

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA
THE UNION OF SOUTH AFRICA

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*Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1720.]

[6 Julie 1951.]

NYWERHEID-VERSOENINGSWET, 1937.

BROUNYWERHEID, KAAP.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiertoe verskyn en op die Brounywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag bindend is op die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13, 15, 16 en 18 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die munisipale gebied Kaapstad; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13, 15, 16 en 18 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf die genoemde tweede Maandag in die munisipale gebied Kaapstad *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

P. O. SAUER,

Waarnemende Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1720.]

[6 July 1951.]

INDUSTRIAL CONCILIATION ACT, 1937.

BREWING INDUSTRY, CAPE.

I, PAUL OLIVER SAUER, Acting Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Brewing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organization and the trade union which entered into the said agreement and upon the employers and employees who are members of that organization or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in Clauses 3 to 13 (inclusive), 15, 16 and 18 of the said Agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the municipal area of Cape Town; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act declare that in the municipal area of Cape Town and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in Clauses 3 to 13 (inclusive), 15, 16 and 18 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee”, contained in section *one* of the said Act.

P. O. SAUER,

Acting Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BROUNYWERHEID,
KAAPSTAD:

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur die

„South African Brewing Industry Association”

(hierna „die werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

„Brewery Employers' Union (Cape Peninsula)”

(hierna „die werknemers” of „die vakvereniging” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Brounywerheid, Kaapstad.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die munisipale gebied Kaapstad nagekom word deur alle werkgewers en werknemers in die brounywerheid wat lede van die werkgewersorganisasie en die vakvereniging is en vir wie lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid vasstel ingevolge artikel *agt-en-veertig* van die Wet en bly van krag vir 'n tydperk van twee jaar of vir 'n tydperk wat deur hom vasgestel word.

3. WOORDEBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in daardie Wet; elke verwysing na 'n wet sluit elke wysiging van dié wet in en tensy die teenoorgestelde blykbaar bedoel word, is by woorde wat die manlike geslag aandui, ook vrouens inbegrepe; voorts, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„volwassene”, 'n werknemer van 21 jaar of ouer;

„brounywerheid” of „nywerheid”, sonder om die gewone betekenis van die uitdrukking op enige wyse te beperk, die nywerheid wat uitgeoefen word deur werkgewers wat bier ooreenkomstig die Drankwet, 1928, brou en/of mout vir die brou van bier vervaardig;

„los werknemer”, 'n werknemer in diens as 'n algemene arbeider graad II, wat vir 'n tydperk van hoogstens een maand by dieselfde werkgewer in diens is;

„Raad”, die Nywerheidsraad vir die Brounywerheid, Kaapstad, geregistreer ingevolge artikel *twee* van die Nijverheid Verzoenings Wet, 1924, en wat beskou word as geregistreer te wees kragtens artikel *neëntien* van die Wet;

„dagloon”, die weekloon in hierdie Ooreenkoms voorgeskryf, gedeel deur ses;

„diens”, die totale dienstydperk van 'n werknemer in die brounywerheid in die bedryf waarin hy in diens is;

„inrigting”, elke plek waarin een of meer werknemer in die brounywerheid in diens is;

„algemene arbeider, graad I”, 'n werknemer wat die persoon wat in beheer van 'n afdeling is, regstreeks bystaan;

„algemene arbeider graad II”, 'n werknemer wat nie andersins in hierdie Ooreenkoms genoem word nie;

„uurloon”, die weekloon gedeel deur 46;

„skofwerker”, 'n werknemer wat op ononderbroke prosesse in skofte van agt uur elk in ondervermelde afdelings werksaam is—verkoeling, masjienkamer, ketelhuys, brougis- en moutafdelings;

„werkdag”, die tydperk wat op 'n dag gewerk word van die tyd wat 'n werknemer begin werk tot die tyd waarop hy die werk vir die dag staak;

„tydelike werknemer”, 'n werknemer wat vir 'n tydperk van hoogstens twee opeenvolgende maande in diens is van die datum af waarop hy in enigen van die vakke, bepaal in artikel 4 (1) (a) tot (k) (i), in diens geneem word;

„loon”, 'n weekloon.

4. LONE.

(1) Die ondergenoemde minimum lone moet aan die genoemde klasse werknemers betaal word:—

	Per week.		
	£	s.	d.
(a) (i) Kuiper	6	7	0
(ii) Werktuigkundige en monteur	8	12	6
(b) Kelderwerker, maalkamerwerker, versender, mouteryvoorman, broueryvoorman, werfvoorman, giskamervoorman en skofwerker in mouteryafdeling:—			
Eerste 12 maande diens	5	2	0
Daarna	6	2	0
(c) Bottelafdeling:—			
(i) Voorman in beheer	6	2	0
(ii) Bottelaar, kroonkurker, en finale besigtiger:—			
Eerste 12 maande diens	2	17	0
Daarna	3	12	0
(iii) Pulpwasser:—			
Eerste 12 maande diens	2	17	0
Daarna	3	12	0
(iv) Etiketteerder en draer	2	6	0

