# DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 97

15 February 2013

# 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 **25 February 2013** and for the period ending 30 June 2014.

MILDRED NELISIWE OLIPHANT MINISTER OF LABOUR

#### 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 2014.

# 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	4278.80	
Cashier	2281.00	
Cashier and invoice clerk	3131.60	
Cleaning employee	1955.50	
Labourer, I	2281.00	
Labourer, II	2190.50	
Manager	7027.20	
Mass measurer and/or pricer	2281.00	
Master meat cutting technician, grade IA	6500.60	
Meat cutting technician, grade IB	5661.20	S
Meat cutting technician, II	3421.30	
Motor vehicle driver, the unladen mass of which vehicle together with the		
unladen mass of any trailer does not exceed -		
450 kg	2281.00	
2700 kg	2498.30	
4500 kg	2914.50	<i>\$\</i> \$
Salesperson	3457.80	
Security officer	2914.50	
Shop controller / supervisor	11437.00	
Wrapper and/or packer	2190.50	n s

(2) <u>Differential rates</u> - 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

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 R30.00 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:

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BENEFIT	Monthly Salary R1000- R4000				Monthly Salary R 4001 +					
	Medical	Network	Hospital	Total Network	Total Hospital	Medical	Network	Hospital	Total Network	Total Hospital
Single Member	456	930	1026	1386	1482	501	930	1026	1431	1527
Member +1 Adult	642	1686	1860	2328	2502	708	1686	1860	2394	2568
Member +1 Child	642	1206	1332	1848	1974	708	1206	1332	1914	2040
Member +1 Adult +1 Child	660	1962	2166	2622	2826	732	1962	2166	2694	2898
Member +2 Children	660	1482	1638	2142	2298	732	1482	1638	2214	2370
Member +1 Adult +2 Children	684	2238	2472	2922	3156	756	2238	2472	2994	3228
Member +3 Children	684	1482	1638	2166	2322	756	1482	1638	2238	2394
Member +1 Adult +3 Children	708	2238	2472	2946	3180	780	2238	2472	3018	3252
Member +4 Children	708	1482	1638	2190	2346	780	1482	1638	2262	2418
Member +1 Adult + 4 Children	732	2238	2472	2970	3204	804	2238	2472	3042	3276
Single Pensioner	446	930	1026	1376	1472					
Pensioner+ 1 Adult	632	1686	1860	2318	2492					

### 5. CLAUSE 24: RETIREMENT FUNDS

Substitute sub-clause (8) with the following:

"(8) 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, as amended."

16 TH DAY OF NOVEMBER THUS DONE AND SIGNED AT JOHANNESBURG ON THIS .... 2012.

**EMP BIELOVICH** 

Chairman of the Council

C VAN RENSBURG

Secretary of the Council

COLIN APPIES Secretary of the Meat and Allied Workers Union

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Vice Chairman of the Council

EMP BIELOVICH Chairman of the Meat Traders Association (Gauteng)

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Secretary of the Gauteng Meat

Traders Employees Union