

EXTRAORDINARY



BUITENGEWONE

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GOVERNMENT GAZETTE

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 781.

3 May 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

BREWING INDUSTRY, CAPE TOWN.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, 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 11 October 1970, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 6 (3) (d), 16 and 19, shall be binding from the second Monday after the date of publication of this notice and for the period ending 11 October 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Municipal Area of Cape Town; and

(c) in terms of section 48 (3) (a) 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 11 October 1970, the provisions of the Agreement, excluding those contained in clauses 1 (a), 2, 6 (3) (d), 16 and 19, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 781.

3 Mei 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

BROUNYWERHEID, KAAPSTAD.

Ek, Marias Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al 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 tydperk wat op 11 Oktober 1970 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (3) (d), 16 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Oktober 1970 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem 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 artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (3) (d), 16 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 11 Oktober 1970 eindig, in die munisipale gebied van Kaapstad, *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

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.

(a) 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 who are employed in that Industry.

(b) Notwithstanding the provisions of subclause (a) the terms of this Agreement shall—

(i) only apply in respect of employees for whom wages are prescribed in clause 4;

(ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any condition fixed thereunder.

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 subsection (1) of section forty-eight of the Act, and shall remain in force for a period ending on 11 October 1970, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, 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 shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, No. 28 of 1956, as amended;

"afternoon shift" means a shift of work, the whole or major portion of which falls after the hours of 5.30 p.m.;

"amortization clerk" means an employee who is engaged in the clerical duties of the empties warehouse complex, performing such duties as the preparation of summaries of container movements, keeping stock records and filing.

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Apprenticeship Act, 1944, as amended, and includes a minor employed under probation in terms of the said Apprenticeship Act;

"artisan" means an employee who is engaged in work normally 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 2 (7) or section 7 (3) of the said Act;

"artisan's labourer" means an employee who assists an artisan or handyman in all his duties and who may perform such duties delegated to him by the artisan or the handyman provided that they do not involve the independent use of tools;

"boiler cleaner" means an employee who operates under the supervision of a certificated engineer and who disassembles, cleans, paints, replaces and reassembles parts in boilers for the annual inspection by the factory inspector, who cleans the economiser and who greases and oils all machinery in the boilerhouse, and may be involved in other general cleaning duties in the boilerhouse and surrounding areas;

BYLAE.

NYWERHEIDSRAAD VIR DIE BROUNYWERHEID, KAAP.

OOREENKOMS

ingevolge 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.

(a) 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 in die Nywerheid in diens is.

(b) Ondanks die bepalings van subklousule (a) is die bepalings van hierdie Ooreenkoms—

(i) Slegs van toepassing ten opsigte van werknemers vir wie lone in klousule 4 van die ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers;

(ii) van toepassing op vakleerlinge sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of enige kontrak of voorwaardes daarkragtens aangegaan of vasgestel, onbestaanbaar is nie.

2. GELDIGHEDSDUUR 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 wat op 11 Oktober 1970 eindig, of vir dié tydperk wat hy vasstel.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet, en waar daar van 'n Wet melding gemaak word, word daarmee ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

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

„namiddagskof” die werkskof wat geheel en al of vir die grootste gedeelte in die tydperk na 5.30 nm. val;

„amortiseringsklerk” 'n werknemer betrokke in die klerklike pligte van die pakhuiskompleks vir leë houters, en wat sulke pligte soos die voorbereiding van opsommings van die beweging van houters, die hou van voorraadregisters en liassering verrig.

„vakleerling” 'n werknemer wat in diens is ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word, of 'n vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is, en sluit dit ook 'n minderjarig in wat ingevolge genoemde Wet op Vakleerlinge op proef in diens is;

„ambagsman” 'n werknemer betrokke in werk wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordomskrywing 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 ingevolge artikel 6 van die Wet op Opleiding van Vakmanne, 1951, aan hom uitgereik of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

„ambagsman se arbeider” 'n werknemer wat 'n ambagsman of faktotum behulpsaam is met al sy pligte en wat dié pligte wat die ambagsman of faktotum aan hom opdra, mag verrig, met dien verstande dat sodanige pligte nie die onafhanklike gebruik van gereedskap meebring nie;

„ketelskoonmaker” 'n werknemer wat diens doen onder die toesig van 'n gediplomeerde ingenieur en wat onderdele van ketels vir die jaarlikse inspeksie deur die fabrieksinspekteur uitmekaar haal, skoonmaak, verf, vervang en weer inmeekaarsit, wat die bespaarder skoonmaak, alle masjinerie in die ketelkamer smeer en olie, en wat by ander algemene skoonmaakpligte in die ketelkamer en omliggende werkkoppervlakte betrokke mag wees;

"boiler fireman" means an employee who makes and maintains boiler fires, removes ash, manipulates levers and controls to keep steam pressure at required levels and feed water tanks full, and who assists the engineering services overseer when the latter is involved in the maintenance of the plant;

"boilerhouse labourer" means an employee who transports coal from coal bunker to boilerhouse, weighing and noting each load. Also removes ash from boilerhouse to ash heaps and performs general cleaning duties in boilerhouse and such cleaning and unskilled duties as would be involved in the annual preparation of boilers for inspection;

"bottling hall greaser" means an employee who is engaged in the greasing and oiling of equipment in the bottling hall, reporting promptly any defect he has noticed to his superior. He may be required to replace worm nipples and assist the engineering handyman with urgent tasks;

"bottling line overseer" means an employee who is responsible for the efficient operation of a bottling or canning line doing duties such as supervision and training of staff, starting up the unit, stopping unit at end of production, supervising the effective cleaning and sterilising of machine parts, ensures that the product is within stated specifications, record keeping and all operations incidental thereto;

"bottling relief labourer" means an employee who empties all reject beer into a decanter and pumps it to the rest return tanks. Also operates bottling hall lift, weighs cullet, cleans out cullet bins, renders unskilled and general labouring assistance on any bottling unit when needed, and cleans equipment and surrounding area;

"brewery plant attendant" means an employee who is engaged in the greasing, oiling and simple maintenance of equipment in maltings such as tightening of nuts, replacing worn grease nipples, bolts, nuts, links, etc. Reports any defects noticed to his superior. In addition he defrosts all refrigerated cellars, and reports any defects noticed. Cleans all floors in maltings and associated buildings;

"Brewing Industry" or "Industry" means without in any way limiting the ordinary meaning of the expression, the industry carried on in establishments registered or liable for registration under the Factories, Machinery and Building Works Act, 1941, for the purpose of brewing malt liquor in terms of the Liquor Act, 1928, as amended, and/or the manufacture of malt in connection with the brewing of malt liquor;

"brewhouse labourer" means an employee who performs material handling duties in the brewhouse and who assists the brewhouse shift overseer, malt mill operator or brewhouse process attendant in the preparation, weighing or stacking of all brewing ingredients, the removal of waste or by-products, and who cleans the brewhouse premises, plant and utensils;

"brewhouse process attendant" means an employee who directly assists the brewhouse shift overseer in carrying out the following duties: Ensures the correct receipt, storage, weighing of new materials and processing of materials through milling, mashing, cooking, lautering, boiling and pumping up of wort to wort receivers and including any operation incidental thereto, and assists with cleaning of equipment and working area. May supervise labourers who assist him;

"brewhouse shift overseer" means an employee who is engaged in the control of the operation of the brewhouse complex, doing duties such as supervision and training of milling of malt, cooking maize grits, mashing, lautering, underletting, sparging, boiling wort, operating hop strainer, and pumping of wort, keeping records and all other duties incidental thereto;

"brush hand" means an employee who prepares surfaces on machines and buildings by cleaning, scraping and priming these surfaces and applying to them ready mixed paints. Also does general stencilling work and replaces broken window panes. He may be assisted by labourers;

"can filler operator" means an employee who is engaged in the following duties: The operation of a can filling and seaming machine and who adjusts, sets, lubricates, at regular intervals, cleans and sterilizes the machine and working area; tests, in addition, whether cans are up to specification by doing enamel ratings and pressure tests, and supervises workers in the immediate area of his unit;

"canning relief labourer" means an employee who attends to the correct discharge of cans from the pasteurizer onto conveyors, stops and starts conveyor from pasteurizer when necessary, checks on the performance of the automatic dater and of the automatic weigher. Weighs cans rejected by the automatic weigher and relieves any worker on the bottling or canning line doing work of a grade similar to his own. Also does general cleaning duties on bottling or canning units;

"ketelstoker" 'n werknemer wat ketelvure maak en in stand hou, as verwyder, hefbome en kontroles hanteer om stoomdruk op die vereiste peil te hou en om toevoerwaterenks vol te hou, en wat die opsigter oor werktuigkundige dienste behulpsaam is wanneer laasgenoemde installasie in stand hou;

"ketelhuisarbeider" 'n werknemer wat steenkool van die kolebunker na die ketelkamer vervoer en elke vrag weeg en aantekening hou daarvan, wat ook die as uit die ketelkamer verwyder na die ashope, algemene skoonmaakpligte in die ketelkamer verrig sowel as dié skoonmaak- en ongeskoolde pligte wat nodig sou wees vir die jaarlikse voorbereiding van ketels vir inspeksie;

"smeerder in bottelsaal" 'n werknemer wat uitrusting in die bottelsaal smeer en olie en onmiddellik alle defekte wat hy raaksien aan sy senior rapporteer; en daar mag van hom vereis word om geslypte nippels te vervang en die werktuigkundige faktotum met dringende take behulpsaam te wees;

"bottelbaanopsigter" 'n werknemer wat verantwoordelik is vir die doeltreffende werking van 'n bottel- of inblikbaan en wat pligte verrig soos toesig hou oor en opleiding van personeel, die eenheid aan die gang sit, die eenheid stop by produksiebeëindiging, toesig hou oor die doeltreffende skoonmaak en steriliseer van masjienonderdele, seker maak dat die produk binne die bepaalde spesifikasies is, aantekeninge hou en alle werksaamhede in verband daarmee verrig;

"bottelaffiosarbeider" 'n werknemer wat alle afgekeurde bier in 'n houer uitgooi en dit na die terugvoertenks pomp, wat ook 'n bottelsaalhyser bedien, afvalglas weeg, afvalglasblikke skoonmaak, help met ongeskoolde en algemene arbeid by enige bottelvuleenheid wanneer dit nodig is en wat uitrusting en die omliggende werkkoppervlak skoonmaak;

"brouery-installasiewerker" 'n werknemer wat die uitrusting in moutterye smeer en olie en eenvoudige take in verband met die instandhouding daarvan verrig soos byvoorbeeld skroewe vasdraai, geslypte ghriesnippels, boute, moere, skakels, ens. vervang, wat defekte wat hy raaksien aan sy senior rapporteer, wat ook alle koelkelders ontvries, defekte wat hy daar raaksien, rapporteer en alle vloere in moutterye en verwante geboue skoonmaak;

"Brounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigermate te beperk, die nywerheid wat uitgeoefen word in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerke, 1941, geregistreer is of geregistreer moet word met die doel om bier ingevolge die Drankwet, 1928, soos gewysig, te brou, en/of mout in verband met die brou van bier te vervaardig;

"brouery-arbeider" 'n werknemer wat in die brouery pligte in verband met die hantering van materiaal verrig, wat die broueryskofopsigter, moutmeulbediener of broueryproseswerker in die voorbereiding weeg of opstapel van alle broubestanddele en die verwydering van afval- of neweprodukte behulpsaam is, en wat die broueryperseel, -installasie en -gereedskap skoonmaak;

"broueryproseswerker" 'n werknemer wat die broueryskofopsigter regstreeks behulpsaam is met die uitvoer van die volgende pligte: sorg dra dat nuwe materiaal reg ontvang, opgeberg en geweeg word, sorg dra dat materiaal reg verwerk word wanneer dit gemaal, fyngemaal, gekook, gesuiwer en gaargekook word en wanneer wort na worthouers opgepomp word, met inbegrip van alle werksaamhede wat daarmee gepaard gaan, help met die skoonmaak van uitrusting en die werkkoppervlak, en wat ook mag toesig hou oor arbeiders wat hom help;

"broueryskofopsigter", 'n werknemer wat beheer het oor die werksaamhede van die brouerykompleks, wat toesig hou oor en opleiding gee in dié maal van mout, kook van mieliegrutte, fynmaak, suiwer, opwaartse toevoer, grintspat, kook van wort, bedien van hopfilterreder, wort pomp en wat aantekeninge hou en alle ander pligte wat daarmee gepaard gaan, verrig;

"verfhulp" 'n werknemer wat oppervlakte op masjiene en geboue gereedmaak deur dit skoon te maak en af te skraap, 'n grondlaag verf te gee, en dit met aangemaakte verf te verf, wat algemene sjabloonwerk verrig en stukkeende vensteruite vervang, en arbeiders mag hom help;

"blikvullerbediener" 'n werknemer wat 'n blikvul- en seëlmassien bedien wat die massien verstel, stel en smeer en dit, sowel as die werkkoppervlak met gereelde tussenposes skoonmaak en steriliseer, wat daarbenewens toets of blikke aan die spesifikasies voldoen deur die emaljegehalte te toets, en druktoets uit te voer en wat toesig hou oor werkers in die onmiddellike omgewing van sy eenheid;

"inblikafiosarbeider" 'n werknemer wat die korrekte afvoer van blikke van die pasteuriseerder af op die vervoerband behartig, wat die vervoerband van die pasteuriseerder af lei wanneer nodig aan- en afskakel, wat die werkverrigting van die outomatiese dateermasjiene en die outomatiese weegmasjiene nagaan, wat blikke wat deur die outomatiese weegmasjiene afgekeur is, weeg, wat 'n werker by die bottel- of inblikbaan wat werk van dieselfde graad as hy doen, aflas, en wat ook algemene skoonmaakpligte by bottel- en inblikkeenhede verrig;

"canteen cleaner" means an employee who is engaged in the cleaning of the canteen, kitchen and changeroom by sweeping, washing, polishing and disinfecting. Serves employees by giving them their food from the oven, pouring tea, assisting with the issuing of beer in the canteen, selling cigarettes and giving change when necessary. May also take telephone messages, make tea, wash cups and utensils, and by his presence sees to the orderly conduct of employees in the changeroom;

"canteen overseer" means an employee who supervises the canteen cleaners and attends to all canteen duties such as selling of tea, cigarettes, making tea, keeping records of stocks, serving beer, ordering beer. In addition, he may be required to assist with cleaning, loco driving and checking;

"casual labourer" means an employee engaged as a worker in jobs referred to in clause 4 of this Agreement as Grade I on a daily basis for a period not exceeding 3 days in any one week;

"cellar labourer" means an employee who cleans and sterilizes cellar storage tanks, performs all duties related thereto such as cleaning and greasing of beer cocks on storage tanks, the handling, cleaning and sterilizing of beer hoses, and other general cleaning and handling duties in the cellars;

"cellar process attendant" means an employee who directly assists the cellar overseer and any filtration operator, but who may when so directed by the cellar overseer transfer on his own beer from one cellar to another, draw samples for quality control testing, measure CO₂ content in receiving tanks, adjust air pressures, purge tanks with CO₂ to obtain correct mixing of beer, preparation and injection of finings and primings and undertake all operations incidental thereto. He may attend to the handling of dry ice and bottling of CO₂ under the direct supervision of the cellar overseer, and does general cleaning of the cellars;

"cellar process labourer" means an employee who assists any filtration operator or cellar process attendant with the correct transfer, storage and filtering of beer, carbonation, injection of primings and finings and all operations incidental thereto, and who is engaged in general cleaning duties in the cellars;

"cellar overseer" means an employee who is engaged in the control of the operation of the storage cellar complex, performing duties such as supervision, training of staff, controlling bunging pressures, mixing caramel, adjusting primings and CO₂ injection, adding the required additives, record keeping and all other operations incidental thereto;

"continuous shift" means a shift not exceeding a consecutive period of 8 hours, in a section of the establishment whose processes have been declared continuous in terms of the Factories, Machinery and Building Work Act, No. 22 of 1941, as amended, and subject to the provisions of clauses 7 and 11 of this Agreement;

"Council" means the Industrial Council for the Brewing Industry, Cape Town, registered in terms of section 2 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 9;

"delivery attendant" means an employee who assists the driver of a motor vehicle and supervises labourers on such instances when the employer uses hired transport. He directs the driver to various outlets and supervises the distribution labourers with loading and unloading of beer or empties, arranging and checking loads, and ensuring that all relevant documents are issued to the customer as well as keeping all necessary records for the employer;

"diesel mechanic" means an artisan who is engaged in the planned maintenance, servicing and repair of all types of motor vehicles both diesel and petrol, lawn mowers and stationery engines and who may do welding, brazing and painting.