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BREWING INDUSTRY,
CAPE TOWN.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

South African Brewing Industry Association

(hereinafter referred to as “the employers” or “the employers' organization”), of the one part, and the

Brewery Employers' Union (Cape Peninsula)

(hereinafter referred to as “the employees” or “the trade union”), of the other part,

being the parties to the Industrial Council for the Brewing Industry, Cape Town.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Cape Town by all employers and employees in the Brewing Industry, who are members of the employers' organization and the trade union, and for whom wages are prescribed in section 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister of Labour in terms of section *forty-eight* of the Act, and shall continue in force for a period of two years, or such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement, which are defined in the Act, shall have the same meaning as in that Act, any reference to an Act shall include any amendment to such Act, and, unless the contrary intention appears, words importing the masculine gender shall include females: further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“adult” means an employee of the age of 21 years or over;

“Brewing Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry carried on by employers engaged in brewing malt liquor in terms of the Liquor Act, 1928, and/or the manufacture of malt in connection with the brewing of malt liquor;

“casual employee” means an employee, engaged as a general labourer, Grade II, who is employed for a period not longer than one month with the same employer;

“Council” means the Industrial Council for the Brewing Industry, Cape Town, registered in terms of section *twee* of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of section *nineteen* of the Act;

“day's pay” means the weekly wage prescribed in this Agreement divided by six;

“employment” means the total period of service an employee has had in the Brewing Industry in the occupation in which he is employed;

“establishment” means any place in which one or more employees are engaged in the Brewing Industry;

“general labourer, Grade I” means an employee who directly assists the man in charge of a department;

“general labourer, Grade II” means an employee not otherwise specified in this Agreement;

“hourly wage” means the weekly wage divided by 46;

“shiftman” means an employee who is employed in continuous processes in shifts of eight hours each in the following departments—refrigeration, engine room, boiler room, brewing and fermenting departments and maltings;

“spreadover” means the period in any day from the time when the employee begins work to the time when he finishes work for the day;

“temporary employee” means an employee who is employed for a period not exceeding one month from the date on which he is employed in any of the occupations prescribed in section 4 (1) (a) to (k) (i);

“wage” means a weekly wage.

4. WAGES.

(1) The following minimum wages shall be paid to the under-mentioned classes of employees:—

	Per Week.		
	£	s.	d.
(a) (i) Cooper	6	7	0
(ii) Mechanic and fitter	8	12	6
(b) Cellarman, millroom man, despatcher, malting foreman, brewhouse foreman, yard foreman, fermentingroom foreman and shiftman in maltings:—			
First 12 months of employment	5	2	0
Thereafter	6	2	0
(c) Bottling Department:—			
(i) Foreman in charge	6	2	0
(ii) Bottler, crown corker, and final sighter:—			
First 12 months of employment	2	17	0
Thereafter	3	12	0
(iii) Pulp Washer:—			
First 12 months of employment	2	17	0
Thereafter	3	12	0
(iv) Labeller and carrier	2	6	0

	Per week. £ s. d.
(d) Vervoer:—	
(i) Bestuurder van stoomlorrie of motorlorrie (bo twee ton):—	
Eerste 12 maande diens	4 12 0
Tweede 12 maande diens	5 2 0
Daarna	6 2 0
(ii) Bestuurder van 'n ligter motorlorrie (nie bo twee ton nie)	4 6 0
(iii) Bestuurder van 'n perde- of muilevoertuig	2 17 0
(iv) Werfvervoer-werknemer	2 14 6
(v) Lorriebestuurderhelper (behalwe bestuur)	2 9 6
(e) Wag	4 2 0
(f) Werfkontroleur	4 2 0
(g) Masjinis van vaste masjien (behalwe monteur) en lokomotiefmasjinis	6 2 0
(h) Tapbier-toonbankmonteur en -skoonmaker	3 2 0
(i) Kistehersteller—	
eerste ses maande diens	3 2 0
daarna	3 12 0
(j) Algemene hersteller—	
(i) handlanger graad I	6 2 0
(ii) handlanger graad II	4 12 0
(k) Algemene arbeiders—	
(i) graad I:—	
Eerste 12 maande diens	2 17 0
Daarna	3 12 0
(ii) graad II	1 18 0
(l) Los werknemer: 6s. 4d. per dag of gedeelte van 'n dag.	
(2) 'n Tydelike werknemer moet loon betaal word teen die dagloon vir die vak waarin hy werksaam is.	
(3) Niks in hierdie Ooreenkoms het die uitwerking om die loon te verminder wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie.	
(4) Lewenskostoelae.—Benewens die lone wat by subartikel (1) van hierdie artikel voorgeskryf word, moet 'n werkgewer, aan elke van sy werknemers vir wie 'n loon aldus voorgeskryf word, 'n lewenskostoelae betaal van minstens die bedrag wat in onderstaande skaal voorkom of enige toelae wat by Oorlogsmaatregel No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word, voorgeskryf is, watter een ook al die grootste is:—	

