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GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID**

No. 116.]

[26 Januarie 1962.]

**WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.****BROUNYWERHEID, KAAPSTAD.****HOOFOOREENKOMS.**Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 1956, soos gewysig, dat die bepalings
van die Ooreenkoms wat in die Bylae hiervan
verskyn en op die Brounywerheid betrekking het,
vanaf die tweede Maandag na die datum van
publikasie van hierdie kennisgewing en vir die tyd-
perk wat twee jaar vanaf genoemde tweede
Maandag eindig, bindend is vir die werkgewers-
organisasie en vakvereniging wat genoemde Oor-
eenkoms aangegaan het en vir die werkgewers en
werknemers wat lede van daardie organisasie of
vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
van genoemde Ooreenkoms uitgesonderd dié vervat
in klousules 1, 2, 14 en 17, vanaf die tweede
Maandag na die datum van publikasie van hierdie
kennisgewing en vir die tydperk wat twee jaar vanaf
genoemde tweede Maandag eindig, bindend is vir
alle ander werkgewers en werknemers as dié
vermeld in paragraaf (a) van hierdie kennisgewing
wat betrokke is by of in diens is in genoemde
Nywerheid in die munisipale gebied van Kaapstad;
en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
van genoemde Ooreenkoms, uitgesonderd dié
vervat in klousules 1, 2, 6 (3) (d), 14 en 17, vanaf
die tweede Maandag na die datum van publikasie
van hierdie kennisgewing en vir die tydperk wat
twee jaar vanaf genoemde tweede Maandag eindig,
in die munisipale gebied van Kaapstad, *mutatis
mutandis* bindend is vir alle Naturelle in diens in
genoemde Nywerheid by dié werkgewers vir wie
enigeen van genoemde bepalings ten opsigte van
werknemers bindend is en vir daardie werkgewers
ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. 116.]

[26 January 1962.]

**INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.****BREWING INDUSTRY, CAPE TOWN.****MAIN AGREEMENT.**On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of
section *forty-eight* of the Industrial Conciliation
Act, 1956, as amended, declare that 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' organisation and the trade
union which entered into the said Agreement and
upon the employers and employees who are
members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of
section *forty-eight* of the said Act, declare that the
provisions of the said Agreement, excluding those
contained in clauses 1, 2, 14 and 17, 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 all
employers and employees other than those referred
to in paragraph (a) of this notice, engaged or
employed in the said Industry in the Municipal
Area of Cape Town; and
- (c) in terms of paragraph (a) of sub-section (3) 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 of the said
Agreement, excluding those contained in clauses 1,
2, 6 (3) (d), 14 and 17, shall *mutatis mutandis* be
binding upon all Natives employed in the said
Industry by the employers upon whom any of the
said provisions are binding in respect of employees,
and upon those employers in respect of Natives in
their employ.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BROUNYWERHEID, KAAP.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

South African Brewing Industry Association

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

Brewery Employees' Union (Cape Peninsula)

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel agt-en-veertig van die Wet bepaal, en bly van krag vir 'n tydperk van twee jaar of vir dié tydperk wat hy vasstel.

3. WOORDOMSKRYWINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in dié Wet. Enige vermelding van 'n wet omvat enige wysiging van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui; ook vroue; voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig;

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

„ambagsman” 'n werknemer betrokke in werk wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordomskrifwing beteken die uitdrukking „geskoolde ambagsman” 'n persoon wat sy leertyd uitgedien het in 'n bedryf wat aangewys is of geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat in besit is van 'n Sertifikaat van Bekwaamheid deur die Registrateur van Vakleerlinge ingevoelge artikel ses van die Wet op Opleiding van Vakmanne, 1951, aan hom uitgereik of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevoelge of artikel twee (7) of artikel sewe (3) van genoemde Wet, en omvat 'n kuiper. Vir die toepassing van hierdie woordomskrifwing beteken „kuiper” 'n werknemer wat vate vir lekplekke of ander defekte ondersoek en vate herstel, skoonmaak of met pik digmaak en wat vate van klaarvervaardigde duie aanneembaar kan sit;

„kashersteller” 'n werknemer wat houtkassies en platkassies en palette met die hand herstel en timmerhout volgens 'n sekere grootte opsaag;

„broueryproseswerker” 'n werknemer wat die opsigter regstreeks help in die uitvoering van die volgende pligte, nl.:—

Die korrekte ontvangs, opberging en weeg van grondstowwe en die verwerking van stowwe deur maal, fynmaak, kook en klaring, die kook en pomp van wort na wort-houers, met inbegrip van enige ander werksaamheid wat daarmee gepaard gaan;

„Brounywerheid” of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid wat deur werkgewers wat bier brou ooreenkomstig die Drankwet, 1928, beoefen word en/of die vervaardiging van mout in verband met die brou van bier;

„los werknemer” 'n werknemer in diens as 'n arbeider op 'n daaglikse basis vir 'n tydperk van hoogstens drie dae in 'n week;

„kontroleur” 'n werknemer wat in diens is vir die nagaan, uitreiking en ontvangs van voorrade, materiale en goedere in en vanuit 'n bedryfsinrigting en wat die klerklike aantekening wat daarmee gepaard gaan, uitvoer;

„kelderproseswerker” 'n werknemer wat die opsigter regstreeks help met die uitvoering van die volgende pligte:—

Die korrekte oorbring en opberging van bier, en enige ander werksaamheid wat daarmee gepaard gaan;

„Raad” die Nywerheidsraad vir die Brounywerheid, Kaap, geregistreer ingevoelge artikel twee van die Nywerheid Verzoenings Wet, 1924, en geag word geregistreer te wees ingevoelge die Wet op Nywerheidsversoening, 1956, soos gewysig;

„dagloon” die uurloon vermenigvuldig met nege;

„motorvoertuigbestuurder” 'n ander werknemer as 'n vurk-hyswa-/trekkerbestuurder, wat 'n motorvoertuig bestuur, en vir die toepassing van hierdie woordomskrifwing word „n motorvoertuig bestuur” geag alle tydperke in te sluit waarin daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke waartydens hy verplig is om op sy pos te bly, gereed om te bestuur;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BREWING INDUSTRY, CAPE TOWN.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, made and entered into by and between the

South African Brewing Industry Association

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

Brewery Employees' 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 in the Brewing Industry, who are members of the employers' organisation and by all employees who are members of the trade union, and for whom wages are prescribed in clause 4 of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section forty-eight of the Act, and shall remain in force for a period of two years, or for 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 of 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, No. 28 of 1956, as amended;

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

“artisan” means an employee who is engaged in work usually performed by a skilled artisan, and for the purpose of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944 or who holds a Certificate of Proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act and includes a cooper. For the purpose of this definition, “cooper” means an employee who examines casks for leaks or other defects, and repairs, cleans, or pitches casks, and who may assemble casks from ready made staves;

“box repairer” means an employee who is engaged in repairing wooden cases and trays and pallets by hand and cutting timber to size;

“brewhouse process attendant” means an employee who directly assists the overseer in carrying out the following duties:—

Ensures the correct receipt, storage, weighing raw materials, and processing of materials through milling, mashing, cooking, lautering, boiling and pumping up of wort to wort receivers, and including any other operation incidental thereto;

“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 labourer on a daily basis for a period not exceeding three days in any one week;

“checker” means an employee who is engaged in the checking, issuing and receiving of stocks, materials and goods into and from an establishment, and who carries out the clerical recording associated therewith;

“cellar process attendant” means an employee who directly assists the overseer in carrying out the following duties:—

The correct transfer and storage of beer, and any other operation incidental thereto;

“Council” means the Industrial Council for the Brewing Industry, Cape Town, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956, as amended;

“daily rate” means the hourly wage multiplied by nine;

