642.00	R 894.00	R 1,536.00	R708.00	R 894.00	R1,602.00
Member +1 Adult +1 Child	R 660.00	R 1,452.00	R 2,112.00	R732.00	R1,452.00	R2,184.00
Member +2 Children	R 660.00	R 1,104.00	R 1,764.00	R732.00	R1,104.00	R1,836.00
Member +1 Adult +2 Children	R 684.00	R 1,662.00	R 2,346.00	R756.00	R1,662.00	R2,418.00
Member +3 Children	R 684.00	R 1,104.00	R 1,788.00	R756.00	R1,104.00	R1,860.00
Member +1 Adult +3 Children	R 708.00	R 1,662.00	R 2,370.00	R780.00	R1,662.00	R2,442.00
Member +4 Children	R 708.00	R 1,104.00	R 1,812.00	R780.00	R1,104.00	R1,884.00
Single Pensioner	R 446.00	R 684.00	R 1,130.00			
Pensioner+ 1 Adult	R 632.00	R 1,242.00	R 1,874.00			

**5. CLAUSE 24: RETIREMENT FUNDS**

Substitute subclause 4 with the following

- "(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."

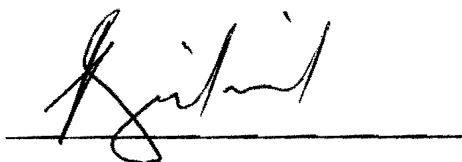
**6. CLAUSE 25: GROUP FUNERAL SCHEME**

(1) Substitute the following for subclause (2):

"(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."

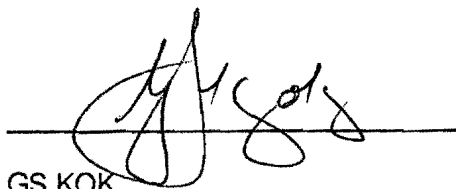


THUS DONE AND SIGNED AT JOHANNESBURG ON THIS .....<sup>15th</sup> DAY OF  
..... JULY ..... 2009.



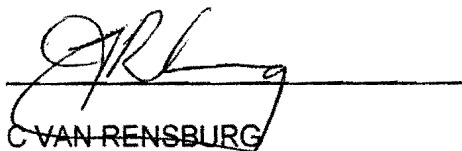
EMP BIELOVICH

Chairman of the Council



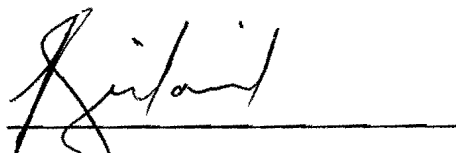
GS KOK

Vice Chairman of the Council

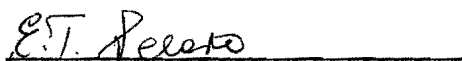


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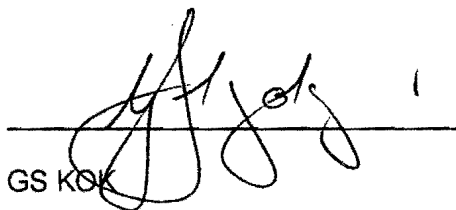
For the Secretary of the Council



EMP BIELOVICH

Chairman of the Meat Traders  
Association (Gauteng)

ET SELOORO

Secretary of the Meat Distributors and  
Allied Workers Union (South Africa)

GS KOK

Secretary of the Gauteng Meat  
Traders Employees Union