Weekloon.	L.K.T.
£ s. d.	£ s. d.
1 15 0 tot 2 0 0	1 2 0
Oor 2 0 0 " 2 5 0	1 2 0
" 2 5 0 " 2 10 0	1 7 0
" 2 10 0 " 2 15 0	1 8 6
" 2 15 0 " 3 0 0	1 8 6
" 3 0 0 " 3 5 0	1 9 0
" 3 5 0 " 3 10 0	1 9 6
" 3 10 0 " 3 15 0	1 11 0
" 3 15 0 " 4 0 0	1 11 6
" 4 0 0 " 4 10 0	1 14 0
" 4 10 0 " 5 0 0	1 14 0
" 5 0 0 " 5 10 0	1 16 0
" 5 10 0 " 6 0 0	1 18 0
" 6 0 0 " 6 10 0	2 0 0
6 10 0 en oort.	2 2 0

5. TOELAE VIR LANG DIENS.

Benewens die besoldiging wat by artikel 4 voorgeskryf word, is elke werknemer wat vyf jaar diens by dieselfde werkgewer voltooi het, geregtig tot 'n toelae van tien pennies per dag, en dit moet aan hom betaal word, om elke werknemer wat tien jaar diens by dieselfde werkgewer voltooi het, is geregtig tot 'n toelae van een shilling en ses pennies per dag en dit moet aan hom betaal word.

6. BETALING VAN VERDIENSTE.

(1) Lone vir gewone tyd en oortyd en alle ander besoldiging moet weekliks kontant betaal word, of by diensbeëindiging as dit voor die gewone betaaldag van die inrigting plaasvind, en moet in 'n kovert of ander houër wees wat op die buitekant, of op 'n strokie daarin, die werknemer se naam en bedryf, tesame met besonderhede van die bedrag wat aan die werknemer verskuldig is aan lone, lewenskostoelae en oortyd en besonderhede van kortings wat daarvan afgetrek is, vermeld met betrekking tot die tydperk waarvoor betaling gedoen word.

(2) Geen premie vir die opleiding van 'n werknemer mag deur 'n werkgewer gevorder of aangeneem word nie.

(3) Behoudens soos bepaal in subartikel (4) van hierdie artikel, mag geen kortings van enige aard, behalwe onderstaande, van die bedrag wat aan 'n werknemer verskuldig is, afgetrek word nie:—

- As 'n werknemer sonder verlof van sy werk afwesig is, 'n pro rata bedrag vir die tydperk van die afwesigheid;
- met skriftelike toestemming van die werknemer, kortings vir bydraes aan die fondse van die vakvereniging;
- heffings ingevolge artikel 13 van hierdie Ooreenkoms;
- elke bedrag wat 'n werkgewer ingevolge 'n wet, ordonansie, of regsgeeding verplig is om namens 'n werknemer te betaal.

	Per Week. £ s. d.
(d) Transport:—	
(i) Driver of steam or motor lorry (over two tons):—	
First 12 months of employment	4 12 0
Second 12 months of employment	5 2 0
Thereafter	6 2 0
(ii) Driver of lighter motor lorry (not exceeding two tons)	4 6 0
(iii) Driver of horse or mule-drawn vehicle	2 17 0
(iv) Yard transport man	2 14 6
(v) Lorry driver's assistant (excluding driving)	2 9 6
(e) Watchman	4 2 0
(f) Checker in yard	4 2 0
(g) Stationary-engine driver (other than fitter) and locomotive driver	6 2 0
(h) Draught beer bar fitter and cleaner	3 2 0
(i) Box repairer:—	
First six months of employment	3 2 0
Thereafter	3 12 0
(j) General repair hand:—	
(i) Handyman, Grade I	6 2 0
(ii) Handyman, Grade II	4 12 0
(k) General Labourer:—	
(i) Grade I:—	
First 12 months of employment	2 17 0
Thereafter	3 12 0
(ii) Grade II	1 18 0
(l) Casual employee: 6s. 4d. per day or part of a day.	

(2) A temporary employee shall be paid wages at the daily rate for the occupation in which he is employed.

(3) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee at the date on which this Agreement comes into operation.

(4) Cost of Living Allowances.—In addition to the wages prescribed in sub-section (1) of this section, an employer shall pay to each of his employees for whom a wage is so prescribed a Cost of Living Allowance amounting to not less than the amount shown in the following scale or any allowance prescribed by War Measure No. 43 of 1942, as amended or as may be amended from time to time, whichever is the greater.