“driver of a motor vehicle” means an employee other than a fork lift truck/tractor driver engaged in driving a motor vehicle, and for the purpose of this definition, “driving a motor vehicle” shall be deemed to include all periods of driving and any time spend by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

„drupbediener/behandelingsinstallatiebediener/bediener van finale filtrasie” ’n werknemer wat een of meer van die volgende pligte vervul:—

Die korrekte drup van gegiste bier uit gisvate (dit omvat die korrekte behandeling, vul en leegmaak van vate), voorfiltrasiebehandeling en snelverkoeling van opgebergte bier deur middel van die behandelingsinstallasie. Die beheer van die leegmaak van opberghouers en die vul van behandelde bierkelders asook die afweeg, meng en toevoeging van behandelings- en filteringsbestanddele. Die leegmaak van behandelde bierntenks en die finale filteringsinstallasie en die vul van helderbierntenks, asook enige byvoegings van resbier en aansigtis en enige ander werksaamhede wat daarmee gepaard gaan. Moet pulpwassery, sterilisering, persinstallasie beheer asook die algemene smidlikheid en sterilisering van installasie, masjinerie en werkoppervlaktes;

„diens” die totale dienstydpark wat ’n werknemer in die Brounywerheid gehad het in die beroep waarin hy in diens is;

„opsigter oor werktuigkundige dienste” ’n werknemer in diens vir die bediening en beheer van verkoelingsinstallasies, lugkompressors, stoomketels en ander werktuigkundige dienste en wat seker maak dat aantekeninge korrek gebruik en bygehou word;

„bedryfsinrigting” enige perseel waarin of in verband waarmee een of meer werknemers in die Brounywerheid in diens is;

„gisproseswerker” ’n werknemer wat die opsigter regstreeks help met die uitvoering van die volgende pligte:—

Die verkoeling en versameling van wort, die montering en uitmekaarhaal van wortverkoelings- en gisvoortplantingsinstallasie, die drup van wort in die gistingsproses, die oes van gisplantjies, gis uitskep en weeg, met inbegrip van enige ander werksaamheid wat daarmee gepaard gaan;

„vultoeselbediener” ’n werknemer wat die volgende pligte vervul:—

Die bediening van ’n bottelvul- en kroonkurkmasjiën en/of ’n masjiën vir die vul van of die maak van nate in blikke en wat genoemde masjiëne verstel, instel en klein onderhoudwerkies daaraan verrig en die masjiëne en werkplek skoonmaak;

„finale waarnemer” ’n werknemer wat by tussenpose die volgende pligte vervul:—

Die nagaan van vol bottels op ’n bewegende vervoerband en dit goed- of afkeur volgens ’n vooraf bepaalde standaard;

„vurkhyshwa-/trekkerbestuurder” ’n werknemer wat ’n vurkhyshwa-/trekker en sleepwa bestuur en help met die laai en aflaai van genoemdes, wat die peil van olie, brandstof, water, gedistilleerde water in batterye en buitebanddruk nagaan en sodanige voertuie smeer en skoonmaak;

„hekwagter” ’n werknemer wat die volgende pligte vervul:—

Die beheer van die veiligheid van persele en terreine, die ontvang en uitreiking van leë en vol houers en wat kan help met die uitreiking van betaalkoevertes en wat K.B.A.-gelde vir veilige bewaring kan ontvang na die gewone werke;

„algemene werkmansman” ’n werknemer, uitgesonderd ’n ambagsman of monterwerker wat klein herstelwerkies verrig asook verstellings aan en onderhoud van masjinerie, installasie, geboue of ander uitrusting;

„uurloon” die weekloon gedeel deur 45;

„etiketteerderbediener” ’n werknemer wat die volgende pligte vervul:—

Die bediening van bottelettiketee- en dateermasjiëne, met inbegrip van die voorbereiding van lym, en wat hierdie masjiëne verstel, instel en klein onderhoudwerkies daaraan verrig en die masjiëne en werkplek skoonmaak;

„arbeider” ’n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

- (1) Hout-, riefel- of veselborddose of dergelike houers aanmeekaarsit of uitmekaarhaal;
- (2) op voertuie help, voertuie laai of aflaai, voertuie oppas, uitgesonderd die aflewering van bier aan klante;
- (3) ’n ambagsman help deur artikels of gereedskap vas te hou of andersins met hom saam te werk, uitgesonderd dat hy gereedskap onafhanklik gebruik;
- (4) goedere of nuwe produkte dra, verskuif, opstapel of uitpak;
- (5) ketelsteen van ’n ketel afkap of skoorstene skoonmaak;
- (6) persele, voertuie, meubels, gerei, installasie en masjinerie, implemente, gereedskap of ander artikels of materiale skoonmaak en/of was;
- (7) voedsel vir kook skoonmaak en voorberei; kook- en eetgerei en kombuisuitrusting skoonmaak; voedsel bedien, tee of dergelike drankie maak en bedien;
- (8) buitegeboue, latrines of ander geriewe skoonmaak, witkalk en ontsmet; riole, geute of dakke skoonmaak;
- (9) slange of pypleidings koppel of ontkoppel, krane, kleppe of stortgeute oop- of toemaak en monsters neem;

„dropping operator/treatment plant operator/final filtration operator” means an employee who is engaged in one or more of the following duties:—

Ensuring the correct dropping of fermented beer from fermenting vessels (this includes the correct treatment, filling and emptying of vessels), pre-filtration treatment and quick-chilling of stored beer through the treatment plant. Controls the emptying of storage vessels and filling treated beer cellars, as well as the weighing out, mixing and injection of treatment and filtration ingredients. The emptying of treated beer tanks, the final filtration plant and filling of bright beer tanks, together with any additions of rest beer and primings and any other operations incidental thereto. Shall control pulp washing, sterilisation, pressing plant, and the general cleanliness, sterilisation of plant, machinery and working areas;

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

„engineering services overseer” means an employee who is engaged in the operation and control of refrigeration plant, air compressors, steam boilers and other engineering services, and ensures correct use and entry of records;

„establishment” means any premises in or in connection with which one or more employees are engaged in the Brewing Industry;

„fermenting process attendant” means an employee who directly assists the Overseer in carrying out the following duties:—

The cooling and collection of wort, the assembling and dismantling of wort cooling and yeast propagating plant, dropping of wort in the fermentation process, yeast cropping, pitching and weighing, and including any other operation incidental thereto;

„filler operator” means an employee who is engaged in the following duties:—

The operation of a bottle filling and crowning machine and/or can filling and seaming machine, and who adjusts, sets and does minor maintenance on these, and cleans the machines and working area;

„final sighter” means an employee who is intermittently engaged in the following duties:—

Visually inspecting full bottles on a moving conveyor, and passing or rejecting them to a pre-determined standard;

„fork lift truck/tractor driver” means an employee who is engaged in driving a fork lift truck/tractor and trailer, and assists in loading and unloading of same. Checks oil, fuel, water, battery levels, tyre pressures, greases and cleans such vehicles;

„gate-keeper” means an employee who is engaged in the following duties:—

The control of security of premises and grounds, receiving and issuing of empty and full containers, and who may assist in the issuing of pay packets, and who may receive C.O.D. moneys for safe-keeping after normal hours;

„handyman” means an employee, other than an artisan or rigger/handyman, who is engaged in making minor repairs, adjustments and maintenance to machinery, plant, buildings or other equipment;

„hourly wage” means the weekly wage divided by 45;

„labeller operator” means an employee who is engaged in the following duties:—

The operation of bottle labelling and dating machines, including gum preparation, and who adjusts, sets and does minor maintenance on these, cleans the machines and working area;

„labourer” means an employee who is engaged in any one or more of the following duties or operations:—