"distribution labourer" means an employee who assists with the loading and unloading of beer and empty containers from delivery vehicles and who assists in the minding and cleaning of the vehicle, and who performs any duty related thereto;

"drain cleaner" means an employee who cleans and disinfects all drains in the brewery, clears blocked drains, toilets and sanitary disposal pipes and promptly reports to his superior any occurrences in the drain which he has observed and which are out of the ordinary;

"drum room labourer" means an employee who fills germinating drums with green malt from steep tanks, empties drums into a conveyor, routes the malt to various kilns, cleans the drums and working area, and may in addition be involved in sundry material handling duties, in the bagging of malt and barley and in the stitching of bags;

"fabriekswinkelsskoonmaker" 'n werknemer wat die fabriekswinkel, kombuis en kleedkamer skoonmaak deur dit uit te vee, te was, politoer te gee en te ontsmet, wat werknemers bedien deur hulle hul kos uit die oond te gee en tee te skink, wat help deur bier in die fabriekswinkel uit te gee, sigarette te verkoop en wanneer nodig kleingeld te gee, wat ook telefoonboodskappe mag neem, tee maak, koppies en gerei was, en deur teenwoordig te wees in die kleedkamer en toesien dat werknemers hulle ordentlik gedra;

"fabriekswinkelopsigter" 'n werknemer wat toesig hou oor fabriekswinkelsskoonmakers en oor alle fabriekswinkelpligte soos tee en sigarette verkoop, tee maak, aantekeninge hou van voorrade, bier bedien en bestel en van wie daar daarbenewens vereis mag word om behulpsaam te wees met skoonmaak-, lokomotiefdryf- en nagaanwerk;

"los arbeider" 'n werknemer wat in soorte werk waarna in klousule 4 van hierdie Ooreenkoms verwys word as Graad I, vir 'n tydperk van hoogstens 3 dae in 'n week op 'n daaglikse basis diens doen;

"kelderarbeider" 'n werknemer wat kelderopgaartenks skoonmaak en steriliseer en wat alle pligte in verband daarmee soos bierkrane van opgaartenks skoonmaak en smeer, bierslange hanteer, skoonmaak en steriliseer en wat ander algemene skoonmaak- en hanteerpligte in die kelders verrig;

"kelderproseswerker" 'n werknemer wat die kelderopsigter en enige filterbediener regstreeks behulpsaam is maar wat, wanneer die kelderopsigter hom aansê om dit te doen, op sy eie bier van een kelder na 'n ander mag vervoer, monsters trek vir kwaliteitbeheertoetsing, CO₂-inhoud in ontvangtenks meet, lugdruk regstel, tenk met CO₂ spui om korrekte vermenging van bier te verkry, klaarmiddels en aansigis voorberei en byvoeg en alle werksaamhede in verband daarmee onderneem, wat droë ys mag help hanteer en CO₂ onder die regstreekse toesig van die kelderopsigter mag bottel en wat algemene skoonmaakwerk in die kelder verrig;

"kelderprosesarbeider" 'n werknemer wat 'n filtrasiebediener of kelderproseswerker behulpsaam is om bier korrek te vervoer, op te berg en te filtreer, om dit te karboniseer, klaarmiddels en aansigis by te voeg en alle ander werksaamhede wat daarmee gepaard gaan te onderneem en wat ook algemene skoonmaakpligte in die kelders verrig;

"kelderopsigter" 'n werknemer wat in beheer is van die werksaamhede van die opgaarkelderkompleks en wat dienste verrig soos toesig hou, personeel oplei, spondruk beheer, karamel meng, aansigis- en CO₂-byvoegings regstel, die vereiste bymiddels byvoeg, aantekening byhou en alle ander werksaamhede wat daarmee in verband staan;

"ononderbroke skof" 'n skof van hoogstens 8 opeenvolgende ure in 'n afdeling van die bedryfsinrigting waarvan die prosesse as onafgebroke verklaar is ingevolge die Wet op Fabriek, Masjinerie en Bouwerke, No. 22 van 1941, soos gewysig, en behoudens die bepalings van klousules 7 en 11 van hierdie Ooreenkoms;

"Raad" die Nywerheidsraad vir die Brounywerheid, Kaapstad, wat geregistreer is ingevolge artikel 2 van die Nijverheid Verzoeningswet, 1924, en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig;

"dagloon" die uurloon vermenigvuldig met 9;

"afleweringswerker" 'n werknemer wat die bestuurder van 'n motorvoertuig help en toesig hou oor arbeiders by die geleentheid wanneer die werkgewer van gehuurde vervoer gebruik maak, wat die bestuurder die rigting wys na verskillende uitgange en toesig hou oor die distribusiearbeiders terwyl hulle bier of leë houers laai en aflaai en vrae rangskik en nagaan, wat seker maak dat al die saaklike dokumente aan die klant uitgereik word en wat ook al die nodige aantekeninge vir die werkgewer hou;

"dieselwerktuigkundige" 'n ambagsman wat werksaam is in verband met die beplande onderhoud, diens en herstel van alle tipes motorvoertuie, sowel diesel as petrol, grassnyers en standmasjiene en wat mag sweis, sweissoldeer en verf;

"distribusiearbeider" 'n werknemer wat bier en leë houers van afleweringsvoertuie help laai en aflaai en wat behulpsaam is met die versorging en skoonmaak van die voertuig en wat alle pligte wat daarmee in verband staan, verrig;

"rioolskoonmaker" 'n werknemer wat alle riole in die brouery skoonmaak en ontsmet, wat verstopte rioolpype, toilette en sanitêre afvoerpype, skoonmaak en wat onmiddellik alle buitengewone verskynsels wat hy in die rioolstelsel raaksien aan sy senior rapporteer;

"dromkamerarbeider" 'n werknemer wat ontkiemdromme met groenmout uit weektenks vul, dromme in 'n vervoertoestel leeg maak, die mout na verskillende droogoonde dirigeer, die dromme en werkoppervlak skoonmaak en daarbenewens verskillende materiale mag hanteer en mout en gars in sakke mag plaas en toewerk;

"duty driver" means an employee who drives a light duty vehicle with an unladen weight which does not exceed 4,000 lb used for delivering and fetching mail, parcels, machine parts and similar objects and who in the course of his work may be asked to handle moneys. Charges tachograph discs daily and where necessary checks oil, fuel and water levels, tyre pressures and cleans the vehicle. Assists with general labouring duties in garage when not driving;

"electrician" means an artisan who is engaged in planned maintenance, repair and installation of all types of electrical plant and equipment: Develops and constructs new meter-boards, pipe layouts, switch gear, and does meter reading and recording;

"Emergency Work" means—

(a) any work which, owing to unforeseen circumstances such as fire, storm, accident, act of violence, epidemic or theft, must be done without delay;

(b) any work necessary for the maintenance or provision of light, power, water, telephone, public health, sanitation, cleansing, public transport or airport services or for the supply of goods to hospitals or the police or military forces;

(c) any work necessitated by a general breakdown of plant or machinery or an actual breakdown or threatened breakdown of buildings;

(d) any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours; or

(e) the work of or connection with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours;

"employment" means the total period of service an employee has had in the Brewing Industry;

"empties checker" means an employee who checks all incoming empties, returnable containers, ensures that they are correctly documented and summarizes empty returns. Checks that empties in warehouse are neatly stacked, takes stock, issues empties, supervises changing and charging of fork lift batteries and supervises labourers;

"empties container inspector" means an employee who inspects empties, containers, rejecting unserviceable containers and bottles and remove any rubbish. In addition he weighs cullet, keeps record of broken containers and performs cleaning duties in the working area;

"empties container loader" means an employee who supplies washer loaders by opening and loading containers with empty bottles and cans onto a conveyor. In addition he assists with the cleaning of the surrounding area;

"engineering handyman" means an employee other than an artisan who maintains by way of running repairs such as replacing worn parts, all bottling hall plant fillers such as washers, labellers, pasteurizers, belts and conveyors. Reports any major defects noticed to his superior;

"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 the correct entry of records. Supervises and trains engine-room and boilerhouse staff and may be involved in maintenance work in his section such as overhauling and adjustments to all plant in the engine room complex;

"engine room cleaner" means an employee who does any cleaning duties in the engine room and surrounding area, takes messages, makes tea for the engineering department and directly assists the engineering services overseer with the greasing of pumps;

"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 assists the fermenting room overseer in the following duties: The operation of yeast handling equipment throughout the fermenting process, the preparation and pumping of wort from hot wort receiver through paraflo cooler and centrifuge to collecting vessels, aerates beer, checks gravity and performs any other operation incidental to these, cleans and sterilizes all equipment used as well as the working area. May supervise labourers who assist him.

"fermenting process labourer" means an employee who cleans tanks, washes vessels, wort receivers, is involved in general cleaning of premises and directly assists the fermenting process attendant and yeast handler in the handling of materials or in any other activity performed by them;

"diensbestuurder" 'n werknemer wat 'n ligte diensvoertuig met 'n onbelaste gewig van hoogstens 4,000 lb bestuur wat gebruik word om pos, pakkette, masjienonderdele en dergelike voorwerpe af te lewer en af te haal en wat in die loop van sy werk gevra mag word om geld te hanteer wat daaglikse tagograafskywe verander, wat olie-, brandstof- en waterpeile en banddruk nagaan sowel as die voertuig skoonmaak en wat met algemene pligte in die garage behulpsaam is wanneer hy nie bestuur nie;

"elektrisiën" 'n ambagsman wat werksaam is in verband met die beplande onderhoud, herstel en installering van alle tipes elektriese installasies en uitrusting, wat nuwe meterborde, pypskemas en skakeluitrusting ontwikkel en bou, en wat meters lees en aantekeninge byhou;

"noodwerk":—

(a) alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, gewelddaad, epidemie of diefstal, sonder versuim gedoen moet word;

(b) alle werk wat nodig is vir die instandhouding of verskaffing van dienste ten opsigte van lig, krag, water, telefoon, openbare gesondheid, sanitasie, skoonmaakwerk, openbare vervoer of lughawes, of vir die verskaffing van goedere aan hospitale of die polisie- of weermag;

(c) alle werk genoodsaak deur 'n algemene onklaarraking van uitrusting of masjinerie of 'n werklike instorting of dreigende instorting van geboue;

(d) alle werk in verband met die nasien of herstel van uitrusting of masjinerie wat nie gedurende gewone werkure gedoen kan word nie; of

(e) die werk van of in verband met die laai of aflaai van vragmotors of voertuie wat aan die Suid-Afrikaanse Spoorwê en Hawens behoort;

"diens" die totale tydperk wat 'n werknemer in die Brounywerheid in diens was;

"nasiener van leë houters" 'n werknemer wat alle inkomende leë houters en teruggestuurde leë houters nagaan, seker maak dat hulle reg gedokumenteer word en teruggestuurde leë houters opsom, wat nagaan of leë houters in die pakhuis netjies opgestapel is, voorraad opneem, leë houters uitreik, toesig hou oor die vervanging en laai van vurkysbatterye en toesig hou oor arbeiders;

"inspekteur van leë houters" 'n werknemer wat leë bottels en houters inspekteer, wat onbruikbare houters en bottels afkeur en alle afval verwyder, wat daarbenewens afvalglas weeg, aantekeninge byhou van stukke houters en skoonmaakpligte op die werkoppervlak verrig;

"laaier van leë houters" 'n werknemer wat wastoestellaaiers voorsien deur houters van leë bottels en blikke oop te maak en dit op 'n vervoerband te plaas, en wat daarbenewens behulpsaam is met die skoonmaak van die omliggende werkoppervlak;

"ingenieursfaktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat deur middel van bedryfsherstellings, soos die vervanging van geslyte onderdele, alle bottelsaalinstallasievultostelle, soos wastoestelle, etiketteermasjiene, pasteuriseermasjiene, dryfbande en vervoerbande in stand hou, en belangrike defekte wat hy raaksien aan sy senior rapporteer;

"opsigter oor werktuigkundige dienste", 'n werknemer wat koelinstallasies, lugkompressors en stoomketels bedien en beheer en ander werktuigkundige dienste lewer en wat seker maak dat aantekeninge reg gehou word, wat toesig hou oor enjinkamers en ketelkamerpersoneel en hulle oplei en wat behulpsaam mag wees met onderhoudswerk in sy afdeling soos byvoorbeeld die opknapping en verstelling van alle installasies in die enjinkamer-kompleks;

"enjinkamerskoonmaker" 'n werknemer wat skoonmaakpligte in die enjinkamer en op omliggende werkoppervlakte verrig, boodskappe dra, vir die ingenieursafdeling tee maak en wat die opsigter oor werktuigkundige dienste regstreeks behulpsaam is met die smeer van pompe;