Weekly Wage.	C.O.L.A.
£ s. d.	£ s. d.
1 15 0 up to 2 0 0	1 2 0
Over 2 0 0 " 2 5 0	1 2 0
" 2 5 0 " 2 10 0	1 7 0
" 2 10 0 " 2 15 0	1 8 6
" 2 15 0 " 3 0 0	1 8 6
" 3 0 0 " 3 5 0	1 9 0
" 3 5 0 " 3 10 0	1 9 6
" 3 10 0 " 3 15 0	1 11 0
" 3 15 0 " 4 0 0	1 11 6
" 4 0 0 " 4 10 0	1 14 0
" 4 10 0 " 5 0 0	1 14 0
" 5 0 0 " 5 10 0	1 16 0
" 5 10 0 " 6 0 0	1 18 0
" 6 0 0 " 6 10 0	2 0 0
6 10 0 and over	2 2 0

5. LONG SERVICE ALLOWANCE.

In addition to the remuneration prescribed in section 4, every employee who has completed 5 years' service with the same employer shall be entitled to and shall be paid an allowance of ten pence per day, and every employee who has completed ten years' service with the same employer shall be entitled to and shall be paid an allowance of one shilling and six pence per day.

6. PAYMENT OF EARNINGS.

(1) Wages, overtime and all other remuneration shall be paid in cash weekly or on termination of employment if this takes place before the ordinary payday of the establishment and shall be contained in an envelope or other container showing on the outside or by means of a slip contained therein, the employer's name and occupation, together with particulars of the amount due to the employee in wages, cost of living allowance and overtime and details of any deductions made therefrom in respect of the period for which payment is being made.

(2) No premium for the training of an employee shall be charged or accepted by an employer.

(3) Subject to the provisions of sub-section (4) of this section, no deductions of any description other than the following shall be made from the amount due to an employee:—

- When an employee is absent from work without leave, a pro rata amount for the period of such absence;
- with the written consent of the employee, deductions for contributions to the funds of the trade union;
- levies in terms of section 13 of this Agreement;
- any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.

(4) As 'n werknemer nalaat om in te klok as hy begin werk, of om uit te klok as hy die werk staak, word dit beskou dat hy sonder verlof van sy werk afwesig is, maar as dié werknemer tot bevrediging van die werkgever kan bewys dat hy werklik gewerk het toe hy versuim het om „in te klok, uit te klok”, is hy onderworpe aan 'n maksimum korting van een uur se betaling vir die versuim. As bevind word dat 'n werknemer vir 'n ander werknemer „inklok” of „uitklok”, is hy onderworpe aan onmiddellike ontslag.

7. WERKURE.

(1) Behoudens vrystelling deur die Raad verleen, mag die gewone werkure van 'n werknemer [behalwe 'n skofwerker, wag, of 'n werknemer vir wie 'n loon in paragraaf (d) (i), (ii), (iii) en (v) van subartikel (1) van artikel 4 van hierdie Ooreenkoms voorgeskryf word] hoogstens 8½ uur per dag van Maandag tot Vrydag en 5 uur op Saterdag, of 'n totaal van ses-en-veertig in 'n week wees.

Die gewone werkure van 'n skofwerker mag hoogstens 8 uur per skof of 46 uur per week wees en die gewone werkure van 'n wag mag hoogstens 12 uur per dag of 72 uur per week wees.

(2) Die gewone werkure van werknemers vir wie 'n loon in subartikel (1) (d) (i), (ii) en (iii) en (v) van artikel 4 van hierdie Ooreenkoms voorgeskryf word, moet ses-en-veertig uur wees en kan ingedeel word binne 'n werkdag van hoogstens elf uur per dag.

(3) Geen werknemer, behalwe 'n skofwerker of 'n werknemer vir wie 'n loon in subartikel (1) (d) (i), (ii) (iii), (v) en (e) van artikel 4 van hierdie Ooreenkoms voorgeskryf word, mag vir 'n ononderbroke tydperk van meer as vyf uur werk sonder 'n ononderbroke pouse van minstens een uur nie. Met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke onderbreek deur 'n pouse van minder as een uur as ononderbroke beskou moet word.

(4) Elke werknemer wat op 'n skof werk, moet geleentheid gegee word om kos te eet en dié tydperk moet beskou word as tyd gewerk.

8. DIFFERENSIËLE LONE EN ANDER VOORWAARDES.

(1) 'n Werknemer van wie op 'n dag vereis word om twee of meer soorte werk te doen waarvoor verskillende lone hierin voorgeskryf word, moet vir die tyd wat aldus gewerk word, teen die hoogste loon betaal word; met dien verstande egter, dat die bepaling van hierdie subartikel nie op 'n werknemer wat as plaasvervanger vir 'n ander werknemer dien, van toepassing is nie terwyl dié ander werknemer afwesig is weens ongeval, siekte of met vakansieverlof met volle betaling, onderworpe aan die voorwaardes dat dié tydperk van afwesigheid nie langer as 14 dae mag wees nie.

Die bepaling van hierdie subartikel is nie van toepassing op 'n werknemer wat gedurende 'n etensuur as plaasvervanger vir 'n ander werknemer optree nie.

(2) Waar twee of meer bepalinge op 'n werknemer van toepassing is, moet dié wat vir die werknemer die gunstigste is, toegepas word.

9. OORTYD.

(1) Alleen met voorafgaande toestemming van die Raad mag meer as tien uur per week oortyd gewerk word.