- (1) Assembling or dismantling by hand, wooden, corrugated or fibre board boxes or similar containers;
- (2) assisting on vehicles, loading or unloading vehicles, minding vehicles other than beer delivery to customers;
- (3) assisting an artisan by holding articles or tools or otherwise working with him, other than by the independent use of tools;
- (4) carrying, moving, stacking or unpacking goods or by-products;
- (5) chipping scale off a boiler or cleaning flues;
- (6) cleaning and/or washing premises, vehicles, furniture, utensils, plant and machinery, implements, tools or other articles or materials;
- (7) cleaning and preparing food for cooking; cleaning cooking and eating utensils and kitchen equipment; serving food, making and serving tea or similar beverages;
- (8) cleaning, lime-washing and disinfecting outbuildings, latrines or other amenities; cleaning drains, gutters or roofs;
- (9) connecting or disconnecting hoses or pipelines, opening or closing cocks, valves or shutles, and drawing samples;

- (10) trokke koppel of ontkoppel; wissels verander; die teken gee vir deurgangsreg;
- (11) briewe, boodskappe of goedere te voet aflewer of deur middel van 'n fiets, driewieler of ander hand- of voervoertuig;
- (12) geboue of 'n gedeelte van geboue of ander bouwerke sloop;
- (13) masjiene voer of daarvan afneem; 'n bewegende vervoerband of platform voer of daarvan afneem;
- (14) tenks, silo's, sakke of ander houers met die hand vul of leegmaak;
- (15) petroltenks of verkoelers van motorvoertuie vul, of binnebande oppomp, wiele of buitebande omruil of lekke in binnebande herstel, voertuie deur middel van 'n handhystoestel of domkrag oplig of laat sak;
- (16) posseëls op briewe, pakkette of ander artikels plak of 'n handfrankeermasjien gebruik of posstukke vou of in koeverte plaas;
- (17) tuinwerk, d.w.s. onder toesig plant, of spit, gras sny, onkruid uithaal, hark of natgooi of tuingrond of materiaal meng of uitsprei of heinings sny of snoei of paaië of paadjies skoonmaak of vee;
- (18) die getal sakke, dose of ander artikels natel;
- (19) vuurmaak of vure aan die brand hou of afval of as verwyder;
- (20) bale, dose, kaste of ander pakke met die hand merk of sjabloneer;
- (21) sakke met die hand heelmaak, of sakke toemaak, sorteer, tel of in bondels opmaak;
- (22) dagha, beton, klip of bitumen met die hand meng of sement of bitumen met 'n skopgraaf, hark, vurk of kruiwa uitsprei;
- (23) vooraf geweegde of anders bepaalde bestanddele meng en/of roer;
- (24) voertuie of masjinerie olie of smeer;
- (25) deure of vensters oop- of toemaak;
- (26) bale, dose, kaste of ander pakke oop- of toemaak, bande of draad om bale, dose, kaste of ander pakke sit of dit verseël, lymwerk;
- (27) 'n goederehysbak of -hyser bedien;
- (28) skoonmaaktoestelle soos bv. skropmasjiene, wasmasjiene en stofsuigers bedien;
- (29) artikels van dieselfde grootte en getal in houers verpak wat spesiaal ontwerp is om dit te bevat;
- (30) voorrade en materiale wegpak;
- (31) oppervlaktes vir verf voorberei;
- (32) enige handvoertuig of -trok stoot of trek;
- (33) etikette wat gedruk of klaar van, adresse voorsien is met die hand op bottels, dose, kaste, bale of ander pakke vassit of dit daarvan verwyder;
- (34) masjiene met verbruiksvoorrade, bv. etikette, bottelproppe, blikdeksels, bedien;
- (35) opvoubare kartonhouers opstel deur dit vas te stik of te kram;
- (36) graan met 'n skopgraaf hanteer, dit uitsprei en/of meng; graan sif en droog; gis droog;
- (37) bottels, dose, kaste, of ander houers sorteer en nagaan;
- (38) pakke of pakkette sorteer of pakkette toedraai;
- (39) afvalmetaal sorteer;
- (40) gebuigde rande van blikke met die hand reguit buig;
- (41) konkas, tenks, pype en uitrusting met stoom skoonmaak;
- (42) rubber- of ander stempels gebruik;
- (43) blikke en/of leë bottels op 'n bewegende vervoerband met die oog ondersoek;
- (44) beskermende klere was, heelmaak of stryk;
- (45) volgens 'n gestelde skaal weeg en/of volgens 'n vasgestelde maat meet;
- (46) bottels en/of ander houers toedraai en dit verseël;
- „Wet” ook die „gemene reg”;
- „masjinis” 'n werknemer wat 'n lokomotief bedien en in stand hou;
- „mouteryproseswerker” 'n werknemer wat die opsigter regstreeks help met die uitvoering van die volgende pligte:—
- Verseker die korrekte deursif, indompeling, oorplasing van indompelhousers, op- en aflaai van dromme waarin daar ontkieming plaasvind, met inbegrip van enige ander werkzaamheid wat daarmee gepaard gaan;
- „moutbrander” 'n werknemer wat mout of gars brand en enige ander werkzaamheid in verband daarmee verrig;
- (10) coupling and uncoupling trucks; changing points; signalling right of way;
- (11) delivering or carrying letters, messages or goods on foot or by means of a bicycle, tricycle or other hand or foot propelled vehicle;
- (12) demolishing buildings or part of buildings or other structures;
- (13) feeding into or taking off from machines; feeding on to or taking off a moving conveyor belt or platform;
- (14) filling or emptying tanks, silos, bags or other containers by hand;
- (15) filling motor vehicle petrol tanks or radiators, or inflating tubes, changing wheels, tyres or repairing punctures in inner tubes, raising or lowering vehicles by means of a hand hoist or jack;
- (16) fixing postage stamps on letters, parcels or other articles or using a manually-operated franking machine or folding or enveloping mail;
- (17) gardening work, i.e., planting under supervision, or digging, mowing, weeding, raking or watering or mixing or spreading garden soil or material or cutting or trimming hedges or cleaning or sweeping roads or paths;
- (18) keeping tally of the number of bags, boxes or other articles;
- (19) making or maintaining fires or removing refuse or ashes;
- (20) marking or stencilling bales, boxes or other packages by hand;
- (21) mending sacks or bags by hand or closing, sorting, counting or bundling bags;
- (22) mixing mortar, concrete, stone or bitumen by hand or spreading cement or bitumen by shovel, rake, fork or barrow;
- (23) mixing and/or stirring previously weighed or otherwise determined ingredients;
- (24) oiling or greasing vehicles or machinery;
- (25) opening or closing doors or windows;
- (26) opening or closing bales, boxes or other packages or strapping, or wiring or sealing bales, boxes or other packages, gluing;
- (27) operating a goods lift or hoist;
- (28) operating cleaning appliances such as scrubbing machines, washing machines and vacuum cleaners;
- (29) packing articles of uniform size and number into containers specially designed to contain them;
- (30) packing away stores and materials;
- (31) preparing surfaces for painting;
- (32) pushing or pulling any manually-propelled vehicle or truck;
- (33) removing and fixing printed or ready addressed labels on to bottles, boxes, bales or other packages by hand;
- (34) serving machines with consumable stores, e.g. labels, crown corks, can lids;
- (35) setting up collapsible cardboard containers by stitching or stapling;
- (36) shovelling, spreading and/or mixing grain; screening, drying grain; drying yeast;
- (37) sorting and inspecting bottles, boxes or other containers;
- (38) sorting packages or parcels or wrapping up parcels;
- (39) sorting scrap metal;
- (40) strengthening bent flanges of cans by hand;
- (41) steam cleaning drums, tanks, pipes, and equipment;
- (42) using rubber or other stamps;
- (43) visually inspecting cans and/or empty bottles on a moving conveyor;
- (44) washing, repairing or ironing protective clothing;
- (45) weighing to a set scale and/or measuring to a fixed gauge;
- (46) wrapping bottles and/or other containers and sealing them.
- “law” includes the “common law”;
- “locomotive driver” means an employee who is engaged in operating and maintaining a rail locomotive;
- “maltings process attendant” means an employee who directly assists the overseer in carrying out the following duties:—
- Ensures the correct screening, steeping in, transferring of steep, loading and off-loading of germinating drums, and including any other operation incidental thereto;
- “malt roaster” means an employee who is engaged in roasting malt or barley and any other operation incidental thereto;