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

"gisproseswerker" 'n werknemer wat die giskameropsigter met die volgende pligte behulpsaam is: gishanteeruitrusting bedien in die hele gisproses, die wort berei en pomp na warmworthousers deur newevloei-verkoeler en sentrifuge na die opvangvate, wat bier belug, ekstrakgehalte toets en ander werksaamhede wat daarmee gepaard gaan verrig, wat alle uitrusting wat gebruik word, sowel as die werkoppervlak skoonmaak en steriliseer, en wat mag toesig hou oor arbeiders wat hom help;

"gisprosesarbeider" 'n werknemer wat tenks, wasvate en wort-houters skoonmaak, wat betrokke is by die algemene skoonmaak van die perseel, die gisproseswerker en gishanteerder regstreeks behulpsaam is by die hantering van bestanddele of by alle ander werksaamhede wat hulle verrig;

"fermenting room overseer" means an employee who is engaged in the control of the operation of the fermenting cellars complex, performing duties such as supervision and training of staff, wort cooling and fermenting, yeast handling, sterilizing and cleaning of equipment and all operations incidental thereto;

"filler operator" means an employee who is engaged in the following duties: The operation of a bottle filling and crowning machine and who adjusts, sets, cleans, lubricates at regular intervals, and sterilizes the machine and working area, and supervises workers in the immediate area of his unit;

"filtration operator" is an employee who is engaged in the following duties: The filtration, carbonation of beer, the injection of primings into beer while transferring it to the bright beer cellars, mixing and treatment of filtration ingredients, pre-filtration treatment, takes and records haze readings, sterilising and cleaning of equipment and surroundings and all operations incidental thereto and maintains all necessary documentations such as filtration records, assists the cellar overseer in stock reconciliations. He may supervise labourers and cellar process attendants who assist him;

"fitter" means an artisan who is engaged in planned maintenance, repair and installation of all types of brewery plant and equipment, and who does welding, brazing, fitting and turning;

"fork lift truck driver" means an employee engaged in operating a power-driven fork lift truck or tractor used for loading, unloading, moving and stacking goods. Where necessary checks oil, fuel and water levels, tyre pressures and cleans such vehicles. In addition he may be required to repair cases, trays and pallets by hand and cutting materials to size, and may be called upon to participate in the loading and off-loading of goods;

"fulls checker" is an employee who checks the loading of all rail and road trucks, ensures that relevant documents have been correctly filled, that labourers supervised by him stack correctly, takes daily stock and maintains the necessary stock documents;

"fulls packer" means an employee who packs articles of uniform size and number into containers specially designed to contain them. May also close flaps on cartons, seal them with gummed tape and date stamp the cartons and cases. Also does duties of a general and unskilled nature such as cleaning duties on bottling line and surrounding area;

"furnace labourer" means an employee engaged primarily in making and maintaining furnace fires, removing ash, collecting coal and cleaning the furnaces as well the furnace room. Notifies, in addition, the engineering services overseer if malt elevator, conveyor and screen does not function properly and digs over malt in the kiln;

"garage attendant" means an employee who greases, tops up or changes oil in all brewery vehicles. Issues fuel and maintains the necessary documents. Assists the diesel mechanic in all his duties and may perform simple assembly duties such as the replacement of a sump, delegated to him by the diesel mechanic provided that these duties are carried out under the direct supervision or remain the ultimate responsibility of the diesel mechanic, operates in addition hydraulic plant and all cleaning appliances, and is responsible for all cleaning duties in the garage;

"gardener" means an employee who controls the work of the garden labourers, such as digging, raking, planting, mowing, etc., allocates work to them, orders seeds, plants, fertilizers, etc., keeps sports fields in a good condition and who, in addition, assists by digging, raking, planting, pruning, watering and digging in fertilizer himself;

"garden labourer" means an employee engaged in sundry gardening activities under the supervision of a gardener. Prepares garden soil for planting by digging, raking, sieving and by digging in manure and fertilizer. Also plants as instructed by gardener and maintains garden by watering, weeding and cutting hedges;

"general pool labourer" means an employee engaged on material handling tasks and other duties of a general and unskilled nature;

"handyman carpenter" means an employee other than an artisan engaged in duties such as repairing and making of wooden articles, building of partitions, of pipes, simple brickwork, repacking of air filter with cotton wool, replacing of worn washers in taps and cisterns, and all duties related thereto. May have to supervise labourers who assist him in his work;

"giskameropsigter" 'n werknemer wat die werksaamhede van die giskelderkompleks beheer en wat pligte soos toesig hou oor en oplei van personeel, wort verkoel en gis, gis hanteer, uitrusting skoonmaak en steriliseer en alle werksaamhede wat daarmee gepaard gaan, verrig;

"vultoeselbediener" 'n werknemer wat 'n bottelvuul- en kroonkurktoestel bedien, wat die masjien verstel, instel, skoonmaak, met gereelde tussenposes smeer, en steriliseer, wat die werkoppervlak steriliseer en wat toesig hou oor werkers in die onmiddellike omgewing van sy eenheid;

"filterbediende" 'n werknemer wat bier filtreer en karboneer, wat aansig is by die bier voeg terwyl dit na die helderbierkelders oorgeplaas word, filtratiebestanddele meng en behandel, voorfiltratiebehandeling toedien, wasgheidslesings neem en aanteken, uitrusting en die omgewing daarvan steriliseer en skoonmaak en alle werksaamhede wat daarmee gepaard gaan, verrig, en wat al die nodige dokumentasies soos filtrasierekords byhou, wat die kelderopsigter behulpsaam is met voorraderekonsiliasie en wat mag toesig hou oor arbeiders en kelderproseswerkers wat hom help;

"passer" 'n ambagsman wat werksaam is in die beplande onderhoud, herstel en installering van alle tipes brouery-installasies en uitrusting en wat sweis-, sweissoldeer-, pas- en draaiwerk verrig;

"vurkhuyswabestuurder" 'n werknemer wat 'n kragaangedrewe vurkhuyswa of trekker wat gebruik word vir die laai, aflaai, vervoer en opstapel van goedere, bestuur, wat wanneer nodig olie-, brandstof- en waterpeile en banddruk nagaan en wat die voertuie skoonmaak, van wie daar verder vereis mag word om kiste, bakke en draagplanke met die hand heel te maak, om materiaal volgens grootte te sny en wat aangesê mag word om goedere te help laai en aflaai;

"nasiener van vol houers" 'n werknemer wat die laai van alle spoorwegtrokke en vragmotors kontroleer, wat sorg dat alle saaklike dokumente korrek ingevul is en dat arbeiders onder sy toesig korrek opstapel, wat daagliks voorrade opneem en die nodige voorradedokumente byhou;

"pakker van vol houers" 'n werknemer wat artikels van diéselfde grootte en getal in houers pak wat spesiaal ontwerp is om hulle te bevat, wat klappe van kartonhouers mag toemaak, dit met gompapier mag verseël en dat datum op die kartonhouers en op kiste mag stempel, wat ook pligte van 'n algemene en ongeskoolde aard soos skoonmaak van die bottelbaan en omliggende werkkoppervlak verrig;

"oondarbeider" 'n werknemer wat hoofsaaklik oondvure maak en in stand hou, as verwyder, steenkool gaan haal, en sowel die oonde as die oondkamer skoonmaak, wat daarbenevens die opsigter oor werktuigkundige dienste in kennis stel indien die mouthyser, vervoerband en sif nie behoorlik funksioneer nie, en wat mout in die droogdoond met 'n graaf omkeer;

"garagewerker" 'n werknemer wat alle broueryvoertuie smeer en die olie byvul of omruil, wat brandstof uitreik en die nodige dokumente byhou, wat die dieselwerktuigkundige met al sy pligte behulpsaam is en wat eenvoudig monterpligte, soos die vervanging van 'n oliebak, wat die dieselwerktuigkundige aan hom opdra, verrig, met dien verstande dat hierdie pligte onder die regstreekse toesig van die dieselwerktuigkundige uitgevoer word of sy uiteindelijke verantwoordelikheid bly, wat daarbenevens hidrouliese installasies en alle skoonmaaktoestelle bedien, en wat verantwoordelik is vir alle skoonmaakpligte in die garage;

"tuinier" 'n werknemer wat oor tuinarbeiders se werk soos spit, hark, plant, grassny, ens. beheer uitoefen, wat vir hulle werk aanwys, wat saad, plante en kunsmis ens., bestel, wat sportgronde in 'n goeie toestand hou, en wat daarbenevens self help spit, hark, plant, snoei, water lei en kunsmis inspit;

"tuinarbeider" 'n werknemer wat verskillende soorte tuinwerk onder die toesig van 'n tuinier verrig, wat tuingrond voorberei vir beplanting deur dit te spit, te hark, te sif en mis en kunsmis in te spit, wat ook volgens die tuinier se voorskrif plant en die tuin in stand hou deur dit nat te lei, onkruid uit te haal en heinings te snoei;

"algemene poelarbeider" 'n werknemer wat pligte in verband met die hantering van materiaal en ander pligte van 'n algemene en ongeskoolde aard verrig;

"faktotumskryner" 'n ander werknemer as 'n ambagsman wat pligte verrig soos houtartikels herstel en maak, afskortings bou, pype aanlê, eenvoudige baksteenwerk oprig, lugfilter weer met watter pak, geslyte wasters in krane en tinks vervang en alle werk wat in verband staan daarmee, wat moontlik sal moet toesig hou oor arbeiders wat hom met sy werk behulpsaam is;

"handyman electrician" is an employee other than an artisan, engaged in the following duties: Repairing and overhauling of electrical equipment under the supervision of the electrician, replacing bulbs, replacing of faulty switches, building of scaffolding, cutting, bending and threading of conduits, checking of refrigerator pumps and valves, assisting the fitters with duties and all other duties incidental thereto;

"hourly rate" means the weekly wage prescribed in clause 4 of this Agreement divided by 45;

"juvenile" means an employee under the age of 18 years;

"label addresser" means an employee who prints and sorts labels into categories, counts off labels, pastes them onto cartons, mixes glue, stacks cases and packs crates for shipping. In addition he is required to prevent pilfering in warehouse, transport beer from road warehouse and perform cleaning duties in warehouse;

"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;

"laboratory assistant" means an employee who assists his superiors by cleaning and sterilizing laboratory apparatus, drawing samples at various stages in the production process, performing under supervision simple chemical analyses such as malt moisture tests, air and CO₂ determination as well as the preparation of media, taking simple physical measurements, i.e. specific gravities, measuring temperatures. Executes the necessary calculations and keeps the relevant documents;

"lawn mower operator" means an employee who is engaged in the operation of lawn mowers, oils, greases, cleans and fills fuel tanks of mowers and who, in addition, assists by digging, raking, planting, watering, digging in fertilizer and cutting hedges;

"leading brush hand" means an employee who supervises painting operations by allocating work, ensuring that it is done to specifications and who may, in addition, prepare surfaces, paint them, replace broken window panes, orders and mixes paints and perform any other duties related thereto;

"licensed trade motor vehicle driver" means an employee who is engaged as a driver of a motor vehicle and/or a motor vehicle and trailer and/or a road tanker, delivering beer to the wholesale and retail trade and attending to all necessary documentation or making inter brewery and inter depot transfers of beer and for the purpose of this definition driving a licensed trade motor vehicle is deemed to include all periods of driving and any time spent by the driver on work connected with the vehicles and all periods during which he is obliged to remain on duty in readiness to drive. He also checks oil, fuel, water level, tyre pressures and cleans such vehicles;

"locomotive driver" means an employee engaged in operating a diesel locomotive used for moving railway trucks in brewery ground and railway shunting area and where necessary checks oil, fuel and water levels and does minor repairs and adjustments. May in addition assist with checking of incoming goods to see that the correct quantity of goods is delivered;

"major portion" means half or more of the period of time which comprises a shift and shall include any intervals of 30 minutes or less but shall exclude any period of overtime;

"maltings fireman" (Woodstock) means an employee who regulates manually temperature of flue gases in a hand-fired furnace by making and maintaining furnace fires and by removing ash. In addition loads, drops and unloads malt from kilns, cleans furnaces as well as surrounding areas and may be required to perform other general duties of an unskilled nature in maltings;

"maltings process labourer" means an employee who performs material handling duties in maltings as well as loading green malt kilns, emptying kilns, barley bins, filling and weighing bags of dry malt, and cleaning silo and general work area;

"maltings shift overseer" means an employee who is engaged in the control of the operation of the maltings complex, involved in such duties as the supervision and training of staff, intake of barley, grading, steeping, germinating, kilning, roasting and despatching of malt, operating ammonia compressor and maintaining the required records;

„faktotumelektrisiën" 'n ander werknemer as 'n ambagsman wat elektriese uitrusting onder die toesig van die elektrisiën herstel en opknop, gloeilampe en defekte skakelaars vervang, steierwerk bou, leipype sny, buig en draad insny, koelerpompe en -kleppe nagaan, en wat die passers met hul pligte en alle ander pligte wat daarmee gepaard gaan behulpsaam is;

„uurloon" die weekloon voorgeskryf in klousule 4 van hierdie Ooreenkoms, gedeel deur 45;

„jeugdige" 'n werknemer onder die leeftyd van 18 jaar;

„etiketadreseerder" 'n werknemer wat etikette druk en in kategories sorteer, etikette aftel, hulle op kartonhouers plak, gom meng, kaste opstapel en kratte vir verskeping verpak, van wie daar daarbenewens vereis word om diefstal in die pakhuis te voorkom, om bier van die padpakhuis te vervoer en om skoonmaakpligte in die pakhuis te verrig;

„etiketteermasjiënbediener" 'n werknemer wat bottel-etiketeer en bottel-dateermasjiëne bedien en wat ook gom berei, wat genoemde masjiëne regstel en stel en minder belangrike onderhoudspligte in verband daarmee verrig, en wat die masjiëne en werkoppervlak skoonmaak;

„laboratoriumassistent" 'n werknemer wat sy seniors behulpsaam is met die skoonmaak en steriliseer van laboratorium-apparaat, wat in verskillende stadiums van die produksieproses monsters neem, wat onder toesig eenvoudige chemiese ontledings soos moutvogtoetse en lug- en CO₂-bepalings maak sowel as media berei, wat eenvoudige fisiese meetwerk doen, dit wil sê soortlike gewig bepaal en temperatuur meet, en wat die nodige berekenings maak en die saaklike dokumente byhou;

„bediener van grassnymasjiën" 'n werknemer wat in die bediening van grassnymasjiëne betrokke is, snymasjiëne olie, smeer en die brandstoftanks van sodanige masjiëne skoonmaak en vul, en wat daarbenewens ook help deur te spit, hark, plant, nat te lei, mistowwe in te spit en heinings te snoei;