(2) Anderhalf maal die werknemer se gewone weekloon, behalwe toelae vir lang diens, lewenskostoelae of enige ander spesiale toelae gedeel deur 46 moet betaal word vir elke uur of gedeelte van 'n uur deur 'n werknemer gewerk—

(a) in 'n week, waarin geen wetlike openbare vakansiedag val nie, bo die getal ure soos vir sy klas kragtens artikel 7 van hierdie Ooreenkoms voorgeskryf;

(b) in 'n week waarin daar 'n wetlike openbare vakansiedag of vakansiedae val, bo so'n minder getal ure wat vasgestel word deur van die getal ure wat vir sy klas in artikel 7 van hierdie Ooreenkoms vasgestel word, 'n maksimum van agt-en-n-halfuur vir elke sodanige vakansiedag af te trek; Met dien verstande dat as 'n openbare vakansiedag op 'n Saterdag val, 'n maksimum van vier-en-n-halfuur in plaas van 'n maksimum van agt-en-n-halfuur afgetrek moet word;

(c) op 'n dag bo die ure wat in artikel 7 vir 'n werknemer van sy klas voorgeskryf word.

(3) (a) 'n Werknemer, behalwe 'n wag of skofwerker, wat op Sondag of tussen middernag en 6 v.m. op 'n dag werk, moet vir elke uur of gedeelte van 'n uur wat aldus gewerk word, dubbel sy gewone weekloon, gedeel deur 46 vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word.

(b) 'n Werknemer, genoem in paragraaf (a) van hierdie subartikel, van wie vereis word om op 'n openbare vakansiedag te werk, moet, behalwe sy weekloon, vir elke uur of gedeelte van 'n uur op dié openbare vakansiedag gewerk, dubbel sy gewone weekloon, gedeel deur 46, betaal word.

(c) Die bepalinge van paragrafe (a) en (b) van hierdie subartikel is nie van toepassing ten opsigte van ure wat gewerk word deur werknemers wie se dagwerk op ander dae as Sondag of openbare vakansiedae, dit vir hulle noodsaaklik maak om voor 6 v.m. te begin nie.

(4) As 'n skof van 'n skofwerker op 'n Sondag val, moet elke skofwerker ten opsigte daarvan teen die skaal van anderhalf maal sy gewone weekloon, gedeel deur 46, betaal word; Met dien verstande dat elke skofwerker elke week een dag vry afgegee moet word, en as hy op so'n dag te werk gestel word, moet hy minstens dubbel die besoldiging vir 'n volle dag, afgesien van die ure wat op so'n dag gewerk word, betaal word.

(4) Should an employee fail to clock in when starting work or fail to clock out when leaving work, he shall be regarded as being absent from work without leave, but should such an employee prove to the satisfaction of the employer that he was actually at work at such time as he failed to clock in or out, he shall be subject to a maximum deduction of one hour's pay for such failure. If any employee is found to have clocked "in or out" for any other employee, he shall be subject to instant dismissal.

7. HOURS OF WORK.

(1) Subject to any exemption granted by the Council, the ordinary working hours of an employee [other than a shiftman, watchman or an employee for whom a wage is prescribed in paragraph (d) (i), (ii), (iii) and (v) of sub-section (1) of section 4 of this Agreement] shall not exceed 8½ hours per day from Mondays to Fridays and 5 hours on Saturdays or a total of forty-six in any week.

The ordinary working hours of a shiftman shall not exceed 8 hours per shift or 46 hours per week and the ordinary working hours of a watchman shall not exceed 12 hours per day or 72 hours per week.

(2) The ordinary working hours of employees for whom a wage is prescribed in sub-section (1) (d) (i), (ii), (iii) and (v) of section 4 of this Agreement shall be forty-six hours and may be allocated in a spreadover not exceeding eleven hours per day.

(3) No employee, other than a shiftman or an employee for whom wages are prescribed in sub-section (1) (d) (i), (ii), (iii), (v) and (e) of section 4 of this Agreement, shall work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) Each employee working on a shift shall be given an opportunity of partaking of food and such period shall be counted as time worked.

8. DIFFERENTIAL RATES AND OTHER CONDITIONS.

(1) An employee who on any one day is required to perform two or more classes of work for which different wages are prescribed herein, shall be paid at the higher rate for the time so worked; provided however that the provisions of this sub-section shall not apply to an employee who acts as substitute for another employee while such other employee is absent through accident, sickness or on holiday leave with full pay, subject to the condition that such period of absence shall not exceed 14 days.

The provisions of this sub-section shall not apply to an employee who acts as a substitute for another employee during any meal hour.

(2) Where two or more provisions are applicable to an employee, the one most favourable to the employee shall apply.

9. OVERTIME.

(1) Except with the prior approval of the Council, overtime shall not exceed ten hours per week.