"militêre opleiding" ononderbroke opleiding wat 'n werknemer verplig is om te ondergaan ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, maar omvat geen opleiding wat hy mag verkies om ingevolge artikel drie-en-twintig van genoemde Wet te ondergaan nie, of enige ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"motorvoertuig" 'n meganiese aangedrewe voertuig wat gebruik word vir die vervoer van goedere, en omvat 'n voorhaker, 'n vorkhefswa en 'n trekker;

"opsigter" 'n werknemer wat die werking van enigeen of almal van die volgende installasiekomplekse beheer:—

Moutery, brouery, giskelders, opbergingskelders, installasies vir die vul van bottels en blikke, opslagplek en pakhuys;

"patrolleer" 'n werknemer wat persele of ander eiendom patrolleer en daarvoor waghou;

"pulpwasser en -perser" 'n werknemer wat die volgende pligte vervul:—

Die was, steriliseer en pers van filterpulp, herpakking van filters, met inbegrip van enige ander werksaamheid wat daarmee gepaard gaan;

"monteurwerker" 'n werknemer wat alle soorte masjinerie en installasie laai en aflaai en dit verwyder en op die regte plek plaas asook die hantering van materiaal-beheer en omheiningsmure, gronde en eiendom in stand hou;

"werkdagbestek" die tydperk in enige dag vanaf die tydstop waarop die werknemer met sy werk begin tot die tydstop wanneer hy op daardie dag ophou met werk;

"skofman" 'n werknemer in diens in deurlopende prosesse in skofte van agt uur elk in die volgende afdelings: Verkoeling, masjienkamer, ketelkamer, brou- en gisafdelings en moutery;

"voorraderwerker" 'n werknemer wat die volgende pligte vervul:—

Voorrade-items ontvang, uitpak, nagaan, wegpak, uitreik en verpak, met inbegrip van die klerklike werk wat daarmee gepaard gaan;

"vervoerarbeider" 'n werknemer wat help by afleweringvoertuie, die laai en aflaai van voertuie en die oppas en skoonmaak van voertuie;

"onbelaste gewig" die gewig van enige motorvoertuig of sleepwa soos uitgedruk in 'n lisensie of sertifikaat uitgereik ten opsigte van sodanige voertuig of sleepwa deur enige owerheid by wet gemagtig om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande, dat in die geval van 'n twee- of driewielmotorvoertuig (uitgesonderd 'n voorhaker) die onbelaste gewig as onder 1,000 lb. geag moet word;

"loon" die bedrag aan 'n werknemer betaalbaar ingevolge klousule 4 (1) ten opsigte van sy gewone werkure soos voorgeskryf in klousule 7, met dien verstande dat waar 'n werknemer 'n werknemer ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

"gishanteerder" 'n werknemer wat die volgende pligte vervul:—

Die bediening van gishanteeruitrusting vir die volle duur van die gisproses, en dit sluit die volgende in: Was, sif, afskep, pers en afweeg van gis en die skoonmaak en sterilisering van alle soorte gisinstallasie en -uitrusting, met inbegrip van enige ander werksaamheid wat daarmee gepaard gaan.

By die klassifisering van 'n werknemer vir die toepassing van hierdie Ooreenkomste, word hy geag in dié klas te val waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE EN LEWENSKOSTETOELAAS.

(1) Behoudens die bepalings van subklousule (3) van hierdie klousule, is die minimum lone wat aan ondergenoemde klasse werknemers betaal moet word, soos volg:—

	£	s.	d.	R	c
Ambagsman.....	11	6	2	22	62
Broueryproseswerker:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Kashersteller:—					
Eerste ses maande ondervinding.....	3	4	0	6	40
Daarna.....	3	14	0	7	40
Kelderproseswerker:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Kontroleur.....	5	10	0	11	00
Bestuurder van 'n motorvoertuig met 'n onbelaste gewig van meer as 4,000 lb.:—					
Eerste ses maande ondervinding.....	7	0	0	14	00
Daarna.....	8	5	0	16	50
Bestuurder van 'n motorvoertuig met 'n onbelaste gewig van hoogstens 4,000 lb....	4	6	0	8	60
Drupbediener / behandelingsinstallasiebediener/bediener van finale filtrasie.....	5	10	0	11	00

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"motor vehicle" means a mechanically-propelled vehicle used for conveying goods and includes a mechanical horse, a fork lifter and a tractor;

"overseer" means an employee who is engaged in the control of the operation of any or all of the following plant complexes:—

Maltings, brewhouse; fermenting cellars; storage cellars; bottling/canning lines; yard and warehouse;

"patrolman" means an employee who is engaged in patrolling and the guarding of premises or other property;

"pulp washer and presser" means an employee who is engaged in the following duties:—

Washing, sterilising and pressing filter pulp, repacking of filters and including any other operation incidental thereto;

"rigger/handyman" means an employee who is engaged in loading and off-loading, and removal and placing of all types of machinery and plant. Controls material handling and maintenance of fences, walls, grounds and property;

"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;

"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;

"stores attendant" means an employee who is engaged in the following duties:—

Receiving, unpacking, checking, storing, issuing and packing of stores items, including the clerical work in connection therewith;

"transport labourer" means an employee assisting on delivery vehicles, loading or unloading vehicles, minding and cleaning vehicles;

"unladen weight" means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of a two- or three-wheeled motor vehicle (other than a mechanical horse) the unladen weight shall be deemed to be under 1,000 lb.;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 7, provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), it shall mean such higher amount.

"yeast handler" means an employee who is engaged in the following duties:—

The operation of yeast handling equipment throughout the fermenting process, which includes washing, sieving, skimming, pressing, weighing of yeasts, and the cleaning and sterilising of all types of yeast plant and equipment, and including any other operation incidental thereto.

In classifying an employee for the purposes of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

4. WAGES AND COST OF LIVING ALLOWANCES.

(1) Subject to the provisions of sub-clause (3) of this clause, the minimum wages that shall be paid to the undermentioned classes of employees shall be as follows:—

	£	s.	d.	R	c
Artisan.....	11	6	2	22	62
Brewhouse Process Attendant:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Box Repairer:—					
First six months of experience.....	3	4	0	6	40
Thereafter.....	3	14	0	7	40
Cellar Process Attendant:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Checker.....	5	10	0	11	00
Driver of a Motor Vehicle, with an unladen weight which exceeds 4,000 lb.:—					
First six months of experience.....	7	0	0	14	00
Thereafter.....	8	5	0	16	50
Driver of a Motor Vehicle, with an unladen weight which does not exceed 4,000 lb....	4	6	0	8	60
Dropping Operator / Treatment Plant Operator/Final Filtration Operator.....	5	10	0	11	00

	£	s.	d.	R	c
Opsigter oor werktuigkundige dienste:—					
Eerste ses maande ondervinding.....	7	0	0	14	00
Daarna.....	8	5	0	16	50
Vultoeselbediener:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Finale waarnemer:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Gisproseswerker:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Vurkhywa-/trekkerbestuurder:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Hekwagter.....	5	10	0	11	00
Algemene werksman.....	5	0	0	10	00
Etiketleerderbediener:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Arbeider.....	1	19	0	3	90
Masjinis.....	6	10	0	13	00
Mouteryproseswerker:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Moutbrander:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Opsigter:—					
Eerste ses maande ondervinding.....	7	0	0	14	00
Daarna.....	8	5	0	16	50
Patrollieman.....	2	5	0	4	50
Pulpwasser en -perser:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Monteurwerker.....	7	0	0	14	00
Voorradewerker.....	3	10	0	7	00
Vervoerarbeider.....	2	10	6	5	05
Gishanteerder:—					
Eerste ses maande ondervinding.....	2	19	0	5	90
Daarna.....	3	14	0	7	40
Los werknemer.....	10s.	(R1)	per dag	of gedeelte van 'n dag.	