„hoofverfhulp" 'n werknemer wat toesig hou oor verwerk-saamhede deur werk toe te wys, toe te sien dat dit volgens spesifikasie gedoen word en wat daarbenewens oppervlakke mag voorberei, dit mag verf, stukkende ruite mag vervang, en wat verf bestel en meng en alle ander pligte in verband daarmee verrig;

„gelisensieerde handelsmotorvoertuigbestuurder" 'n werknemer wat in diens is as bestuurder van 'n motorvoertuig en/of 'n motorvoertuig en sleepwa en/of 'n padtenker, wat bier aan die groot en kleinhandelaars aflewer en wat al die nodige dokumentasie doen, of wat bier vervoer van een brouery en depot na 'n ander, en vir die toepassing van hierdie omskrywing word bestuur van 'n gelisensieerde handelsmotorvoertuig geag in te sluit alle tyd wat die werknemer bestuur, alle tyd wat hy bestee aan werk in verband met die voertuie en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te bestuur, en wat ook olie-, brandstof-, waterpeile en banddruk nagaan en dié voertuie skoonmaak;

„masjiniis" 'n werknemer wat 'n diessellokomotief wat gebruik word om spoorwaens op brouerypersele en spoorwegrangingebied te verskuif, bedien, wat wanneer nodig olie-, brandstof- en waterpeile nagaan, wat minder belangrike herstelwerk en verstellings doen, en wat daarbenewens behulpsaam mag wees met die nagaan van inkomende goedere om te sien dat die korrekte hoeveelheid goedere gelewer word;

„grootste gedeelte" die helfte of langer as die helfte van die tyd waaruit 'n skof bestaan en sluit dit in alle pouses van 30 minute of korter maar nie ook oortyd nie;

„mouterystoker (Woodstock)" 'n werknemer wat met die hand die temperatuur van rookgas in 'n handgestoekte oond reguleer deur die oondvure te maak en in stand te hou en deur die as te verwyder, en wat daarbenewens mout in drooggoonde laai, laat val en weer daaruit haal, wat sowel oonde as omliggende werkoppervlakke skoonmaak en van wie daar vereis mag word om ander algemene pligte van 'n ongeskoolde aard in mouterye te verrig;

„mouteryprosesarbeider" 'n werknemer wat pligte in verband met die hantering van materiaal in mouterye verrig, wat groen moutdrooggoonde laai, wat drooggoonde en garsblikke leegmaak, wat sakke met droë mout vul en week, en wat silo's en die algemene werkoppervlak skoonmaak;

„mouteryskofopsigter" 'n werknemer wat die werksaamhede van die mouterykompleks beheer, wat pligte soos toesig hou oor en opleiding van personeel en inname van gars verrig, wat mout gradeer, week, laat ontkiem, in drooggoonde plaas, brand en versend, wat die ammoniakkompressor bedien en wat die vereiste aantekeninge byhou;

"malt mill operator" means an employee who is engaged on the following duties; ensures the correct operation and setting of the malt mill; the correct receipt storage, weighing, mixing and preparation of raw materials, maintenance of all stock records as well as cleaning all equipment and working areas. May supervise labourers who assist him;

"malt roast attendant" means an employee who operates the roasting machine to roast malt or barley, cools, bags, weighs and stacks malt or barley and performs all operations incidental thereto. In addition bags malt for despatch and cleans equipment and surrounding area;

"material handling labourer" means an employee who performs any material handling duties such as loading of culler, cases of beer, unloading of coal, barley, etc. May, in addition, sort empties, remove broken or unsuitable bottles, and clean working areas;

"material handling leading hand" means an employee who is engaged in loading, off-loading, removal and placing of all types of machinery and plant, erecting scaffolding under the direct supervision of an engineer or qualified artisan as defined in this clause. Also changes fork lift batteries and fills holes in tarmac. Supervises and controls material handling labourers, and may be involved in material handling duties;

"material handling overseer" means an employee who is engaged in the control of the operation of the "empties" warehouse complex performing duties such as supervision, training of staff, organising material handling for the whole of the brewery, checks the receipt and issuing of empties, controls the labour pool and keeps records and all other duties incidental thereto;

"messenger" means an employee who is engaged in delivering or carrying letters, messages of goods on foot or by means of a bicycle or a tricycle. In addition he makes and serves tea or similar beverages, performs general cleaning duties, takes telephone messages, operates vacuum cleaner and floor polisher and may operate an office duplicator;

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

"night shift" means a shift of work, the whole or major portion of which falls between the hours of 10 p.m. and 6 a.m.;

"pallet labourer" means an employee who places pallets in position for stacking by distribution labourers, marks full pallets and clips the top cases together. Also counts and marks numbers on half pallets, sorts out mixed pallets, replaces bottles when broken and takes out cases to be repaired. Performs general cleaning duties in working area;

"pasteurizer packer" means an employee who packs bottles of beer from a conveyor into moving pasteurizer baskets. He removes broken glass from baskets, rejects faulty bottles, attends to automatic counter and adjusts conveyor rails to take different sized bottles. Also does general cleaning of conveyors, surrounding areas and directly assists the filler operator in cleaning filler and adapting it to different sized bottles;

"pasteurizer unpacker" means an employee who removes bottles from baskets in a moving conveyor and disposes of any broken bottles. Adjusts conveyor rails to different sized bottles, takes culler to scales and cleans area around the pasteurizer discharge end;

"plumber/coppersmith" means an artisan engaged in planned maintenance, repair and installation of all types of pipe work, develops and constructs new pipe layouts, flues or ductings and who does sheet metal and copper work, welding and brazing.

"public holiday" shall mean a public holiday mentioned under section 1 or proclaimed under section 2 of the Public Holidays Act, 1952, as amended from time to time;

"pulp washer and presser" means an employee who is engaged in the following duties: Washing, sterilizing and pressing filter cakes, unpacking and repacking of filters, cleaning and any other duty incidental thereto;

"relief empties sighter" means an employee who is intermittently engaged in the following duties: Visually inspecting empty bottles on a moving conveyor and passing or rejecting them to a predetermined standard, operating the rinser and adjusting it to various sizes of bottles, adjusts guide rails and assists the filler-operator with re-setting of filler, keeps score of rejected bottles and performs cleaning duties on bottling unit and surrounding area;

"moutmeulbediener" 'n werknemer wat toesien dat die moutmeul reg werk en reg gestel is, dat grondstowwe reg ontvang, opgeberg, geweeg, gemeng en voorberei word en dat aantekeninge van voorrade gehou word, wat alle uitrusting en werkoppervlakte skoonmaak, en wat toesig mag hou oor arbeiders wat hom behulpsaam is;

"moutbrander" 'n werknemer wat die brandmasjien bedien om mout of gars te brand, wat mout en gars verkoel, in sakke plaas, weeg en opstapel en alle werksaamhede in verband daarmee verrig, wat daarbenewens mout vir versending in sakke plaas en wat uitrusting en die omliggende werkoppervlak skoonmaak;

"arbeider wat materiaal hanteer" 'n werknemer wat pligte in verband met die hantering van materiaal soos afvalglas en kiste bier laai, steenkool en gras aflaai, ens., verrig, wat daarbenewens leë houters mag sorteer, gebreekte en ongeskikte bottels mag verwyder en werkoppervlakte skoonmaak;

"spanleier by materiaalhantering" 'n werknemer wat alle tipes masjinerie en installasie laai, aflaai, vervoer en plaas, wat steiers oprig onder die regstreekse toesig van 'n ingenieur of gekwalifiseerde ambagsman soos omskryf in hierdie klousule van die Ooreenkoms, wat ook vorkheftrucks omruil en gate in die teerblad opvul, wat toesig hou oor arbeiders wat materiaal hanteer en wat betrokke mag wees by pligte in verband met die hantering van materiaal;

"opsigter oor materiaalhandteerders" 'n werknemer wat beheer het oor die werksaamhede van die "leë houters"-pakhuis-kompleks, wat pligte verrig soos toesig hou oor en opleiding van personeel, wat materiaal hantering vir die hele brouery organiseer, wat die ontvangs en uitreiking van leë houters nagaan, en wat die arbeidspoel beheer, en aantekeninge byhou en alle ander pligte in verband daarmee verrig;

"bode" 'n werknemer wat briewe, boodskappe en goedere te voet of met 'n fiets of driewieler aflewer of vervoer, wat daarbenewens tee of soortgelyke drankke maak en bedien, algemene skoonmaakpligte verrig, telefoonboodskappe neem, wat 'n stofsuier en vloerpoles bedien en 'n kantoorafrolmasjien mag bedien;

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

"nagskof" 'n werkskof wat geheel en al of vir die grootste gedeelte daarvan tussen die ure 10 nm. en 6 vm. val;

"palletarbeider" 'n werknemer wat pallette in posisie plaas gereed om deur distribusiearbeiders opgestapel te word, wat vol pallette merk en boonste kiste aanmekeer knip, wat hoeveelheid in halfvol pallette tel en daarop aanteken, wat gemengde pallette sorteer, gebreekte bottels vervang en kiste uithaal om herstel te word en wat algemene skoonmaakpligte op die werkoppervlak verrig;

"pakker van pasteuriseerder" 'n werknemer wat bottels bier van 'n vervoerband in bewegende pasteuriseermandjies pak, wat gebreekte glas uit mandjies verwyder en defekte bottels afkeur, wat die outomatiese telmasjien bedien en die relings van die vervoerband verstel vir bottels van verskillende groottes, wat algemene pligte in verband met die skoonmaak van vervoerbande en die omliggende werkoppervlakte verrig, wat die vultoestelbediener regstreeks behulpsaam is met die skoonmaak van die vultoestel en die verstel daarvan vir verskillende groottes bottels;

"uitpakker van pasteuriseerder" 'n werknemer wat bottels uit mandjies op 'n bewegende vervoerband verwyder, wat alle gebreekte bottels wegruim, wat die relings van die vervoerband verstel vir bottels van verskillende groottes, wat afvalglas na die skaal neem, en wat die werkoppervlak rondom die afvoerkant van die pasteuriseerder skoonmaak;

"loodgieter/kopersmid" 'n ambagsman wat werksaam is in die beplande onderhoud, herstel en installering van alle tipes pypwerk, wat nuwe pypaanleë, skoorsteengange en leidings ontwikkel en bou, en wat plaatmetaal- en koperwerk, sweiswerk en sweissoldeerwerk doen;

"openbare vakansiedag" 'n openbare vakansiedag wat by artikel 1 genoem of by artikel 2 van die Wet op Openbare Feesdae, 1952, soos van tyd tot tyd gewysig, geproklameer word;

"pulpwasser en -perser" 'n werknemer wat filterpulp was, steriliseer en pers, wat filters uitpak, herpak en skoonmaak en wat alle ander pligte wat daarmee gepaard gaan, verrig;

"aflosondersoeker van leë houters" 'n werknemer wat periodiek die volgende werksaamhede verrig: leë bottels visueel op 'n bewegende vervoerband inspekteer en hulle volgens 'n voorafbepaalde standaard goed- of afkeur, die uitspoeltoestel bedien en verstel vir verskillende groottes bottels, lei relings verstel en die vultoestelbediener behulpsaam is met die herverstelling van die vultoestel, aantekening hou van die getal afgekeurde bottels en skoonmaakpligte verrig by die bottleleenheid en omliggende werkoppervlak;

"relief fulls 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 and who, in addition, attends to the smooth operation of the bottle labelling machine and assisting the labeller operator when adapting the labeller and conveyor to different sized bottles. Also assists with cleaning of equipment and surrounding area;

"samples collector" means an employee who is engaged in the collection of beer and air samples from storage tanks and who takes and records CO₂ readings and tank pressure readings. May, in addition, be required to perform cleaning duties and render assistance of an unskilled nature in the cellars;

"senior maltings shift overseer" (Woodstock) means an employee who is engaged in the control of the operation of the maltings complex doing such duties as supervision and training of staff, including overseers, intake of barley, grading, sleeping, germinating, kilning, despatching, operating ammonia compressor, keeping of required records and all operations incidental thereto. In addition, he maintains and services all running machinery in the maltings at Woodstock;

"service labourer" means an employee who is engaged in cleaning and disinfecting of premises, offices, out-buildings, the general latrines and other amenities, gutters and roofs by sweeping and polishing. He may be required to operate an electric floor polisher, floor washing machine, vacuum cleaner, clean kitchen equipment, make and serve tea and similar beverages, make fires and remove ash from change-house boiler and prevent, by casual inspections, pilfering in change rooms;

"shift" means any consecutive period of work subject to the provisions of clause 7, and clause 11 of this Agreement in the course of a working day which has been set by the employer for the execution of all work activities delegated to an employee, but will not be deemed to include any period of overtime as defined in clause 9 of this Agreement, subject further to the proviso that if a shift is worked falling on a Sunday or public holiday, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls;

"shift worker" means an employee engaged in work in one or more of the following departments: Maltings, brewhouse, fermenting cellars and storage, bottling, warehouse, engineering, all of which are departments involved either in continuous processes or else in activities spread through the major or entire portion of a 24-hour working day and so require workers employed in any of these departments to work from 8 to 9 hour shifts with variable starting times;

"shunter" means an employee who walks in front of moving trucks clearing the way, changing points, coupling and uncoupling trucks, applying the brakes and any other operation incidental thereto. Also checks loading from warehouse onto railway and road motor service trucks, supervising the work of the loaders. Cleans and polishes loco-unit, tops up oil and battery;

"silo attendant" means an employee who is involved in the storage of barley accepted by the maltings shift overseer and when instructed transfers barley from one silo to another, screens and steeps barley, adds chemicals or fumigants for disinfection and is engaged on all operations incidental thereto; also maintains all necessary stock records, and cleans all machinery equipment and working area;

"spreadover" means the period of any day from the time when the employee begins work to the time when he finishes work for that day;

"starting time" means the time in the course of a 24-hour working day at which a shift is deemed to have commenced;

"steep tank attendant" means an employee who attends to the preparation of steeps by screening of barley, steeping it into pre-steeping tanks, pumping it from one steep tank to another, to the germinating drums, and finally loading the kilns with green malt. Performs general cleaning duties in the steep tank room by cleaning tanks and surrounding area;

"aflosondersoeker van vol houers" 'n werknemer wat periodiek die volgende werksaamhede verrig: vol bottels visueel op 'n bewegende vervoerband inspekteer en hulle volgens 'n vooraf bepaalde standaard goed- of afkeur, wat daarbenewens toesien dat die bottel-etikettermasjien egalig werk, die etikettermasjien-bediener behulpzaam is wanneer hy die etikettermasjien en vervoerband vir verskillende groottes bottels verstel, en wat ook behulpzaam is met die skoonmaak van uitrusting en die omliggende werkoppervlak;