(2) Time and one-half of the employee's normal weekly wage excluding long service, cost of living or any other special allowance divided by 46, shall be paid for every hour or part of an hour worked by an employee—

(a) in any week in which no statutory public holiday falls, in excess of the number of hours prescribed for his class under section 7 of this Agreement;

(b) in any one week in which there is a statutory public holiday or holidays in excess of such lesser number of hours as shall be determined by the deduction of a maximum of eight and one-half hours for each such holiday, from the number of hours prescribed for his class in section 7 of this Agreement; provided that where a statutory public holiday falls on a Saturday a maximum of four and one-half hours shall be deducted instead of a maximum of eight and one-half hours;

(c) on any day in excess of the hours prescribed in section 7 for an employee of his class.

(3) (a) Any employee, other than a watchman or shiftman, who works on Sundays or between midnight and 6 a.m. on any day, shall be paid double his normal weekly wage divided by 46 for every hour or part of an hour so worked.

(b) Any employee referred to in paragraph (a) of this sub-section who is required to work on a public holiday shall, in addition to his week's wages, be paid double his normal weekly wage, divided by 46 for every hour or part of an hour worked on such public holiday.

(c) The provisions of paragraphs (a) and (b) of this sub-section shall not apply in respect of hours worked by employees whose day's work on days other than Sundays or public holidays necessitates their commencing before 6 a.m.

(4) If a shift of any shiftman falls upon a Sunday each shiftman shall be paid therefor at the rate of time and one-half of his normal weekly wage divided by 46; provided that each shiftman shall be given one day off each week, and if he is employed on such day he shall be paid at least twice a full day's pay irrespective of the hours worked on such day.

10. VERLOF.

(1) *Openbare vakansiedae.*—'n Werknemer moet gedurende sy dienstydperk vir alle openbare vakansiedae die lone, bepaal in artikel 4 van hierdie Ooreenkoms, betaal word.

(2) *Werknemers geregtig tot jaarlikse verlof.*—(a) Alle werknemers vir wie lone in artikel 4 van hierdie Ooreenkoms voorgeskryf word, is benewens alle openbare vakansiedae, na twaalf maande ononderbroke diens by dieselfde werkgever jaarliks tot twaalf agtereenvolgende werkdae verlof met volle betaling geregtig: Met dien verstande dat as 'n vakansiedag binne die jaarlikse verloftydperk val, dié vakansiedag by die twaalf dae verlof gevoeg moet word.

(b) Ingeval 'n werknemer om enige rede ontslaan word, of uit eie beweging sy werkgever se diens verlaat, moet hy vir elke maand diens ten opsigte waarvan verlof met volle betaling nie toegestaan is nie, een dag se loon betaal word.

(c) 'n Werknemer wat voor 1 April van 'n jaar die twaalf maande ononderbroke diens voltooi wat hom tot jaarlikse verlof geregtig maak, is by die toestaan van daardie verlof ook geregtig tot verlof wat opgeloopt het van die datum af waarop dié twaalf maande ononderbroke diens voltooi is, tot 31 Maart wat daarop volg en dié bykomende verlof moet bereken word op die basis van een dag verlof vir elke volle maand diens.

(d) Die jaarlikse verlof moet, indien prakties moontlik, te eniger tyd na 1 April van elke jaar volgens reëlins met die bestuur van elke inrigting geneem word. Dié verlof moet geneem word binne ses maande na die datum waarop dit verskuldig geword het. Betaling ten opsigte van die verskuldigde vakansieverloftydperk moet uiterlik op die laaste werkdag voor die aanvang van die verloftydperk geskied.

(e) Elke tydperk wat 'n werknemer—

(i) ingevolge hierdie artikel met verlof is; of

(ii) vredestrydse opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of

(iii) op las of op versoek van die werkgever van werk afwesig is; of

(iv) weens siekte van werk afwesig is; moet vir die toepassing van hierdie artikel as diens beskou word: met dien verstande dat die bepaling van paragraaf (iv) nie van toepassing is nie ten opsigte van 'n afwesigheidstydperk weens siekte van meer as drie agtereenvolgende dae, as dié werknemer in gebreke bly om, op versoek van die werkgever om so'n setrifikaat, by die werkgever 'n doktersertifikaat in te dien dat hy weens siekte nie sy werk kon verrig nie, of ten opsigte van daardie gedeelte van 'n totale afwesigheidstydperk van meer as dertig dae gedurende enige twaalf maande diens.

(f) Geleentheidsverlof met volle betaling moet afgetrek word van die jaarlikse verlof wat vir elke jaar diens verskuldig word.

(g) Geen werknemer mag toegelaat word om, terwyl hy met verlof is, vir besoldiging te werk nie.

(3) *Siekteverlof.*—'n Werknemer wat na meer as twaalf weke ononderbroke diens by dieselfde werkgever weens siekte van sy werk afwesig is, is geregtig om gedurende enige tydperk van twaalf maande, volle betaling vir drie weke van dié afwesigheid te ontvang en halwe betaling vir nog twee weke van dié afwesigheid, onderworpe aan die indiening van 'n doktersertifikaat.

(4) *Spesiale bepalinge.*—(a) Vir die toepassing van hierdie artikel, is by „volle betaling” die lewenskostetoelae wat betaal word, ingesluit, en in die geval van werknemers wat reg het op 'n toelae vir lang diens kragtens artikel 5, is daardie toelae ingesluit.