Ondanks die bepalinge van hierdie subklousule en van klousule 8, moet enige werknemer wat 'n loon verdien van minder as £3. 14s. (R7.40) per week en wat die pligte van 'n broueryproseswerker, kashersteller, 'n kelderproseswerker, 'n vultoeselbediener, 'n finale waarnemer, 'n gisproseswerker, 'n vurkhywa-/trekkerbestuurder, 'n etiketteerderbediener, 'n moutbrander, 'n mouteryproseswerker, 'n pulpwasser en -perser en 'n gishanteerder vir altesaam ses maande oor enige tydperk vervul het en wat daarna permanent oorgeplaas word as onderskeidelik broueryproseswerker, kashersteller, kelderproseswerker, vultoeselbediener, finale waarnemer, gisproseswerker, vurkhywa-/trekkerbestuurder, etiketteerderbediener, moutbrander, mouteryproseswerker, pulpwasser en -perser of gishanteerder vanaf die datum van sodanige oorplasing 'n loon betaal word van minstens £3. 14s. (R7.40) per week.

(2) Niks in hierdie Ooreenkoms het die uitwerking om die loon wat aan 'n werknemer betaal is op die datum waarop hierdie Ooreenkoms in werking tree, te verminder nie.

(3) **Lewenskostoelae.**—(a) Benewens die lone by subklousule (1) van hierdie klousule voorgeskryf, moet 'n werkgewer aan elkeen van sy werknemers vir wie 'n loon voorgeskryf word, 'n lewenskostoelae betaal van minstens die bedrae voorgeskryf in onderstaande skaal of enige verandering van genoemde skaal ingevolge hierdie subklousule of enige toelae voorgeskryf by Oorlogsmatstree No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig kan word, of enige daaropvolgende maatree wat bogenoemde vervang, na gelang van die grootste:—

Loon per week.

£	s.	d.		£	s.	d.	R	c		£	s.	d.	R	c
Meer as	1	15	0	tot	2	0	0	Meer as	4	00	tot	4	00	
Meer as	2	0	0	tot	2	5	0	Meer as	4	50	tot	5	00	
Meer as	2	5	0	tot	2	10	0	Meer as	5	00	tot	5	50	
Meer as	2	10	0	tot	2	15	0	Meer as	5	50	tot	6	00	
Meer as	2	15	0	tot	3	0	0	Meer as	6	00	tot	6	50	
Meer as	3	0	0	tot	3	5	0	Meer as	6	50	tot	7	00	
Meer as	3	5	0	tot	3	10	0	Meer as	7	00	tot	7	50	
Meer as	3	10	0	tot	3	15	0	Meer as	7	50	tot	8	00	
Meer as	3	15	0	tot	4	0	0	Meer as	8	00	tot	9	00	
Meer as	4	0	0	tot	4	10	0	Meer as	9	00	tot	10	00	
Meer as	4	10	0	tot	5	0	0	Meer as	10	00	tot	11	00	
Meer as	5	0	0	tot	5	10	0	Meer as	11	00	tot	12	00	
Meer as	5	10	0	tot	6	0	0	Meer as	12	00	tot			
Meer as	6	0	0	maar				Meer as			maar			
			minder as	6	10	0					minder as	13	00	
			6	10	0	en hoër.....					13	00	en hoër.....	

	£	s.	d.	R	c
Engineering Services Overseer:—					
First six months of experience.....	7	0	0	14	00
Thereafter.....	8	5	0	16	50
Filler Operator:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Final Sighter:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Fermenting Process Attendant:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Fork Lift Truck/Tractor Driver:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Gatekeeper.....	5	10	0	11	00
Handyman.....	5	0	0	10	00
Labeller Operator:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Labourer.....	1	19	0	3	90
Locomotive Driver.....	6	10	0	13	00
Malting Process Attendant:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Malt Roaster:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Overseer:—					
First six months of experience.....	7	0	0	14	00
Thereafter.....	8	5	0	16	50
Patrolman.....	2	5	0	4	50
Pulp Washer and Presser:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Rigger/Handyman.....	7	0	0	14	00
Stores Attendant.....	3	10	0	7	00
Transport Labourer.....	2	10	6	5	05
Yeast Handler:—					
First six months of experience.....	2	19	0	5	90
Thereafter.....	3	14	0	7	40
Casual Employee.....	10s.	(1 rand)	per day or part of a day.		

Notwithstanding the provisions of this sub-clause and of clause 8, any employee earning a wage of less than £3. 14s. (7 rand 40 cents) per week who has performed the duties of a brewhouse process attendant, a box repairer, a cellar process attendant, a filler operator, a final sighter, a fermenting process attendant, a fork lift truck/tractor driver, a labeller operator, a malt roaster, a malting process attendant, a pulp washer and presser, and a yeast handler for six months in the aggregate over any period of time, and who is subsequently transferred permanently to brewhouse process attendant, box repairer, cellar process attendant, filler operator, final sighter, fermenting process attendant, fork lift truck/tractor driver, labeller operator, malt roaster, malting process attendant, pulp washer and presser or yeast handler respectively, shall from the date of such transfer be paid a wage of not less than £3. 14s. (7 rand 40 cents) per week.

(2) 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.

(3) **Cost of Living Allowances.**—(a) In addition to the wages prescribed in sub-clause (1) of this clause, an employer shall pay to each of his employees for whom a wage is prescribed a cost of living allowance amounting to not less than the amounts in the following scale or any variation of the said scale in terms of this sub-clause or any allowance prescribed by War Measure No. 43 of 1942, as amended, or as may be amended from time to time or any subsequent measure replacing same, whichever is the greater:—

L.K.T. per week.

£	s.	d.	R	c
1	9	6	2	95
1	9	6	2	95
1	17	6	3	75
1	19	0	3	90
1	19	0	3	90
2	0	6	4	05
2	1	0	4	10
2	3	6	4	35
2	5	6	4	55
2	13	0	5	30
2	15	0	5	50
2	19	0	5	90
3	3	6	6	35
3	8	0	6	80
3	15	0	7	50

Wage per Week.				C.O.L.A. per Week.			
£	s.	d.		£	s.	d.	
Over 1 15 0	up to	2 0 0	Over 3 50	up to	4 00	1 9 6	2 95
Over 2 0 0	up to	2 5 0	Over 4 00	up to	4 50	1 9 6	2 95
Over 2 5 0	up to	2 10 0	Over 4 50	up to	5 00	1 17 6	3 75
Over 2 10 0	up to	2 15 0	Over 5 00	up to	5 50	1 19 0	3 90
Over 2 15 0	up to	3 0 0	Over 5 50	up to	6 00	1 19 0	3 90
Over 3 0 0	up to	3 5 0	Over 6 00	up to	6 50	2 0 6	4 05
Over 3 5 0	up to	3 10 0	Over 6 50	up to	7 00	2 1 0	4 10
Over 3 10 0	up to	3 15 0	Over 7 00	up to	7 50	2 3 6	4 35
Over 3 15 0	up to	4 0 0	Over 7 50	up to	8 00	2 5 6	4 55
Over 4 0 0	up to	4 10 0	Over 8 00	up to	9 00	2 13 0	5 30
Over 4 10 0	up to	5 0 0	Over 9 00	up to	10 00	2 15 0	5 50
Over 5 0 0	up to	5 10 0	Over 10 00	up to	11 00	2 19 0	5 90
Over 5 10 0	up to	6 0 0	Over 11 00	up to	12 00	3 3 6	6 35
Over 6 0 0	but under	6 10 0	Over 12 00	but under	13 00	3 8 0	6 80
Over 6 10 0	and over		Over 13 00	and over		3 15 0	7 50

(b) Behoudens paragraaf (a) moet bogenoemde toelaes soos volg vermeerder of verminder word:—

- Ten opsigte van die loongroep £1. 15s. (R3.50) tot en met £4 (R8) per week moet die vermeerdering of vermindering 3d. (2½ sent) per week bedra vir elke voltooide 2-3 punte verandering in die verbruikersprysindeksyfer bokant of onder 100.
- Ten opsigte van die loongroep van meer as £4 (R8) per week moet die vermeerdering of vermindering 6d. (5 sent) per week bedra vir elke voltooide 2-3 punte verandering in die verbruikersprysindeksyfer bokant of onder 100.