"monsterversamelaar" 'n werknemer wat bier- en lugmonsters uit opgaartenks versamel, wat CO₂- en tenkdruklesings neem en aantekens, en van wie daar daarbenewens vereis mag word om skoonmaakpligte te verrig en hulp van 'n ongeskoolde aard in die kelders te verleen;

"senior mouteryskofopsigter" (Woodstock) 'n werknemer wat in beheer is van die werksaamhede van die mouterykompleks en wat pligte verrig soos toesig hou oor en opleiding van personeel met inbegrip van opsigtters, wat ook toesig hou oor die inname, gradeer, inweek, ontkieming, oondroog en versending van gars, die ammoniakkompressor bedien, die vereiste aantekeninge byhou en alle werksaamhede wat daarmee gepaard gaan, verrig, en daarbenewens alle lopende masjinerie in die moutery te Woodstock in stand hou en diens;

"diensarbeider" 'n werknemer wat die perseel, kantore, buitegeboue, algemene latrines en ander geriewe, geute en dakke skoonmaak deur dit te ontsmet, dit te vee of politoer te gee, na gelang van die geval, van wie daar vereis mag word om met 'n elektriese vloerpoeleerder, vloerwastoestel en stofsuier te werk, om kombuisuitrusting skoon te maak, tee en soortgelyke drankte te maak en te bedien, vuur te maak en die as te verwyder uit die kleedkamerwasmatoestel en om diefstal in die kleedkamers te voorkom deur toevallige inspeksies;

"skof" 'n aaneenlopende werktydperk behoudens die bepalinge van klousule 7 en klousule 11 van hierdie Ooreenkoms in die loop van 'n werkdag wat deur die werkgewer vasgestel is vir die uitvoering van alle werksaamhede wat aan 'n werknemer opgedra is, maar word nie geag enige tydperk van bartyd soos omskryf in klousule 9 van hierdie Ooreenkoms in te sluit nie, voorts behoudens die voorbehoudsbepaling dat indien 'n skof wat gewerk word op 'n Sondag of openbare vakansiedag val, daar geag word dat die hele skof op die kalenderdag gewerk is, waarop die grootste gedeelte van die skof val;

"skofwerker" 'n werknemer wat in een of meer van die volgende afdelings werk: moutery-, brousaal, giskelders- en opgaarkelders-, bottel-, pakhuis en ingenieursafdeling, almal waarvan afdelings is wat betrokke is by deurlopende prosesse of anders by bedrywighede wat oor die grootste gedeelte van of oor die hele werkdag van 24 uur versprei is sodat daar van werkers wat in hierdie departement in diens is, vereis word om skofte wat van 8 tot 9 uur lank is en wat op verskillende tye begin, te werk;

"rangeerder" 'n werknemer wat voor bewegende trokke loop om die weg te baan, wissels te verander, trokke te koppel en te ontkoppel, die remme aan te slaan en ander werksaamhede wat daarmee gepaard gaan te verrig, wat die laaiwerk vanuit die pakhuis op spoorwegtrokke en padmotordiensvragmotors nagaan en toesig hou oor die werk van die laaiers, en wat ook die lokomotiefteenheid skoonmaak en poleer, olie byvul en die bartyd volmaak;

"silowerker" 'n werknemer wat betrokke is by die opberging van die gars wat die mouteryskofopsigter ontvang het, wat gars oorplaas van een silo na 'n ander wanneer hy opdrag gegee word om dit te doen, asook gars deursif, en inweek, chemikalieë of berokingsmiddele vir ontsmettingsdoeleindes byvoeg en alle werksaamhede wat daarmee gepaard gaan, verrig, wat ook die nodige aantekening in verband met voorrade byhou, en wat al die masjinerie, uitrusting en die werkoppervlak skoonmaak;

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

"aanvangstyd" die tydstop in die loop van 'n werkdag van 24 uur waarop daar geag word dat 'n skof begin het;

"inweektenkwerker" 'n werknemer wat weekgars voorberei deur die gars deur te sif, in die voor-inweektenks in te week, uit een inweektenk in 'n ander te pomp, dan na die ontkiemdromme en uiteindelik die drooggoonde met groenmout laai, wat algemene skoonmaakwerk in die inweektenkamer verrig deur die tenks en omliggende werkoppervlak skoon te maak;

"stores labourer" is an employee who assists the storeman in the stores duties, does messenger duties, weighs and packs materials and cleans the stores surroundings;

"storeman" means an employee who is engaged in the following duties under the supervision of his superior: Receiving, unpacking, checking, storing, stock-taking, despatching, issuing and packing of stores items, including the clerical work in connection therewith. May have to supervise labourers who assist him;

"tank changer" means an employee who ensures a continuous supply of beer from bright beer cellar to bottling fillers, preparing fillers for receipt of beer and all other operations incidental thereto. In addition he draws samples of beer, test it for CO₂ and air content, takes temperature readings, cleans and sterilizes all equipment used and does sundry duties of an unskilled nature such as assisting with cleaning of working area;

"unladen wight" 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 2- or 3-wheeled motor vehicles (other than a mechanical horse) the unladen weight shall be deemed to be under 1,000 lb.;

"unscrambler" means an employee who maintains a supply of empty cans to the canning unit by opening containers and flipping the empty cans on an apron. Removes cans which have jammed in the conveyor and assist with general cleaning of surrounding areas;

"wage" means the amount of money payable to an employee in terms of clauses 4 (1) and 8, and into which a cost of living allowance has been consolidated, 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) subject to the provision of clause 8, it shall mean the higher amount;

"warehouse labourer" means an employee who is engaged in handling and other general activities in the warehouse, who stacks containers, makes up loads according to the instructions from the fulls checker by counting numbers of containers, placing and moving containers on conveyors which he has positioned in loading bay and does general cleaning of working area, seals and date stamps cartons;

"warehouse leading hand" means an employee who supervises warehouse labourers, counts off total number of containers of different types of beer required for individual orders. May also be required to do painting in the warehouse and clean the working area;

"warehouse oversees" means an employee who is engaged in the control of the operation of the warehouse complex performing duties such as supervision, training of staff, documentation, and record keeping, controlling stocks of beer, issuing and checking stocks, despatching samples and all other duties incidental thereto;

"washer attendant" means an employee who ensures the smooth functioning of a bottle washing machine by stopping and starting the machine when necessary, adapting it to different sized bottles, replacing damaged sprays, removing jammed bottles and all operations incidental thereto. Cleans and sterilizes washer as well as working area;

"washer loader" means an employee who maintains a supply of empty bottles to the bottle washing machine and rejects unsuitable bottles, drains and pumps back caustic soda from soaker compartment and assists in the general cleaning of the washer and surrounding areas;

"yeast handler" means an employee who is engaged in the skimming, collection, screening, washing, weighing and pitching of yeast, as well as the drying and pressing of yeast, including any other operation incidental thereto. Cleans and sterilizes all equipment related to his activities as well as the working area, and may supervise labourers who assist him.

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

"pakhuisarbeider" 'n werknemer wat die pakhuisman behulpsaam is met pligte in die pakhuis, wat die pligte van 'n bode verrig, materiaal weeg en pak en die omgewing van die pakhuis skoonmaak;

"pakhuisman" 'n werknemer wat onder toesig van sy senior pakhuisware ontvang, uitpak, nagaan, opberg, voorraad daarvan opneem, versend, uitreik en pak, wat ook die klerklike werk in verband daarmee doen en wat moontlik moet toesig hou oor die arbeiders wat hom behulpsaam is;

"tenkwisselaar" 'n werknemer wat sorg dra dat daar 'n voortdurende toevloei van bier van die helderbierkelder na die bottelvultoeestelle is, wat vultoeestelle gereedmaak vir die ontvangs van bier en wat alle ander werksaamhede in verband daarmee verrig, wat daarbenewens biermonsters neem vir CO₂- en luginhoud toets, temperatuurlesings neem, alle uitrusting wat gebruik word, skoonmaak en steriliseer en verskillende pligte van 'n ongeskoolde aard verrig soos behulpsaam wees met die skoonmaak van werkoppervlakte;

"onbelaste gewig" die gewig van enige motorvoertuig of sleepwa soos gemeld in 'n lisensie of sertifikaat ten opsigte van sodanige voertuig of sleepwa uitgereik deur enige owerheid by Wet gemagtig om lisensies ten opsigte van motorvoertuie uit te reik, met dien verstande dat in die geval van 'n 2- of 3-wielmotorvoertuig (uitgesonderd 'n voorhaker) die onbelaste gewig geag word minder as 1,000 lb te wees;

"blikman" 'n werknemer wat sorg vir 'n onafgebroke voorraad leë blikkies vir die inblikkeenheid deur houters oop te maak en die leë blikkies daaruit op 'n toeverband om te keer, wat blikkies wat op die vervoerband opeenhoop, verwyder en wat behulpsaam is met algemene skoonmaak van die omliggende werkoppervlak;

"loon" die bedrag, met inbegrip van die gekonsolideerde lewenskostoelae, wat ingevolge klousule 4 (1) en 8, aan 'n werknemer betaalbaar is 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 gereeld 'n hoër bedrag betaal as dié wat in klousule 4 (1) behoudens die bepaling van klousule 8 voorgeskryf is, dié dié hoër bedrag beteken;

"magasynarbeider" 'n werknemer wat hanteerwerk en ander algemene pligte in die pakhuis verrig, wat houters opstapel, volgens die instruksies van die nasiener van vol houters vragte opmaak deur die houters te tel, die houters op vervoerders wat hy in die laaisone in posisie gestel het, te plaas, wat algemene skoonmaakpligte verrig en kartonhouters verseël en datums daarop stempel;

"hoofmagasynhulp" 'n werknemer wat toesig hou oor magasynarbeiders, totale getalle houters van verskillende tipes bier wat vir individuele bestellings vereis word, aftel en van wie daar ook vereis mag word om die magasyn te verf en die werkoppervlak skoon te maak;

"magasynopsigter" 'n werknemer wat in beheer is van die werksaamhede van die magasynkompleks, wat pligte verrig soos toesig hou oor en opleiding van personeel, dokumentasie, aantekeninge byhou, voorrade bier kontroleer, voorrade uitreik en nagaan, monsters versend en wat alle ander pligte in verband daarmee verrig;

"wastoestelwerker" 'n werknemer wat verseker dat die bottelwastoestel egalig werk deur dit wanneer nodig af en aan te skakel en dit te verstel vir verskillende groottes bottels, wat beskadigde spuite vervang, opeengehopte bottels verwyder en wat alle werksaamhede wat gepaard gaan daarmee, verrig, en wat sowel die wastoestel as die werkoppervlak skoonmaak en steriliseer;

"wastoestellaai" 'n werknemer wat sorg dra dat daar 'n volgehoue toevoer van leë bottels na die bottelwastoestel is en ongeskikte bottels afkeur, wat bytsoda uit die dompelkompartemente aftap en terugpomp, en behulpsaam is met die algemene skoonmaak van die wastoestel en omliggende werkoppervlakke;

"gishandteerder" 'n werknemer wat gis afskep, versamel, deursif, was, weeg en byvoeg, wat dit droog en saampers en ook alle werksaamhede wat daarmee gepaard gaan, verrig, wat sowel alle uitrusting wat hy in verband met sy werk gebruik as die werkoppervlak skoonmaak en steriliseer en wat mag toesig hou oor arbeiders wat hom behulpsaam is.

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

4. WAGES.

(1) Subject to the provisions of subclause (2) of this clause, the minimum wage that shall be paid to the undermentioned classes of employees shall be as follows:—

Casual labourer..... R2 per day.

GRADE 1.

Canteen cleaner, empties containers, loader, engine room cleaner, garden labourer, general pool labourer, material handling labourer, service labourer } R9.60 per week.

GRADE 2.

Artisan's labourer, bottling relief labourer, brewhouse labourer, canning relief labourer, cellar labourer, distribution labourer, drum room labourer, fermenting process labourer, fulls packer, furnace labourer, lawn mower operator, maltings process labourer, pallet labourer, pasteurizer packer, pasteurizer unpacker, unsrambler, warehouse labourer, washer loader, boiler-house labourer } During first year in grade, R11.20 per week, thereafter R11.70 week.

GRADE 3.

Boiler cleaner, boiler fireman, bottling hall greaser, brush hand, cellar process labourer, drain cleaner, empties containers inspector, engineering handyman, label addresser, maltings fireman (Woodstock), malt roast attendant, material handling leading hand, messenger, pulp washer and presser, relief empties sighter, relief fulls sighter, samples collector, stores labourer, steep tank attendant, warehouse leading hand, washer attendant } During first year in grade, R12.50 per week, thereafter R13.50 per week.

GRADE 4.

Brewery plant attendant, brewhouse process attendant, can filler operator, cellar process attendant, fermenting process attendant, forklift truck driver, filler operator, garage attendant, gardener, labeller operator, malt mill operator, silo attendant, shunter, tank changer, yeast handler } During first year in grade, R14.85 per week, thereafter R15.85 per week.

GRADE 5.

Amortization clerk, canteen overseer, delivery attendant, duty driver, empties checker, handyman electrician, laboratory assistant, leading brush hand, locomotive driver, storeman } During first year in grade, R16.85 per week, thereafter R17.50 per week.

GRADE 6.

Engineering services overseer, filtration operator, fulls checker, handyman carpenter, licensed trade motor vehicle driver, maltings shift overseer } During first year in grade, R24 per week, thereafter R28 per week.

GRADE 7.

Brewhouse shift overseer, fermenting room overseer, senior maltings shift overseer (Woodstock), warehouse overseer } During first year in grade, R36 per week, thereafter R38 per week.

GRADE 8.

Bottling line overseer, cellar overseer, diesel mechanic electrician, fitter, material handling overseer, plumber coppersmith } During first year in grade, R43 per week, thereafter R44 per week.

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

(3) The wages prescribed in this clause shall be deemed to include the cost of living allowances payable in terms of War Measure No. 43 of 1942, as amended. Should the cost of living allowances payable in terms of the said War Measure or any substituting or superseding legislation be increased to the extent that an employee would have become entitled to remuneration in excess of the wage prescribed in this clause, his wage shall be increased by an amount not less than such excess.

4. LONE.

(1) Behoudens die bepalinge van subklousule (2) van hierdie klousule is die minimum lone wat aan ondergenoemde klasse werknemers betaal moet word, soos volg:—

Los werknemer..... R2 per dag.

GRAAD 1.

Fabriekswinkelskoonmaker, laaier van leë houers, enjinkamerskoonmaker, tuinarbeider, algemene poelarbeider, arbeider wat materiaal hanteer, diensarbeider } R9.60 per week.

GRAAD 2.