(b) Los werknemers of tydelike werknemers moet by diensbeëindiging ten opsigte van elke volle maand diens, een dag se loon betaal word teen die skaal van betaling wat onmiddellik voor daardie diensbeëindiging ontvang is.

11. DIENSBEÏNDIGING.

(1) Geen werknemer kan om ander redes as van dissipline of liggaamlike ongeskiktheid ontslaan word nie, of tensy dit nodig is weens bedryfslapte, in welke geval die werknemers wat in enige graad in twee afdeling eers ontslaan moet word, dié is met minder as twee jaar ononderbroke diens by dieselfde werkgever.

(2) Elke werkgever of werknemer moet minstens een week diensopsegging vir beëindiging van die dienskontrak gee; met dien verstande dat—

(a) 'n werknemer wat minder as twaalf weke ononderbroke diens by dieselfde werkgever het, of sy werkgever, die dienskontrak met vier-en-twintig uur kennis kan opse;

(b) 'n werkgever aan 'n werknemer die kontant-ekwivalent van die diensopseggingstydperk kan betaal; en

(c) hierdie subartikel nie inbreuk op onderstaande maak nie—

(i) 'n ooreenkoms tussen 'n werkgever en 'n werknemer wat vir 'n langer diensopseggingstydperk voorsiening maak; of

(ii) die reg van 'n werkgever, of werknemer, om die dienskontrak sonder diensopsegging te beëindig om 'n goeie rede wat wetlik as voldoende erken word; of

(iii) loswerknemer.

10. LEAVE.

(1) *Public Holidays.*—An employee shall, during his period of service, be paid the wages laid down in section 4 of this Agreement, for all public holidays.

(2) *Employees entitled to Annual Holiday.*—(a) All employees for whom wages are prescribed in section 4 of this Agreement, shall after twelve months' continuous service with the same employer, be entitled annually to twelve consecutive working days' leave of absence on full pay in addition to all public holidays; provided that in the event of any public holiday falling within the period of annual leave, such holiday shall be in addition to twelve days' leave.

(b) In the event of an employee being discharged for any reason or leaving the service of his employer he shall be paid one day's pay for each month's service in respect of which leave of absence on full pay has not been granted.

(c) An employee, who, prior to the 1st April in any year, completes the twelve months' continuous service qualifying him for annual leave, on being granted such leave, shall in addition be entitled to any leave earned from the date of completion of such twelve months' continuous service to the 31st March following, such additional leave to be calculated on the basis of one day's leave for every completed month of service.

(d) The annual holiday shall, if practicable, be taken at any time after the 1st April in each year by arrangement with the management of each establishment. Such leave shall be taken within six months from the date upon which it becomes due. Payment in respect of the period of holiday leave due shall be made not later than the last working day prior to the commencement of such period of leave.

(e) Any period during which an employee—

(i) is on leave in terms of this section; or

(ii) undergoes peace training under the South Africa Defence Act, 1912; or

(iii) is absent from work on the instructions or at the request of the employer; or

(iv) is absent from work owing to illness;

shall be deemed to be employment for the purposes of this section; provided that the provisions of paragraph (iv) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee fails, after a request for such certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days.

(f) Casual leave of absence on full pay shall be deducted from the annual leave accruing for each year of service.

(g) No employee shall be allowed to work for remuneration whilst on holiday leave.

(3) *Sick Leave.*—An employee who, after more than twelve weeks' continuous service with the same employer, is absent from duty through illness shall be entitled to receive in any period of 12 months, full pay for three weeks of such absence and half-pay for a further two weeks of such absence, subject to the submission of a doctor's certificate of illness.

(4) *Special Provisions.*—(a) For the purposes of this section "full pay" shall include any cost of living allowance paid and in the case of employees entitled to a long service allowance in terms of section 5 shall include such allowance.

(b) Casual or temporary employees shall be paid, on termination of service, one day's pay in respect of each completed month of service at the rate of pay received immediately prior to such termination of service.

11. TERMINATION OF EMPLOYMENT.

(1) No employee shall be dismissed other than for disciplinary reasons, physical disability or unless necessary through slackness of trade, when the employees to be dismissed first in any grade in any department shall be those with less than two years' continuous service with the same employer.

(2) Not less than one week's notice shall be given by any employer or employee to terminate the contract of service; provided—

(a) that an employee who has had less than twelve weeks' continuous service with the same employer, or his employer may terminate the contract of service upon twenty-four hours' notice;

(b) that an employer may pay to an employee the cash equivalent of the period of notice; and

(c) that this sub-section shall not affect—

(i) any agreement between an employer and an employee providing for a longer period of notice; or

(ii) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient; or

(iii) casual employees.

(3) Die werkgewer moet aan 'n werknemer by sy ontslag en wanneer hy sy laaste betaling ontvang, 'n skriftelike ontslag-sertifikaat uitreik wat die volgende moet vermeld:—

- (a) Duur van die diens;
- (b) dat alle lone wat vir werk wat verrig is verskuldig was en alle bedrae wat vir betaling van opgelope verlof verskuldig was, betaal is.