(c) „Verbruikersprysindeksyfer” beteken die beswaarde gemiddelde met betrekking tot voedsel, brandstof, ligte, huurgeld en diverse vir Kaapstad, met sigself vergelyk in Oktober 1958, soos geraam deur die Direkteur vir Sensus en Statistiek op die grondslag van 100 punte en soos gepubliseer in die maandelikse bulletin vir statistiek deur die Direkteur van Sensus en Statistiek.

(d) Enige aanpassing in die lewenskostoelaes wat volg op 'n verandering in die verbruikersprysindeksyfer tree in werking vanaf die eerste betaaldag in die eersvolgende maand na die publikasie van die maandelikse bulletin vir statistiek wat sodanige verandering aandui.

5. TOELAE VIR LANG DIENS.

Benewens die besoldiging in klousule 4 van hierdie Ooreenkoms voorgeskryf, is elke werknemer wat vyf jaar diens by dieselfde werkgever voltooi het, geregtig op en moet 'n toelae van ses sjielings (60 sent) per week of gedeelte van 'n week aan hom betaal word, en is elke werknemer wat 10 jaar diens by dieselfde werkgever voltooi het, geregtig op en moet aan hom 'n toelae van 10 sjielings en ses pennies (R1.05) per week of gedeelte van 'n week betaal word.

6. BETALING VAN VERDIENSTE.

(1) Uitgesonderd in die geval van 'n los werknemer, wie se besoldiging aan hom verskuldig by diensbeëindiging betaal moet word of na elke drie dae diens, wat ook al die eerste voorkom, moet lone, oortyd- en alle ander besoldiging weekliks in kontant betaal word of by diensbeëindiging indien dit voor die gebruiklike betaaldag van die bedryfsinrigting plaasvind, en moet in 'n koevert of ander houër wees met buite-op of op 'n strokie daarin die werknemer se naam en beroep asook besonderhede van die bedrag aan loongeld aan die werknemer verskuldig, lewenskostoelae en oortydbesoldiging en besonderhede van enige aftrekkings daarvan gemaak ten opsigte van die tydperk waarvoor betaling geskied.

(2) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vorder of aanneem nie.

(3) Geen aftrekkings hoegenaamd, uitgesonderd die volgende, mag gemaak word van die bedrag wat aan 'n werknemer verskuldig is nie:—

- Behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op opdrag of op versoek van sy werkgever, 'n aftrekking eweredig met die tydperk van sy afwesigheid en bereken op die basis van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir bydraes aan 'n pensioenfonds, mediese bystandsfonds of die S.A. Breweries Limited Medical Aid Society.
- Heffings ingevolge klousule 13 van hierdie Ooreenkoms.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld aan 'n geregistreerde vakvereniging.
- Enige bedrag deur 'n werkgever betaal wat by wet, ordonansie of regsgeeding verplig word om betaling namens 'n werknemer te doen.
- Met die skriftelike toestemming van die werknemer, aftrekkings vir versekering en 'n spaarbankrekening.
- 'n Aftrekking vir enige geld deur die werkgever aan sy werknemer geleen, met dien verstande dat sodanige aftrekking nie een-derde van die totale besoldiging aan so 'n werknemer verskuldig, te bowe mag gaan nie.
- 'n Aftrekking vir enige goedere wat die werknemer van sy werkgever gekoop het.
- 'n Aftrekking vir huurgeld aan die werkgever verskuldig ten opsigte van eiendom wat aan die werkgever behoort en deur die werknemer betrek word.

(b) Subject to paragraph (a) the above allowances shall be increased or decreased as follows:—

- In respect of the wage group £1. 15s. (3 rand 50 cents) to £4 (8 rand) per week inclusive to be increased or decreased by 3d. (2½ cents) per week for each completed 2-3 points variation in the Consumer Price Index figure above or below 100.
- In respect of the wage group over £4 (8 rand) per week to be increased or decreased by 6d. (5 cents) per week for each completed 2-3 points variation in Consumer Price Index figure above or below 100.

(c) „Consumer Price Index figure” means the weighted average relating to food, fuel, light, rent and sundries for Cape Town compared with itself in October, 1958, as assessed by the Director of Census and Statistics on the basis of 100 points, and as published in the monthly bulletin of statistics by the Director of Census and Statistics.

(d) Any adjustment in the rate of cost of living allowances consequent on a variation in the consumer price index figure shall be effected as from the first pay day in the month following publication of the monthly bulletin of statistics reflecting such variation.

5. LONG SERVICE ALLOWANCE.

In addition to the remuneration prescribed in clause 4 of this Agreement every employee who has completed five years' service with the same employer shall be entitled to and shall be paid an allowance of six shillings (60 cents) per week or part thereof and every employee who has completed ten years' service with the same employer shall be entitled to and shall be paid an allowance of ten shillings and sixpence (one rand five cents) per week or part thereof.

6. PAYMENT OF EARNINGS.

(1) Other than in the case of a casual employee who shall be paid the remuneration due to him in termination of employment, or after every three days of employment, whichever occurs first, wages, overtime and all other remuneration shall be paid in cash weekly or on termination of employment if this takes place before the ordinary pay day 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 employee'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) No deductions of any description, other than the following, shall be made from the amount due to an employee:—

- Except where otherwise provided in this Agreement, whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- With the written consent of the employee deductions for contributions to a pension fund, medical aid benefit fund or the S.A. Breweries, Limited, Medical Aid Society.
- Livies in terms of clause 13 of this Agreement.
- With the written consent of the employee, deductions for subscriptions to a registered trade union.
- Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- With the written consent of the employee, deductions for insurance and savings bank account.
- A deduction for any money lent by the employer to his employee provided that such deduction shall not exceed one-third of the total remuneration due to such employee.
- A deduction for any goods purchased by the employee from his employer.
- A deduction for rental due to the employer in respect of property owned by the employer and occupied by the employee.

7. WERKURE.

(1) Die gewone werkure van 'n werknemer (uitgesonderd 'n skofwerker, patrollieman, hekwagter, bestuurder van 'n motorvoertuig en vervoerarbeider) moet hoogstens nege uur per dag van Maandag tot Vrydag of 'n totaal van 45 uur per week wees.

Die gewone werkure van 'n skofwerker moet hoogstens agt uur per skof of 45 uur per week wees, en die gewone werkure van 'n hekwagter en patrollieman moet hoogstens nege uur per dag van Maandag tot Vrydag en 12 uur per dag op Saterdag en Sondag of 'n totaal van 69 uur per week wees.

(2) Die gewone werkure van 'n motorvoertuigbestuurder en 'n vervoerarbeider is 45 uur en kan toegewys word in 'n werkdag-besteek van hoogstens 11 uur per dag.

(3) Geen werknemer, uitgesonderd 'n skofwerker, hekwagter, patrollieman, motorvoertuigbestuurder en vervoerarbeider, mag vir 'n deurlopende tydperk van langer as vyf uur werk sonder 'n ononderbroke pouse van minstens een uur nie; met dien verstande dat vir die toepassing van hierdie subklousule werktydperke onderbreek deur 'n pouse van korter as een uur as deurlopend geag word.