Ambagsman se arbeider, ketelkamerarbeider, bottelaflousarbeider, brouery-arbeider, inblik-aflousarbeider, kelderarbeider, distribusiearbeider, dromkamerarbeider, gisprosesarbeider, pakker van vol houers, oondarbeider, bediener van grassnymasjiene, mouteryprosesarbeider, draagplankarbeider, pakker van pasteuriseerder, uitpakker van pasteuriseerder, blikman, masynarbeider, wastoestellaaier, ketelhuisarbeider } Gedurende eerste jaar in graad, R11.20 per week, daarna R11.70 per week.

GRAAD 3.

Ketelskoonmaker, ketelstoker, bottelsaalsmeerder, verfhulp, kelderprosesarbeider, rioolskoonmaker, inspekteur van leë houers, ingenieursfaktotum, etiketadreseerder, mouterystoker (Woodstock), moutbrander, hoofmateriaalhanteerhulp, bode, pulpwasser en -perser, aflousondersoeker van leë houers, aflousondersoeker van vol houers, monsterversamelaar, pakhuysarbeider, inweektenwerker, hoofmagasynhulp, wastoestelwerker } Gedurende eerste jaar in graad, R12.50 per week, daarna R13.50 per week.

GRAAD 4.

Brouery-installasiewerker, broueryproseswerker, blikvullerbediener, kelderproseswerker, gisproseswerker, vrkhuyswabestuurder, vul-toestelbediener, garagewerker, tuinier, bediener van etiketteermasjiene, moutmeulbediener, silowerker, rangeerder, tenkwisselaar, gishanteerder } Gedurende eerste jaar in graad, R14.85 per week, daarna R15.85 per week.

GRAAD 5.

Amortiseringsklerk, fabriekswinkelopsigter, afloweringswerker, diensbestuurder, nasiener van leë houers, elektrisiensfaktotum, laboratoriumassistent, hoofverfhulp, masjinis, pakhuysman } Gedurende eerste jaar in graad, R16.85 per week, daarna R17.50 per week.

GRAAD 6.

Opsigter oor werktuigkundige dienste, filterbediener, nasiener van vol houers, skrynwerversfaktotum, gelisensieerde handelsmotorvoertuigbestuurder, mouteryskofopsigter } Gedurende eerste jaar in graad, R24 per week, daarna R28 per week.

GRAAD 7.

Broueryskofopsigter, giskameropsigter, senior mouteryskofopsigter (Woodstock), masynopsigter } Gedurende eerste jaar in graad, R36 per week, daarna R38 per week.

GRAAD 8.

Bottelbaanopsigter, kelderopsigter, dieselmotortuigkundige, elektrisiën, passer, opsigter oor materiaalhandeerdere, loodgieter/kopersmid } Gedurende eerste jaar in graad, R43 per week, daarna R44 per week.

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

(3) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostetoelae in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostetoelae wat betaalbaar is ingevolge genoemde Oorlogsmaatreël of ingevolge enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, in so 'n mate verhoog word dat 'n werknemer geregtig sou word op 'n hoër besoldiging as die loon wat in hierdie klousule voorgeskryf word, moet sy loon verhoog word met minstens die verhoging van sodanige lewenskostetoelae.

5. LONG SERVICE ALLOWANCE.

In addition to the wage prescribed in clause 4 of this Agreement, every employee engaged in an occupation detailed in clause 4 and defined in clause 3 of this Agreement, shall be entitled to and shall be paid a long service allowance subject to the following conditions:

- (1) After 5 years continuous service with the same employer, an allowance of 75 cents per week.
- (2) After 10 years continuous service with the same employer, an allowance of R1.25 per week.

6. PAYMENT OF EARNINGS.

(1) Other than in the case of a casual employee who shall be paid the total remuneration due to him on termination of employment, or after 3 days of employment, whichever occurs first, wages, overtime, and any additional allowance 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, his occupation, his wage grade as detailed in clause 4, subject to the provisions of clauses 3 and 8, and together with particulars of the amount due to the employee in wages, additional allowances, overtime, and of any deductions made therefrom, and 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 total remuneration due to an employee:—

(a) 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 total remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof, which includes the wage specified in clause 4 of this Agreement, and any special allowance which he is normally entitled to specified in clauses 5 and 11.

(b) With the written consent of the employee deductions for contributions to a pension fund, medical and benefit fund, or the S.A. Breweries Limited Medical Aid Society.

(c) Levies in terms of clause 15 of this Agreement.

(d) With the written consent of the employee, deductions for subscriptions to the Brewery Employees' Union (Cape Peninsula).

(e) Where an employer is legally or by order of any competent court required or permitted to make payments for or on behalf of an employee, any amount so paid;

(f) With the written consent of the employee, deduction for insurance and savings bank account, and staff savings scheme organised by the employer for its employees.

(g) With the written consent of the employee and at the discretion of the employer weekly deductions to pay for monthly rentals of a house rented by the employee, provided that such deductions do not exceed one-fifth of the total remuneration due to such employee at the end of each working week.

(h) A deduction for any money lent by the employer to his employee provided that such deductions, if allowed on a weekly basis, shall not exceed one-third of total remuneration due at the end of the working week to such employee. In the event of an employee terminating his services with the company the provision of this subclause will fall away and the employer will be authorised to deduct in full the balance of money lent to the employee.

(i) A deduction for rental due to the employer in respect of property owned by the employer and occupied by the employee.

7. HOURS OF WORK.

(1) The ordinary working hours of any employee other than a shift worker engaged in a continuous shift, driver of a licensed trade motor vehicle, delivery attendant and distribution labourer—shall not exceed 9 hours per day from Monday to Friday or a total of 45 hours in any week.

(2) The ordinary working hours of an employee engaged in a continuous shift shall not exceed 8 hours per shift or 45 hours per week.

(3) The ordinary working hours of a driver of a licensed trade motor vehicle, delivery attendant and distribution labourer shall be 45 hours per week and may be allocated in a spreadover not exceeding 11 hours per day.

5. LANGDIENSTOELAE.

Benewens die loon wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word, is elke werknemer in 'n beroep gemeld in klousule 4 en omskryf in klousule 3 van hierdie Ooreenkoms geregtig op en moet 'n toelae vir langdiens behoudens die volgende voorwaardes aan hom betaal word:—

- (1) Na 5 jaar ononderbroke diens by dieselfde werkgever, 'n toelae van 75 sent per week.
- (2) Na 10 jaar ononderbroke diens by dieselfde werkgever, 'n toelae van R1.25 per week.

6. BETALING VAN VERDIENSTE.

(1) Uitgesonderd in die geval van 'n los werknemer, wie se volle besoldiging aan hom verskuldig by diensbeëindiging of na 3 dae diens, na gelang van die vroegste datum, betaal moet word, moet lone, oortyd- en alle addisionele toelae weekliks in kontant betaal word of by diensbeëindiging indien dit voor die gebruiklike betaaldag van die bedryfsinrigting plaasvind, en moet dit in 'n koevert of ander houër wees wat buite-op of op 'n strokie daarin die volgende besonderhede aantoon: die werknemer se naam, sy beroep, sy loongraad soos uiteengesit in klousule 4 behoudens die bepalings van klousules 3 en 8, saam met besonderhede van die bedrag aan die werknemer verskuldig aan loon, bykomende toelae, oortyd en van alle bedrae wat daarvan afgetrek word en die tydperk waarvoor betaling geskied.

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

(3) Geen bedrae hoegenaamd, uitgesonderd die volgende, mag afgetrek word van die totale besoldiging wat aan 'n werknemer verskuldig is nie:—

(a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesonderd op las of op versoek van sy werkgever, 'n bedrag eweredig met die tydperk van sy afwesigheid en bereken op die basis van die totale besoldiging wat die werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het met inbegrip van die loon in klousule 4 van hierdie Ooreenkoms gespesifiseer, en enige spesiale toelae in klousules 5 en 11 gespesifiseer waarop hy gewoonlik geregtig is;

(b) met die skriftelike toestemming van die werknemer, bydraes aan 'n pensioenfonds, mediese, en bystandsfonds of die S.A. Breweries, Limited, Medical Aid Society;

(c) heffings ingevolge klousule 15 van hierdie Ooreenkoms;

(d) met die skriftelike toestemming van die werknemer, afrekkings vir ledegeld aan die Brewery Employees' Union (Cape Peninsula);

(e) wanneer daar wettiglik of op bevel van 'n bevoegde hof van 'n werkgever vereis word of wanneer hy toegelaat word om ten behoeve van 'n werknemer 'n bedrag te betaal, die bedrag aldus betaal;

(f) met die skriftelike toestemming van die werknemer, bedrae vir versekering en spaarbankrekening en vir personeel-spaarskemas wat die werkgever vir sy werknemers reël;

(g) met die skriftelike toestemming van die werknemer en na goedvinde van die werkgever, weeklikse afrekkings om die maandelike huur van 'n huis wat die werknemer huur, te betaal met dien verstande dat dié bedraes nie een-vyfde van die totale vergoeding wat aan die einde van elke werkweek aan die werknemer verskuldig is, te bowe gaan nie;

(h) 'n bedrag vir alle geld deur die werkgever aan sy werknemer geleen, met dien verstande dat dié bedrae, indien dit op 'n weeklikse basis afgetrek word, nie een-derde van die totale besoldiging aan die einde van die werkweek aan sodanige werknemer verskuldig, te bowe gaan nie. (Ingeval 'n werknemer sy diens by die maatskappy beëindig, vervel die bepaling van hierdie subklousule en is die werkgever gemagtig om die volle saldo van die geld wat aan die werknemer geleen is, af te trek.);

(i) 'n bedrag aan huurgeld aan die werkgever verskuldig ten opsigte van eiendom wat aan die werkgever behoort en deur die werknemer geokkupeer word.

7. WERKURE.

(1) Die gewone werkure van 'n ander werknemer as 'n skofwerker wat 'n ononderbroke skof werk, gelisensieerde handelsmotorvoertuigbestuurder, afleweringswerker en distribusiearbeider mag hoogstens 9 uur per dag van Maandag tot Vrydag of 'n totaal van 45 uur in 'n week wees.

(2) Die gewone werkure van 'n werknemer wat 'n ononderbroke skof werk, mag hoogstens 8 uur per skof of 45 uur per week wees.

(3) Die gewone werkure van 'n gelisensieerde handelsmotorvoertuigbestuurder, afleweringswerker en distribusiearbeider mag hoogstens 45 uur per week wees en mag toegewys word in 'n werkdagbestek van hoogstens 11 uur per dag.

(4) No employees other than a shift worker engaged in a continuous shift, a driver of a licensed trade motor vehicle, a delivery attendant and a distribution labourer shall work for a continuous period of more than 5 hours without an uninterrupted interval of at least 1 hour; provided that for the purpose of this subclause periods of work interrupted by an interval of less than 30 minutes shall be deemed to be continuous.

(5) Each shift worker engaged in a continuous shift shall be given an opportunity of partaking of food and such period shall be counted as time worked.

(6) Notwithstanding anything to the contrary in this clause, an employer shall not require or permit a female employee to work—

(a) between 6 o'clock p.m. and 6 o'clock a.m.;

(b) after 1 o'clock p.m. on more than 5 days a week;

(c) overtime for more than 2 hours on any day, except that an employee who works a 5-day week may work up to 4 hours overtime on a Saturday but so that 10 hours are not exceeded in such week;

(d) overtime on more than 3 consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than 1 hour on any day unless he has—

(i) before midday given notice thereof to such employee, or
(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

8. DIFFERENTIAL RATES AND OTHER CONDITIONS.

(1) (a) Subject to the provisions hereinafter contained, an employee may be required to perform duties other than those specified in the definition, in clause 3 of this Agreement, of his normal occupation and shall be paid at the rate laid down for such normal occupation.

(b) If a higher wage is payable in respect of such other duties and the employee performs such duties for a period or periods in any 1 shift which equals or exceeds $\frac{1}{2}$ of such shift, the employee shall be paid at the appropriate higher rate for the whole of such shift.

(c) The provisions of subclause (b) of this clause shall not apply to an employee while acting as a substitute for another employee who is off duty for an authorised rest or meal period or is absent from duty through accident or on sick leave or annual leave on full pay.

(d) The exception created by subclause (c) above shall not apply to the extent to which the period of absence referred to exceeds 21 shifts in any 1 working year, provided that the number of complete shifts served in any 1 working year as a substitute for another employee on leave shall be deemed to be part of the training period prescribed in subclause 1 (e) (ii) of this clause.

(e) The exception contained in subclause (c) above shall furthermore not apply in respect of any period during which the employee is undergoing bona fide training to qualify him for the performance of a higher grade job, provided that—

(i) the employer has maintained proper administrative records to indicate the date of commencement and the expected date of termination of the period of training in question;

(ii) such training does not exceed a period of 3 consecutive calendar months for employees training for occupations listed under Grades 2 and 3 in clause 4 of this Agreement or a period of 6 consecutive calendar months for employees training for occupations listed under Grades 4 and 5 in the said clause 4, or a period of 12 consecutive calendar months for employees training for occupations listed under Grades 6, 7 and 8 in the said clause 4; and

(iii) if in any particular case the employer considers, after the expiry of one-third of the relevant maximum period of training, that the employee in question is not performing his duties satisfactorily, he shall inform the employee of this fact, and if after the expiry of two-thirds of the relevant maximum training period the employer considers that the employee is still performing his duties unsatisfactorily the training of the said employee shall be discontinued forthwith and the said employee shall not thereafter be required or permitted to act

(4) Geen werknemer, uitgesonderd 'n skofwerker wat 'n ononderbroke skof werk, 'n gelisensieerde handelsmotorvoertuigbestuurder, 'n afleweringswerker en 'n distribusiearbeider mag vir 'n ononderbroke tydperk van langer as 5 uur werk sonder 'n ononderbroke pouse van minstens 1 uur nie; met dien verstande dat vir die toepassing van hierdie subklousule werktydperke onderbreek deur 'n pouse van korter as 30 minute geag word ononderbroke te wees.

(5) Elke skofwerker wat 'n ononderbroke skof werk, moet die geleentheid gebied word om voedsel te nuttig, en dié tydperk moet geag word tyd gewerk te wees.

(6) Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 6-uur nm. en 6-uur vm. te werk nie;

(b) op meer as 5 dae per week ná 1-uur nm. te werk nie;

(c) langer as 2 uur op 'n dag oortyd te werk nie, uitgesonderd dat 'n werknemer wat 'n 5-daagse week werk, op 'n Saterdag tot 4 uur oortyd kan werk, maar op so 'n manier dat 10 uur nie in sodanige week oorskry word nie;

(d) op meer as 3 agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure langer as 1 uur op 'n dag oortyd te werk nie, tensy hy—

(i) sodanige werknemer voor middag daarvan in kennis gestel het; of

(ii) sodanige werknemer van 'n voldoende maaltyd voorsien en haar genoeg tyd toegelaat het om dit te nuttig voordat sy met oortyd moet begin; of

(iii) sodanige werknemer 25c betaal het en genoeg tyd toegelaat het om haar in staat te stel om 'n maaltyd te bekom en te nuttig voordat oortyd moet begin.

