

**DEPARTMENT OF LABOUR
DEPARTEMENT VAN ARBEID**

No. R. 792

25 July 2008

LABOUR RELATIONS ACT, 1995

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

I, MEMBATHISI MPHUMZI SHEPHERD MDLADLANA, 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 Trade, with effect from04 August 2008..... and for the period ending 30 June 2011.

**M M S MDLADLANA
MINISTER OF LABOUR**

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, between the

Meat Traders' Association (Gauteng)

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

Meat Distributors and Allied Workers' Union of 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 the 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, Westonaria and the area within a 25 km radius of Church Square, Pretoria -

- (a) by all employers who are members of the employers' organisation; and
- (b) by all 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), 1A, and 2 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, and shall remain in force until 30 June 2011.

2. SPECIAL PROVISIONS

The provisions of clauses 5(6)(c) and 26 of the Agreement published under Government Notice No. R. 856 of 28 June 2002 (hereinafter referred to as the "Former Agreement") as further extended, renewed, amended and re-enacted from time to time, shall apply to employers and employees, who are members of the parties to this Agreement.

3. GENERAL PROVISIONS

The provisions of clauses 2 to 5(6)(b), 5(6)(d) to 25 and 27 to 31 of the Former Agreement as further extended, renewed, amended and re-enacted from time to time, shall apply to all employers and all employees in the Meat Trade.

4. CLAUSE 3 OF THE FORMER AGREEMENT: 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
	R
Bookkeeper	3 274,20
Cashier	1 745,40
Cashier and invoice clerk	2 396,40
Cleaning employee.....	1 496,20
Labourer, I	1 745,40
Labourer, II	1 676,20
Manager	5 377,20
Mass measurer and/or pricer	1 745,40
Master meat cutting technician, grade IA.....	4 974,20
Meat cutting technician, grade IB.....	4 332,00
Meat cutting technician, grade II	2 618,00
.....	
Motor vehicle driver, the unladen mass of which vehicle together with the unladen mass of any trailer does not exceed -	
450 kg	1 745,40
2 700 kg	1 911,60
4 500 kg	2 230,20
Salesperson	2 645,80
Security officer	2 230,20
Shop controller/supervisor	8 752,00

Trainee meat cutting technician -	
during first year of experience	1 703,80
during second year of experience	2 091,60
during third year of experience	2 230,20
Trainee shop controller/supervisor	4 332,00
Wrapper and/or packer	1 676,20

- (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).".

5. CLAUSE 22 OF THE FORMER AGREEMENT: COUNCIL FUNDS

Substitute the following for clause 22:

"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 every establishment he owns or conducts, pay a monthly levy of R45,00;
- (b) every employer shall deduct R25,00 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's address by no later than the 7th day of each succeeding month, together with the form prescribed by the Council.”.

6. CLAUSE 23 OF THE FORMER AGREEMENT: SICK BENEFIT FUND

- (1) Substitute the following for subclause (4):

“(4) *Membership of the Fund:*

- (a) Membership of the Fund is compulsory for all employees other than a cashier, labourer I or II, mass measurer and/or pricer, wrapper and/or packer, cleaning employee and driver (450 kg);
- (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.”.

- (2) Substitute the following for subclause (11)(b):

- “(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.”.

- (3) Substitute the following for subclause (16):

- “(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.”.

(4) Substitute the following schedule for the schedule in clause 23:

"SCHEDULE

MEMBERSHIP CATEGORY	MONTHLY SALARY	
	R1 000,00 TO R4 000,00	R4 000,00 UPWARDS
Single member	R1 176,00	R1 221,00
Member + one adult dependant	R1 950,00	R2 016,00
Member + two dependants (one adult + one child	R2 190,00	R2 262,00
Member + three dependants (one adult + two children)	R2 436,00	R2 508,00
Member + four dependants (one adult + three children)	R2 460,00	R2 532,00
Member + four dependent children	R1 872,00	R1 944,00
Single pensioner	R1 166,00	
Pensioner + one dependant	R1 940,00	
Pensioner + two or more dependants	RATE ON REQUEST	

7. CLAUSE 24 OF THE FORMER AGREEMENT: RETIREMENT FUNDS

Substitute the following for subclause (5):

"(5) The employer is responsible to ensure that the amounts prescribed in subclause (4) are received at the Council's address no later than the 7th day of each succeeding month together with the form prescribed by the Council."

8. CLAUSE 25 OF THE FORMER AGREEMENT: 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 R35,00 from the wages payable to such members and add to such deduction an amount of R10,00.”.

(2) Substitute the following for subclause (3):

“(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.”.

9. CLAUSE 26 OF THE FORMER AGREEMENT: TRADE UNION SUBSCRIPTIONS

Substitute the following for clause 26:

"26. TRADE UNION SUBSCRIPTIONS

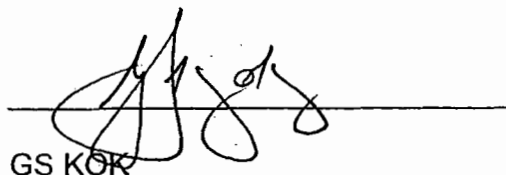
Every employer shall deduct trade union subscriptions payable to a party trade union by a member of the trade union from the wages of every trade union member and the employer shall ensure that the subscription is received at the Council’s address by no later than the 7th day of each succeeding month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

THUS DONE AND SIGNED AT JOHANNESBURG ON THIS ..16th..... DAY OF
MAY..... 2008.



EMP BIELOVICH

Chairman of the Council



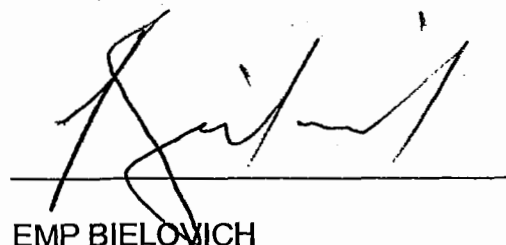
GS KOK

Vice Chairman of the Council

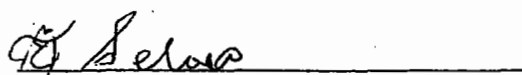


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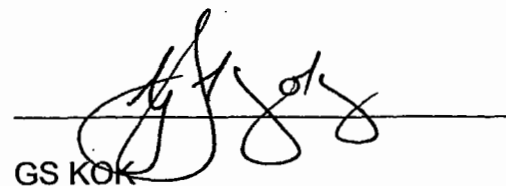
For the Secretary of the Council



EMP BIELOVICH

Chairman of the Meat Traders
Association (Gauteng)

ET SELORO

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

GS KOK

Secretary of the Gauteng Meat
Traders Employees Union