(4) Alle werknemers wat in skofte werk, moet die geleentheid gebied word om voedsel te nuttig, en dié tydperk moet as tyd gewerk geag word.

8. DIFFERENSIËLE LONE EN ANDER VOORWAARDES.

(1) 'n Werknemer van wie op 'n dag vereis word om benewens sy eie werk of in plaas daarvan werk te verrig waarvoor 'n ander loon hierin voorgeskryf word, moet vir die tyd aldus gewerk teen die hoër loon besoldig word; met dien verstande egter dat die bepalinge van hierdie subklousule nie op 'n werknemer van toepassing is nie wat as plaasvervanger vir 'n ander werknemer optree terwyl sodanige werknemer weens 'n ongeluk of siekte afwesig is op jaarlikse verlof met volle besoldiging is, behoudens die voorwaarde dat sodanige tydperk van afwesigheid hoogstens 14 dae is.

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

(2) Waar twee of meer bepalinge op 'n werknemer van toepassing is, is die gunstigste een vir die werknemer, van toepassing.

9. OORTYD.

(1) Behoudens die voorafverkreë goedkeuring van die Raad, mag oortyd nie 10 uur per week oorskry nie.

(2) (a) Anderhalf maal die werknemer se gewone weekloon, uitgesonderd toelae vir lang diens, lewenskostetoelae of enige ander spesiale toelae gedeel deur 45 moet betaal word vir elke uur of gedeelte van 'n uur oortyd deur 'n werknemer gewerk.

(b) Alle tyd gewerk bo en behalwe die gewone werkure in klousule 7 voorgeskryf, word as oortyd geag.

(3) (a) Alle werknemers behalwe 'n hekwagter, patrollieman of skofwerker wat tussen middernag en 6 vm. op 'n dag werk, moet dubbel hul gewone weekloon gedeel deur 45 vir elke uur of gedeelte van 'n uur aldus gewerk, betaal word.

(b) *Sondae en openbare vakansiedae.*—Alle werknemers in paragraaf (a) van hierdie subklousule vermeld van wie vereis word om op 'n Sondag of openbare vakansiedag te werk, moet, benewens die gewone weekloon, besoldiging vir 'n hele dag betaal word teen 'n skaal van dubbel die gewone uurloon.

(c) Die bepalinge van paragraaf (a) en (b) van hierdie subklousule is nie van toepassing nie ten opsigte van ure deur werknemers gewerk wie se daaglikse werk op ander dae as Sondae en openbare vakansiedae hulle noodsaak om voor 6 vm. te begin werk.

(4) (a) Indien 'n skof van 'n skofwerker op 'n Sondag val, moet sodanige skofwerker daarvoor betaal word teen die skaal van anderhalf maal sy gewone weekloon gedeel deur 45, met dien verstande dat aan elke skofwerker elke week een diensvrydag toegestaan word, en as hy op sodanige dag op diens is, moet hy minstens twee maal 'n volle dag se besoldiging betaal word, ongeag die ure op sodanige dag gewerk.

(b) Indien 'n skof van enige skofwerker op 'n openbare vakansiedag val, moet sodanige skofwerker, benewens sy gewone weekloon, daarvoor betaal word teen die skaal van dubbel sy gewone uurloon.

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

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

(2) *Jaarlikse verlof.*—(a) Alle werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, is na 12 maande ononderbroke diens by dieselfde werkgever op die volgende geregtig:—

(i) in die geval van 'n werknemer wat 'n vyfdagweek werk, 10 deurlopende werkdag afwesigheidsverlof met volle besoldiging, benewens alle openbare vakansiedae, met dien verstande dat ingeval enige openbare vakansiedag binne die tydperk Maandag tot Vrydag binne sodanige jaarlikse verlof val, sodanige vakansiedag bo en behalwe die 10 dae verlof toegestaan word; of

7. HOURS OF WORK.

(1) The ordinary working hours of an employee (other than a shiftman, patrolman, gatekeeper, driver of a motor vehicle and transport labourer) shall not exceed nine hours per day from Mondays to Fridays or a total of 45 hours in any week.

The ordinary working hours of a shiftman shall not exceed eight hours per shift or 45 hours per week, and the ordinary working hours of a gatekeeper and patrolman shall not exceed nine hours per day from Mondays to Fridays and 12 hours per day on Saturdays and Sundays, or a total of 69 hours per week.

(2) The ordinary working hours of a driver of a motor vehicle and a transport labourer shall be 45 hours and may be allocated in a spreadover not exceeding 11 hours per day.

(3) No employees, other than a shiftman, gatekeeper, patrolman, a driver of a motor vehicle and transport labourer 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 sub-clause 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 either in addition to his own work or in substitution therefor work for which a different wage is prescribed herein, shall be paid at the higher rate for the time so worked; provided however that the provisions of this sub-clause shall not apply to an employee who acts as substitute for another employee while such other employee is absent through accident, sickness or on annual leave with full pay, subject to the condition that such period of absence shall not exceed 14 days.

The provisions of this sub-clause 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) (a) Time and one-half of the employee's normal weekly wage, excluding long service, cost of living allowance or any other special allowance divided by 45 shall be paid for every hour or part of an hour overtime worked by an employee.

(b) All time worked in excess of the ordinary hours of work prescribed in clause 7 shall be deemed to be overtime.

(3) (a) Any employee other than a gatekeeper, patrolman or shiftman who works between midnight and 6 a.m. on any day shall be paid double his normal weekly wage divided by 45 for every hour or part of an hour so worked.

(b) *Sundays and Public Holidays.*—Any employee referred to in paragraph (a) of this sub-clause who is required to work on a Sunday or public holiday shall, in addition to his normal week's wages, be paid remuneration for a whole day at a rate of double his normal hourly rate.

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

(4) (a) If a shift of any shiftman falls upon a Sunday, such shiftman shall be paid therefor at the rate of time and one-half of his normal weekly wage divided by 45, 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.

(b) If a shift of any shiftman falls on a public holiday, such shiftman shall, in addition to his normal week's wages, be paid therefor at the rate of double his normal hourly rate.

10. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

(2) *Annual Leave.*—(a) All employees for whom wages are prescribed in clause 4 of this Agreement, shall after twelve months continuous service with the same employer, be entitled to—

(i) in the case of an employee working a five-day week 10 continuous 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 Monday to Friday of such annual leave, such holiday shall be in addition to the 10 days' leave; or

(ii) in die geval van 'n werknemer wat 'n sesdagweek werk, 12 agtereenvolgende werkdag afwesigheidsverlof met volle besoldiging, benewens alle openbare vakansiedae, met dien verstande dat ingeval enige openbare vakansiedag binne die tydperk Maandag tot Saterdag van sodanige jaarlikse verlof val, sodanige vakansiedag bo en behalwe die 12 dae verlof toegestaan word.

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

(c) 'n Werknemer wat, voor 1 April in enige jaar, die 12 maande ononderbroke diens voltooi wat hom geregtig laat word op jaarlikse verlof, is, wanneer sodanige verlof aan hom toegestaan word, daarbenewens geregtig op enige verlof wat opgeloopt het vanaf die datum van voltooiing van sodanige 12 maande ononderbroke diens tot die volgende 31 Maart, en sodanige addisionele verlof moet bereken word op die basis van een dag verlof vir elke voltooide maand diens.

(d) Jaarlikse verlof moet, indien doenlik, te eniger tyd na 1 April in 'n jaar geneem word ooreenkomstig 'n reëling met die bestuur van 'n bedryfsinrigting. Sodanige verlof moet geneem word binne twee maande vanaf die datum waarop dit verskuldig word. Besoldiging ten opsigte van die tydperk van verskuldigde jaarlikse verlof moet voor of op die laaste werkdag voor die aanvang van sodanige verloftydperk geskied.