8. DIFFERENSIËLE LONE EN ANDER VOORWAARDES.

(1) (a) Behoudens die bepalings hieronder vervat, mag daar van 'n werknemer vereis word om ander pligte as dié wat in die woordskrywing van sy gewone beroep in klousule 3 van hierdie Ooreenkoms gespesifiseer, te verrig, en hy word betaal teen die skaal wat voorgeskryf word vir die gewone beroep.

(b) Indien 'n hoër loon betaalbaar is ten opsigte van sodanige ander pligte en die werknemer verrig dié pligte vir 'n tydperk of tydperke gedurende 'n bepaalde skof wat gelyk is aan of langer is as die helfte van dié skof, moet die werknemer teen die toepaslike hoër skaal betaal word vir die hele sodanige skof.

(c) Die bepalings van subklousule (b) van hierdie klousule is nie van toepassing nie op 'n werknemer terwyl hy waarneem-as plaasvervanger vir 'n ander werknemer wat van diens af is gedurende 'n gemagtigde rus- of etenspouse of wat afwesig is uit diens as gevolg van 'n ongeluk of wat met siekteverlof of jaarlikse verlof met volle betaling is.

(d) Die uitsondering wat deur subklousule (c) hierbo gesken word, is nie van toepassing nie in die mate waarin die tydperk van afwesigheid wat hierbo gemeld word 21 skofte in 'n bepaalde werkjaar te bowe gaan, met dien verstande dat die getal volledige skofte in 'n bepaalde jaar gewerk as plaasvervanger vir 'n ander werknemer wat met verlof is, geag word deel te wees van die opleidings tydperk voorgeskryf in subklousule (1) (e) (ii) van hierdie klousule.

(e) Die uitsondering gemeld in subklousule (c) hierbo is voorts nie van toepassing nie ten opsigte van 'n tydperk waartydens die werknemer *bona fide* opleiding ondergaan om hom te kwalifiseer vir die verrigting van werk van 'n hoër graad, met dien verstande dat—

(i) die werkgewer behoorlike administratiewe aantekeninge gehou het om die aanvangsdatum en die verwagte einddatum van die onderhawige opleidings tydperk aan te dui;

(ii) sodanige opleiding hoogstens 3 opeenvolgende kalendermaande duur vir werknemers wat opgelei word vir beroepe gemeld by graad 2 en 3 in klousule 4 van hierdie Ooreenkoms, of 'n tydperk van 6 opeenvolgende kalendermaande vir werknemers wat opgelei word vir beroepe gemeld by graad 4 en 5 in genoemde klousule 4, of 'n tydperk van 12 opeenvolgende kalendermaande vir werknemers wat opgelei word vir beroepe gemeld by graad 6, 7 en 8 in genoemde klousule 4; en

(iii) indien die werkgewer in 'n besondere geval na die verloop van een-derde van die betrokke maksimum opleidings tydperk van mening is dat die betrokke werknemer nie sy pligte bevredigend uitvoer nie, moet hy die werknemer hiervan in kennis stel, en indien die werkgewer na die afloop van twee-derdes van die betrokke maksimum opleidings tydperk van mening is dat die werknemer nog steeds sy werk onbevredigend verrig, moet die opleiding van genoemde werknemer onmiddellik gestaak word en daar mag nie daarna van genoemde werknemer vereis word of hy mag nie toegelaat word nie om as plaasvervanger op te tree vir 'n werknemer

as a substitute for an employee whose duties include any of the duties in the performance of which the said employee underwent training as aforesaid.

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

9. PAYMENT FOR OVERTIME AND WORK ON SUNDAYS AND PUBLIC HOLIDAYS.

(1) Except with the prior approval of the Council and subject to the provisions of clause 10 of this Agreement, overtime shall not exceed 10 hours per week.

(2) (a) Time and one-half of the employee's normal weekly wage excluding long service allowance, shift allowance and 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) Subject to the provision of subclause (3) (b), whenever an employee works on a Sunday, or a public holiday, his employer shall pay him, in addition to his normal week's wage, remuneration on the following basis:—

(i) If he so works for a period not exceeding 4 hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a work day, but excluding the payment of long service, shift allowance and any other special allowance;

(ii) if he so works for a period exceeding 4 hours remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or public holiday, excluding the payment of long service, shift allowance, and any other special allowance, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, but excluding the payment of long service, shift allowance and any other special allowance, whichever is the greater.

(b) The provisions of subclause (3) (a) will not apply to any shift worker engaged in a continuous shift.

10. EMERGENCY WORK.

Notwithstanding anything to the contrary appearing in clause 7 and subclause (1) of clause 9 of this Agreement, no restrictions imposed by these clauses shall apply to any male employee whilst employed on emergency work.

11. PROVISIONS FOR SHIFT WORKERS.

(1) (a) Subject to the provisions contained in the definitions of "shift" and "shift worker" respectively, in clause 3, if the whole or the major portion of the shift of any shift worker engaged in a continuous process falls upon a Sunday, payment for the whole shift will be calculated on the basis of time and one-half of his normal wage, excluding long service allowance, shift allowance and other special allowance, divided by 45, provided that each shift worker shall be given not less than 24 hours off each week, which period of 24 hours shall not start until midnight on the day the previous shift ended, and if he is employed during such period he shall be paid at double his hourly rate but not less than twice his daily rate, as defined in clause 3 of this Agreement, irrespective of the hours worked during such period.

(b) Provided further that if the period off work or its major portion shall fall on a public holiday this period shall still be considered as the weekly period off work, but the employer shall remunerate him for this period at the rate of 8 hours of his normal rate of pay for that day in addition to his weekly wage.

(2) If the whole or the major portion of the shift falls upon a public holiday, the employee shall be paid for the whole shift at double the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, but excluding the payment of long service, shift allowance and any other special allowance.

(3) A shift allowance shall be paid to shift workers, subject to the following provisions:—

(a) If the major portion of the shift worked by any of the said employees falls between the hours of 10 p.m. and 6 a.m. a night shift allowance comprising 8 per cent of the starting wage specified for his occupation in clause 4 divided by 6.

(b) If the major portion of the shift worked by any of the said employees falls after 5.30 p.m. an afternoon shift allowance comprising of 4 per cent of the starting wage specified for his occupation in clause 4 divided by 6.

wie se pligte enige van die pligte insluit in die uitvoering waarvan genoemde werknemer opleiding soos voorheen genoem, ondergaan het.

(2) Waar 2 of meer bepalings op 'n werknemer van toepassing is, is die gunstigste 1 op die werknemer van toepassing.

9. BETALING VIR OORTYD EN WERK OP SONDAE EN OPENBARE VAKANSIEDAE.

(1) Behoudens die voorafverkreë goedkeuring van die Raad, en behoudens die bepalings van klousule 10 van hierdie Ooreenkoms, mag oortyd hoogstens 10 uur per week wees.

(2) (a) 'n Werknemer moet vir elke uur of gedeelte van 'n uur oortyd anderhalf maal sy gewone weekloon, uitgesonderd langdiens- en skoftoelae en enige ander spesiale toelae, gedeel deur 45 betaal word.

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

(3) (a) Behoudens die bepaling van subklousule (3) (b) moet die werkgewer sy werknemer elke keer wanneer hy op 'n Sondag of op 'n openbare vakansiedag werk, benewens sy gewone weekloon, op die volgende basis besoldig:—

(i) Indien hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging aan hom betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n werkdag werk, maar uitgesonderd die betaling van langdiens- en skoftoelae en alle ander spesiale toelae;

(ii) indien hy aldus vir 'n tydperk van langer as 4 uur werk, besoldiging teen minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag of openbare vakansiedag gewerk, met uitsondering van langdiens- en skoftoelae, en alle ander spesiale toelae, of, besoldiging teen minstens dubbel die gewone loon ten opsigte van die tydperk gewoonlik op 'n weekdag deur hom gewerk, maar met uitsondering van die betaling van langdiens- en skoftoelae en alle ander spesiale toelae, naamlik die grootste bedrag.

(b) Die bepalings van subklousule (3) (a) is nie van toepassing nie op 'n skofwerker wat 'n ononderbroke skof werk.

10. NOODWERK.

Ondanks andersluidende bepalings in klousule 7 en subklousule (1) van klousule 9 van hierdie Ooreenkoms, is geen beperkings wat deur genoemde klousule opgelê word van toepassing op 'n manlike werknemer terwyl hy noodwerk verrig.

11. BEPALINGS VIR SKOFWERKERS.

(1) (a) Behoudens die bepalings vervat in die woordomskrywings van „skof” en „skofwerker” in klousule 3, indien die hele of die grootste gedeelte van die skof van 'n skofwerker wat by 'n ononderbroke proses werksaam is, op 'n Sondag val, word betaling vir die hele skof bereken op die basis van anderhalf maal sy gewone loon, met uitsondering van langdiens- en skoftoelae en ander spesiale toelae gedeel deur 45, met dien verstande dat elke skofwerker elke week minstens 24 uur sal vry kry, en sodanige tydperk van 24 uur mag nie voor middernag begin op die dag waarop die vorige skof getindig het nie, en indien hy gedurende die tydperk diens doen, moet hy teen 2 maal sy uurloon maar minstens 2 maal sy dagloon soos omskryf in klousule 3 van hierdie Ooreenkoms, betaal word, afgesien van die ure gedurende dié tydperk gewerk.

(b) Voorts met dien verstande dat indien die tydperk buite werk of die grootste gedeelte daarvan op 'n openbare vakansiedag val, dié tydperk nog as die weeklikse tydperk buite werk gereken word, maar die werkgewer moet hom vir dié tydperk vergoed teen die skaal van 8 uur van sy gewone loonskaal vir dié dag, benewens sy weekloon.

(2) Indien die hele skof of die grootste gedeelte daarvan op 'n openbare vakansiedag val, moet die werknemer vir die hele skof betaal word teen dubbel die gewone besoldiging wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, maar uitgesonderd die betaling van langdiens-, skof- en alle ander spesiale toelae.

(3) 'n Skoftoelae moet, behoudens die volgende bepalings, aan skofwerkers betaal word:—

(a) Indien die grootste gedeelte van die skof wat deur afgenoemde werknemers gewerk word tussen die ure 10 nm. en 6 vm. val, 'n nagskoftoelae bestaande uit 8 persent van die aanvangsloon wat in klousule 4 vir sy beroep gespesifiseer word, gedeel deur 6; en

(b) indien die grootste gedeelte van die skof wat deur afgenoemde werknemer gewerk word na 5.30 nm. val, 'n namiddagskoftoelae bestaande uit 4 persent van die aanvangsloon wat in klousule 4 vir sy beroep gespesifiseer word gedeel deur 6.

12. PROVISIONS FOR LEAVE.

(1) *Public Holidays.*—Subject to the provisions of clause 11, an employee shall, during his period of service, be given leave and paid his daily wage for all public holidays as defined in clause 3 of this Agreement.

(2) *Annual leave.*—(a) In addition to the provisions of subclause (1) of this clause all employees shall be granted leave on full pay after 12 months continuous employment with the same employer on the basis shown in Table I of this clause.

(b) Provided further that in the event of any public holiday falling within the period Monday to Friday in the case of an employee working a 5-day week or Monday to Saturday in the case of an employee working a 6-day week, of such annual leave such holiday shall be added to the annual leave.

(c) In the event of any employee being discharged for any reason whatsoever, or leaving the service of his employer, he shall be paid on the basis shown in Table II of this clause. All payments shown in Table II of this clause shall only be made in respect of service of which leave of absence on full pay has not been granted.

(d) An employee, who prior to the 1st April in any year, completes the 12 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 of that year such additional leave to be calculated on the basis of 1 day's leave for every completed month of service.

(e) Annual leave shall, if practicable, be taken any time after the 1st April in each year by arrangement with the management of each establishment. Such leave shall be taken within 4 months from the date upon which it becomes due, provided that leave will not normally be granted during the months October to January.

(f) When an employer requires his employee to take leave before the expiry of the 12 months of employment to which it relates, the employer shall grant such employee the full period of leave accruable for the 12 months of employment and, with due regard to the accrual of any increments in terms of clause 4, shall pay such employee in respect of such leave an amount not less than that which the employee would be entitled to at the date on which the leave would normally accrue: Provided that where an employee's employment terminates on his own initiative before the expiration of the 12 months in respect of which the leave was granted in terms of this proviso, the employer may set-off, against any moneys due to the employee at the termination of employment, the difference between the amount paid to the employee in terms hereof and the amount to which he would have been entitled at termination in terms of paragraph (c) if the leave had not been granted to him.

(g) 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.

(h) Any period during which an employee—

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

(ii) undergoes military training in pursuance of the Defence Act, 1957, up to a maximum of 4 months; or

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

(iv) is absent from work owing to illness as per subclause (3) of this clause;

shall be deemed to be employment for the purpose of this clause, provided that the provisions of this subparagraph shall not apply in respect of any period of absence owing to illness of more than 3 consecutive days; if the employee fails, to submit to the employer a certificate from a medical practitioner indicating that the employee was prevented by illness from doing his work.

(i) Casual leave of absence on full pay shall be deducted from the annual leave accruing for each year of service, provided that no more than 3 days' casual leave on full pay shall be granted in any 12 months.

12. VERLOFBEPALINGS.

(1) *Openbare vakansiedae.*—Behoudens die bepalinge van klousule 11 word 'n werknemer gedurende sy dienstydperk verlof toegestaan en sy dagloon betaal vir alle openbare vakansiedae soos in klousule 3 van dié Ooreenkoms omskryf.

(2) *Jaarlikse verlof.*—(a) Benewens die bepalinge van subklousule (1) van dié klousule, word verlof met volle besoldiging na 12 maande ononderbroke diens by dieselfde werkgever aan alle werknemers toegestaan op die grondslag in Tabel I van hierdie klousule aangetoon:

(b) Voorts met dien verstande dat indien 'n openbare vakansiedag binne die tydperk Maandag tot Vrydag in die geval van 'n werknemer wat 'n vyfdaagse week werk, of Maandag tot Saterdag in die geval van 'n werknemer wat 'n sesdaagse week werk, van sodanige jaarlikse verlof sou val, sodanige vakansiedag by die jaarlikse verlof gevoeg moet word.

(c) Ingeval 'n werknemer om watter rede ook al ontslaan word, of die diens van sy werkgever verlaat, word hy betaal op die grondslag in Tabel II van dié klousule aangetoon. Alle betalings wat in Tabel II van dié klousule aangetoon word, word slegs gemaak ten opsigte van diens waarin verlof tot afwesigheid nie toegestaan is nie.