12. VRYSTELLINGS.

(1) Behoudens soos bepaal in subartikel (2) van hierdie artikel kan die Raad om goeie en voldoende rede aan of ten opsigte van enige persoon vrystelling van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling verleen word, die voorwaardes waarop die vrystelling verleen word en die termyn waarvoor die vrystelling van krag sal wees, vasstel; met dien verstande dat die Raad na goeie dunde en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellingssertifikaat kan intrek of die termyn waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat wat deur hom onderteken is, uitreik met vermelding van die volgende:—

- (a) Die naam van die betrokke persoon voluit.
- (b) Die bepalinge van die Ooreenkoms waarvan vrystelling verleen word.
- (c) Die voorwaardes ooreenkomstig die bepalinge van subartikel (2) van hierdie artikel vasgestel, waarop die vrystelling verleen word.
- (d) Die termyn waarvoor die vrystelling van krag is.
- (4) Die sekretaris van die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) van elke sertifikaat wat uitgereik word, 'n afskrif behou; en
- (c) ingeval vrystelling aan 'n werknemer verleen word, aan die betrokke werkgewer 'n afskrif van die sertifikaat stuur.

13. UITGAWES VAN DIE RAAD.

In die uitgawes van die Raad word op onderstaande wyse voorsien:—

Elke werkgewer moet weekliks drie pennies aftrek van die verdienste van elkeen van sy werknemers, behalwe los werknemers en tydelike werknemers. By die bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks en uiterlik die vyftiende dag van elke maand aan die Sekretaris van die Raad, posbus 1536, Kaapstad, stuur.

14. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Werkgewers moet aan elkeen van hul werknemers wat verteenwoordigers op die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

15. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir leiding van werkgewers en werknemers beslissings uitvaardig wat nie met die bepalinge daarvan strydig is nie.

(2) Alle geskille wat betreffende die vertolking van 'n bepaling van hierdie Ooreenkoms kan ontstaan, moet na die Raad verwys word.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy inrigting, maklik toeganklik vir sy werknemers, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale en in die vorm soos voorgeskryf in die regulasies kragtens die Wet, vertoon en vertoon hou.

17. AGENTE.

Die Raad moet een of meer bepaalde persone as agente aanstel om behulpzaam te wees by die uitvoering van die bepalinge van hierdie Ooreenkoms en elke werkgewer en elke werknemer is verplig om dié agente toe te laat om die navraag te doen en dié boeke en/of geskrifte te ondersoek en om die persone te ondervra wat vir hierdie doel nodig mag wees.

18. INDIENSNEMING VAN JEUGDIGES.

Geen persoon onder 15 jaar mag in die nywerheid in diens wees nie.

Namens die partye, hede die 17de dag van April 1951 in Kaapstad onderteken.

W. GORDON GRANT,
Voorsitter van die Raad.

R. H. MITCHELL,
Ondervoorsitter van die Raad.

F. K. LIGHTON,
Sekretaris van die Raad.

(3) An employee shall, on discharge, when receiving his final payment of wages, be handed a written certificate of discharge by the employer stating—

- (a) duration of service;
- (b) that all wages due for work performed and all amounts in settlement of accrued leave have been paid.

12. EXEMPTIONS.

(1) Subject to the provisions of sub-section (2) of this section, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemptions was granted has expired.

(3) The Secretary to the Council shall issue to every person granted exemption a licence, signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.
- (4) The Secretary to the Council shall—
- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

13. EXPENSES OF COUNCIL.

The expenses of the Council shall be met in the following manner:—

Threepence per week shall be deducted by each employer from the earnings of each of his employees, other than casual and temporary employees. To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the fifteenth of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

14. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

Employers shall give to any of their employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

15. INTERPRETATION OF AGREEMENT.

(1) The Council shall be the body responsible for the administration of this Agreement and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

16. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place, readily accessible to his employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act.

17. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

18. EMPLOYMENT OF JUVENILES.

No person under the age of 15 years shall be employed in the industry.

Signed at Cape Town on behalf of the parties on this 17th day of April, 1951.

W. GORDON GRANT,
Chairman of the Council.

R. H. MITCHELL,
Vice-Chairman of the Council.

F. K. LIGHTON,
Secretary of the Council.

* No. 1721.]

[6 Julie 1951.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BROUNYWERHEID, KAAP.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en Kennisgewing in verband met die Brounywerheid, Kaap, bekend gemaak by Goewermenskennisgewing No. 1720 van 6 Julie 1951, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

P. O. SAUER,
Waarnemende Minister van Arbeid.

* No. 1721.]

[6 July 1951.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BREWING INDUSTRY, CAPE.

I, PAUL OLIVER SAUER, Acting Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Brewing Industry, Cape, published under Government Notice No. 1720 of the 6th July, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

P. O. SAUER,
Acting Minister of Labour.

Wette van die Unie van Suid-Afrika, 1950

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