(e) Enige tydperk waartydens 'n werknemer—

- (i) met verlof is ingevolge hierdie klousule; of
- (ii) militêre opleiding ondergaan; of
- (iii) van sy werk afwesig is volgens opdrag of op versoek van die werkgever; of
- (iv) weens siekte van sy werk afwesig is;

moet as diens geag word vir die toepassing van hierdie klousule; met dien verstande dat die bepaling van subklousule (iv) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid weens siekte van langer as drie agtereenvolgende dae indien die werknemer versuim, nadat die werkgever versoek het dat sodanige sertifikaat ingelewer word, om by die werkgever 'n sertifikaat deur 'n mediese praktisyn dat hy weens siekte verhinder was om sy werk te verrig, in te dien, of ten opsigte van dié gedeelte van enige totale tydperk van afwesigheid gedurende enige 12 maande diens wat langer as vyf weke is.

(f) Toevallige afwesigheidsverlof met volle besoldiging moet afgetrek word van die jaarlikse verlof wat vir elke jaar diens oploopt.

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

(3) *Siekteverlof.*—'n Werknemer wat na meer as 12 weke ononderbroke diens by dieselfde werkgever weens siekte van die werk afwesig is, is geregtig om, behoudens die voorlegging van 'n doktersertifikaat, in enige tydperk van 12 maande volle betaling vir drie weke van sodanige afwesigheid te ontvang en halfbetaling vir 'n verdere twee weke van sodanige afwesigheid.

(4) *Spesiale bepalinge.*—(a) Vir die toepassing van hierdie klousule omvat „volle besoldiging” enige lewenskostoelae wat betaal word en in die geval van werknemers geregtig op 'n toelae vir lang diens ingevolge klousule 5; sluit dit sodanige toelae in.

(b) Los werknemers moet by diensbeëindiging een dag se besoldiging betaal word ten opsigte van elke voltooide maand diens teen die loonskaal wat hy onmiddellik voor sodanige diensbeëindiging ontvang het.

11. DIENSBEËINDIGING.

(1) Geen werknemer mag ontslaan word nie uitgesonderd om dissiplinêre redes, weens liggaamlike ongeskiktheid of tensy dit noodsaaklik is vanweë slappe in die bedryf, wanneer die werknemers wat eerste in enige graad in 'n afdeling ontslaan moet word, dié is met minder as twee jaar ononderbroke diens by dieselfde werkgever.

(2) 'n Werkgever of werknemer moet minstens een week vooraf kennis gee van sy voorneme om die dienskontrak te beëindig, met dien verstande—

- (a) dat in die geval van 'n werknemer met minder as 12 weke ononderbroke diens by dieselfde werkgever, sy werkgever die dienskontrak met kennisgewing van 24 uur kan beëindig;
- (b) dat 'n werkgever of werknemer die kontrak sonder kennisgewing kan beëindig deur in plaas van kennis te gee, aan die werknemer die ekwivalent van die diensopseggingstydperk in kontant te betaal, of dit aan die werkgever te betaal of te verbeur, na gelang van die geval; en
- (c) dat hierdie subklousule nie die volgende raak nie:—
 - (i) Enige ooreenkoms tussen 'n werkgever en werknemer wat vir 'n langer tydperk van diensopsegging-voorsiening maak; of
 - (ii) die reg van 'n werkgever of werknemer om die dienskontrak sonder enige kennisgewing te beëindig om enige goeie rede wat by wet as voldoende erken word; of
 - (iii) los werknemers.

(ii) in the case of an employee working a six-day week 12 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 Monday to Saturday of such annual leave, such holiday shall be in addition to the 12 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 12 months' continuous service to 31st March, following, such additional leave to be calculated on the basis of one day's leave for every completed month of service.

(d) Annual leave 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 two months from the date upon which it becomes due. Payment in respect of the period of annual 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 clause; or
- (ii) undergoes military training; 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 clause; provided that the provisions of sub-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 12 months of employment, which is in excess of five weeks.

(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 annual leave.

(3) *Sick Leave.*—An employee who, after more than 12 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 purpose of this clause „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 clause 5 shall include such allowance.

(b) Casual 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 an employer or employee to terminate the contract of service, provided—

- (a) that an employee who has had less than 12 weeks' continuous service with the same employer, his employer may terminate the contract of service upon 24 hours' notice;
- (b) that an employer or employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice, the cash equivalent of the period of notice; and
- (c) that this sub-clause shall not affect—
 - (i) any Agreement between an employer and 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 by 'n werknemer se ontslag, wanneer hy sy laaste loonbetaling ontvang, aan hom 'n skriftelike sertifikaat van ontslag oorhandig van die volgende vermeld:—

- (a) Duur van diens;
- (b) dat alle besoldiging verskuldig vir werk gelewer en alle bedrae ter vereffening van opgeloopte verlof betaal is.
- (4) Die diensopseggingstydperk wat in subklousule (2) vermeld word, moet nie saamval met en ook mag kennisgewing van diensopsegging nie geskied gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 10 (2) of terwyl hy ingevolge klousule 10 (3) met siekteverlof is of terwyl hy militêre opleiding ondergaan nie.

12. VRYSTELLINGS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule kan die Raad om enige goeie of voldoende rede vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen is, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit goed vind, nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende vermeld:—

- (a) Volle naam van betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig die bepalings van subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
 - (a) alle uitgereikte sertifikate in volgorde nommer;
 - (b) 'n afskrif hou van alle uitgereikte sertifikate; en
 - (c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

13. UITGAWES VAN DIE RAAD.

Die uitgawes van die Raad moet op die volgende wyse bestry word:—

Drie pennies (2½ cent) per week moet deur alle werkgewers van die verdienste van elkeen van die werknemers, uitgesonderd los werknemers, afgetrek word. Die werkgewer moet by die bedrag aldus afgetrek 'n gelyke bedrag voeg en die totale bedrag maandeliks en voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

14. VAKVERENIGINGSVERTEENWOORDIGERS OP DIE RAAD.

Werkgewers moet aan enigeen 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 die leiding van werkgewers en werknemers beslissings uitvaardig wat nie met die bepalings daarvan strydig is nie.

(2) Enige geskil wat mag ontstaan betreffende die vertolking van enigeen van die bepalings van hierdie Ooreenkoms moet na die Raad verwys word.

16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting, 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 bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navraag te doen en dié boeke en/of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

18. INDIENSNEMING VAN JEUGDIGES.

Geen persoon onder die ouderdom van 15 jaar mag in die Nywerheid in diens geneem word nie.

Namens die partye op hede die 24ste dag van November 1960 te Kaapstad onderteken.

T. S. BARCLAY,
Voorsitter van die Raad.

P. J. GERBER,
Ondervoorsitter van die Raad.

G. J. NEL,
Assistent-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.
- (4) The period of notice referred to in sub-clause (2) shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 10 (2); or on sick leave in terms of clause 10 (3); or whilst undergoing military training.

12. EXEMPTIONS.

(1) Subject to the provisions of sub-clause (2) of this clause 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 exemption 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) full name of person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) of this clause 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 (2½ cents) per week shall be deducted by each employer from the earnings of each of his employees, other than casual employees. To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town.

14. TRADE UNION 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 regulation 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 24th day of November, 1960.

T. S. BARCLAY,
Chairman of the Council.

P. J. GERBER,
Vice-Chairman of the Council.

G. J. NEL,
Assistant Secretary of the Council.

No. 117.]

[26 Januarie 1962.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

BROUNYWERHEID, KAAPSTAD.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Brounywerheid, gepubliseer by Goewerments-kennisgewing No. 116 van 26 Januarie 1962, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 117.]

[26 January 1962.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

BREWING INDUSTRY, CAPE TOWN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Brewing Industry, published under Government Notice No. 116 of the 26th January, 1962, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

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