(d) Wanneer aan 'n werknemer wat vóór 1 April in 'n jaar die 12 maande ononderbroke diens voltooi wat hom op jaarlikse verlof geregtig maak, sodanige verlof toegestaan word, is hy boonop geregtig op alle verlof verdien vanaf die datum van voltooiing van sodanige 12 maande ononderbroke diens tot 31 Maart van daardie jaar, en sodanige bykomende verlof moet op die grondslag van 1 dag verlof vir elke voltooide maand diens bereken word.

(e) Jaarlikse verlof word, indien moontlik, te enige tyd ná 1 April van elke jaar in ooreenkoms met die bestuur van die inrigting geneem. Sodanige verlof word binne 4 maande vanaf die datum waarop dit verskuldig word, geneem, met dien verstande dat verlof normaalweg nie gedurende die maande Oktober tot Januarie toegestaan word nie.

(f) Wanneer 'n werkgever van 'n werknemer vereis om verlof te neem vóór die verstryking van die 12 maande diens waarop dit betrekking het, staan die werkgever die werknemer die volle tydperk verlof toe wat vir 12 maande diens ooploopbaar is, en betaal hy, met behoorlike aandag aan die toevalling van verhogings ingevolge klousule 4, aan die werknemer ten opsigte van die verlof 'n bedrag van minstens dié waarop die werknemer geregtig is op die datum waarop die verlof hom normaalweg sou toeval: Met dien verstande dat, wanneer 'n werknemer se diens deur sy eie toedoen beëindig word vóór die verstryking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudsbepaling toegestaan is, die werkgever die verskil tussen die bedrag ingevolge hiervan aan die werknemer betaal, en die bedrag waarop hy by diensbeëindiging ingevolge paragraaf (c) geregtig sou gewees het indien die verlof nie aan hom toegestaan is nie, kan verreken teen alle gelde wat by die diensbeëindiging aan die werknemer verskuldig is.

(g) Betaling ten opsigte van die jaarlikse verlof verskuldig, word nie later as op die laaste werkdag vóór die aanvang van sodanige verloftydperk gedoen nie.

(h) Alle tydperke waartydens 'n werknemer—

(i) ooreenkomstig dié klousule met verlof is; of

(ii) ingevolge die Verdedigingswet, 1957, militêre opleiding tot en met 'n maksimum van 4 maande ondergaan; of

(iii) op versoek, bevel of met volle toestemming van die werkgever van sy werk afwesig is; of

(iv) as gevolg van siekte van sy werk afwesig is ooreenkomstig subklousule (3) van dié klousule;

word by die toepassing van dié klousule geag diens te wees, met dien verstande dat die bepalinge van hierdie subparagraaf nie ten opsigte van 'n tydperk van afwesigheid weens siekte van langer as 3 agtereenvolgende dae van toepassing is nie, indien die werknemer in gebreke bly om 'n sertifikaat van 'n mediese praktisyn aan die werkgever voor te lê, waarin aangedui word dat die werknemer deur siekte verhinder is om sy werk te doen.

(i) Terloopse verlof tot afwesigheid met volle besoldiging word van die jaarlikse verlof wat vir elke jaar diens toeval, afgetrek, met dien verstande dat hoogstens 3 dae terloopse verlof met volle betaling in 12 maande toegestaan word.

(f) No employee shall accept other paid employment, and no employer shall permit an employee to accept other paid employment, whilst the said employee is on paid leave in terms of the provisions of this clause.

(3) *Sick Leave*.—Subject to the submission of a doctor's certificate of illness if the period of absence exceeds 2 days—

(a) If an employee who after more than 12 weeks' continuous service, but who has had less than 3 years' continuous service with the same employer is absent from duty through illness, he shall be granted in any period of 12 months—

(i) full pay for an aggregate of 10 working days for such absence and 30 per cent of full pay for a further 15 working days of such absence if he works a 5-day week;

(ii) full pay for an aggregate of 12 working days for such absence and 30 per cent of full pay for a further 18 working days of such absence if he works a 6-day week;

(b) (i) if an employee who has had 3 years of continuous service with the same employer, is absent from duty through illness he shall be granted an aggregate of 6 weeks sick leave on full pay and 9 weeks sick leave on 30 per cent of full pay for every 3-year cycle commencing on April 1st and terminating on March 31st.

(ii) in the event of bona fide termination of service of an employee before the expiry of the full sick leave cycle of 36 months any payment for sick leave granted in excess of paid sick leave calculated on the basis of 2 weeks' sick leave in respect of every year's continuous service, may be deducted by his employer from any moneys due to the employee.

(4) *Special Provision*.—For the purpose of this clause, "full pay" is the rate of wage, which the employee was receiving immediately before the commencement of such leave and shall include any long service allowance in terms of clause 5 of this Agreement, but shall not include the variable shift allowance paid in terms of clause 11 of this Agreement.

(See Table I and Table II.)

(f) Geen werknemer mag ander betaalde diens aanvaar, en geen werkgever mag 'n werknemer toelaat om ander betaalde diens te aanvaar terwyl genoemde werknemer ooreenkomstig die bepaling van dié klousule met betaalde verlof is nie.

(3) *Siekteverlof*.—Onderworpe aan die voorlegging van 'n doktersertifikaat van siekte as die tydperk van afwesigheid meer as 2 dae is—

(a) indien 'n werknemer na meer as 12 weke ononderbroke diens, maar met minder as 3 jaar ononderbroke diens by dieselfde werkgever, deur siekte afwesig van sy werk is, word hy in 'n tydperk van 12 maande—

(i) volle betaling vir 'n totaal van 10 werksdae vir sodanige afwesigheid en 30 persent van volle besoldiging vir 'n verdere 15 werksdae van dié afwesigheid toegestaan as hy 'n week met 5 werksdae werk;

(ii) volle betaling vir 'n totaal van 12 werksdae vir sodanige afwesigheid en 30 persent van volle besoldiging vir 'n verdere 18 werksdae van die afwesigheid toegestaan as hy 'n week met 6 werksdae werk;

(b) (i) indien 'n werknemer met 3 jaar ononderbroke diens by dieselfde werkgever weens siekte van sy werk afwesig is, word hy 'n totaal van 6 weke siekteverlof met volle besoldiging en 9 weke siekteverlof met 30 persent van volle besoldiging toegestaan vir elke driejaarlikse tydperk wat op 1 April begin en op 31 Maart eindig;

(ii) in die geval van bona fide-diensbeëindiging van 'n werknemer vóór die verstrekking van die volle siekteverloftydperk van 36 maande, kan alle besoldiging vir siekteverlof toegestaan wat meer is as betaalde siekteverlof wat op die grondslag van 2 weke siekteverlof ten opsigte van elke jaar se ononderbroke diens bereken is, deur sy werkgever van gelde aan die werknemer verskuldig, afgetrek word.

(4) *Spesiale bepaling*.—Vir die toepassing van hierdie klousule is "volle besoldiging" die loonskaal waarvolgens die werknemer besoldig word onmiddellik voor die aanvang van verlof en sluit dit in alle langdiensstoelaes ingevolge klousule 5 van hierdie Ooreenkoms, maar sluit nie die wisselende skoftoelae in nie wat ingevolge klousule 11 van hierdie Ooreenkoms betaal word.

(Kyk Tabelle I en II.)

TABLE I: CLAUSE 12 (2): ANNUAL LEAVE.

	After the first year of continuous employment with the same employer.		After the second year of continuous employment with the same employer.		After the first ten years of continuous employment with the same employer.	
	Five day week employees.	Six day week employees.	Five day week employees.	Six day week employees.	Five day week employees.	Six day week employees.
Grade One to Five employees	Ten working days per annum	Twelve working days per annum	Ten working days per annum	Twelve working days per annum	Fifteen working days per annum	Eighteen working days per annum
Grade Six to Eight employees	Ten working days per annum	Twelve working days per annum	Fifteen working days per annum	Eighteen working days per annum	Fifteen working days per annum	Eighteen working days per annum

TABEL I: KLOUSULE 12 (2): JAARLIKSE VERLOF.

	Na die eerste jaar ononderbroke diens by dieselfde werkgever.		Na die tweede jaar ononderbroke diens by dieselfde werkgever.		Na die eerste tien jaar ononderbroke diens by dieselfde werkgever.	
	Werknemers met 'n vyfdaagse week.	Werknemers met 'n sesdaagse week.	Werknemers met 'n vyfdaagse week.	Werknemers met 'n sesdaagse week.	Werknemers met 'n vyfdaagse week.	Werknemers met 'n sesdaagse week.
Werknemers van graad een tot vyf	Tien werksdae per jaar	Twaalf werksdae per jaar	Tien werksdae per jaar	Twaalf werksdae per jaar	Vyftien werksdae per jaar	Agtien werksdae per jaar
Werknemers van graad ses tot agt	Tien werksdae per jaar	Twaalf werksdae per jaar	Vyftien werksdae per jaar	Agtien werksdae per jaar	Vyftien werksdae per jaar	Agtien werksdae per jaar

TABLE II: CLAUSE 12 (2): PAYMENTS IN LIEU OF LEAVE FOR EMPLOYEES LEAVING THE SERVICE OF THE EMPLOYER.

	During the first year of continuous employment with the same employer.	After one year of continuous employment with the same employer.	After the first ten years of continuous employment with the same employer.
	Five and six day week employees.	Five and six day week employees.	Five and six day week employees.
Grade One to Five employees.....	One day's pay for each completed month's service	One day's pay for each completed month's service	One quarter of the weekly wage prescribed in Clause 4 (2) for each completed four weeks of service.
Grade Six to Eight employees.....	One day's pay for each completed month's service	One quarter of the weekly wage prescribed in Clause 4 (2) for each completed four weeks of service	One quarter of the weekly wage prescribed in Clause 4 (2) for each completed four weeks of service.

TABEL II: KLOUSULE 12 (2): BETALINGS IN PLAAS VAN VERLOF VIR WERKNEMERS WAT DIE WERKGEWER SE DIENS VERLAAT.

	Gedurende die eerste jaar ononderbroke diens by dieselfde werkgever.	Na een jaar ononderbroke diens by dieselfde werkgever.	Na die eerste tien jaar ononderbroke diens by dieselfde werkgever.
	Werknemers met 'n vyf- en sesdaagse werkweek.	Werknemers met 'n vyf- en sesdaagse werkweek.	Werknemers met 'n vyf- en sesdaagse werkweek.
Werknemers van graad een tot vyf..	Een dag se betaling vir elke voltooide maand diens	Een dag se betaling vir elke voltooide maand diens	Een kwart van die weekloon voorgeskryf in klousule 4 (2) vir elke voltooide vier weke diens.
Werknemers van graad ses tot agt..	Een dag se betaling vir elke voltooide maand diens	Een kwart van die weekloon voorgeskryf in klousule 4 (2) vir elke voltooide vier weke diens	Een kwart van die weekloon voorgeskryf in klousule 4 (2) vir elke voltooide vier weke diens.

13. 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 normally be those with less than 2 years' continuous service with the same employer, but exceptions to this general rule may be made by the employer provided satisfactory reasons exist and after due consultation with the shop stewards or an agent of the Council, or the Council's Secretary.

(2) Not less than 1 week's notice shall be given by an employer or employee to terminate the contract of employment, provided—

(a) that in the case of an employee who has had less than 12 weeks' continuous service with the same employer, the employee or his employer may terminate the contract of employment 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 subclause shall not effect—

(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 employment notice for any good cause recognised by law as sufficient, or

(iii) casual employees.

(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 or work performed and all amounts in settlement of accrued leave have been paid.

13. DIENSBEEINDIGING.

(1) Geen werknemer mag ontslaan word nie, uitgesonderd om dissiplinêre redes, weens liggaamlike ongeskiktheid of tensy dit noodsaaklik is vanweë slapte in die bedryf, wanneer die werknemers wat eerste in enige graad in 'n afdeling ontslaan moet word gewoonlik dié is met minder as 2 jaar ononderbroke diens by dieselfde werkgever, maar uitsonderings op hierdie algemene reël mag deur die werkgever gemaak word met dien verstande dat genoegsame rede bestaan en dat daar behoorlik met die vakverenigingopsigers of 'n agent van die Raad of die Sekretaris van die Raad oorleg gepleeg is.

(2) 'n Werkgever of werknemer moet minstens 1 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, die werknemer of sy werkgever die dienskontrak met kennisgewing van 24 uur mag beëindig;

(b) dat 'n werkgever of werknemer die kontrak sonder kennisgewing mag 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 bepaal 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 om enige regseldige rede sonder kennisgewing te beëindig; of

(iii) los werknemers.

(3) Die werkgever moet by 'n werknemer se ontslag, wanneer hy sy laaste loonbetaling ontvang, aan hom 'n skriftelike sertifikaat van ontslag oorhandig wat die volgende meld:—

(a) Duur van dienstydperk; en

(b) dat alle lone verskuldig vir werk gelewer en alle bedrae ter vereffening van opgeloopte verlof betaal is.

(4) The period of notice referred to in subclause (2) shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 12 (2); or on sick leave in terms of clause 12 (3); or whilst undergoing military training in pursuance of the Defence Act, 1957.

14. EXEMPTIONS.

(1) Subject to the provisions of subclause (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 1 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 provision of the Agreement from which exemption is granted;
- (c) the condition fixed in accordance with the provision of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of 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.

15. EXPENSES OF COUNCIL.

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

4 cent 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 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town, together with a statement duly completed and signed by him in the form of Annexure A to this Agreement.

16. 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.

17. 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.

18. 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.

19. 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.

20. EMPLOYMENT OF JUVENILES.

An employer shall not employ any person under the age of 18 years, provided that this clause will not apply in the case of apprentices as defined in clause 3 of this Agreement.

(4) Die diensopseggingstydperk wat in subklousule (2) vermeld word, moet nie saamval nie met en ook mag kennisgewing van diensopsegging nie geskied nie gedurende 'n werknemer se afwesigheid met verlof verleen ingevolge klousule 12 (2) of terwyl hy ingevolge klousule 12 (3) met siekteverlof is of terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.

14. VRYSTELLINGS.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule mag die Raad om enige afdoende rede vrystelling verleen van engeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enige persoon.

(2) Die Raad moet ten opsigte van engeen 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 1 week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat mag 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 bepaling van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaarde 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.

15. UITGAWES VAN DIE RAAD.

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

4 sent 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 bedrag wat daaraan gelyk staan voeg en die totale bedrag maandeliks voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur tesame met 'n staat in die vorm van Aanhangsel A by hierdie Ooreenkoms wat behoorlik deur hom ingevul en onderteken is.

16. VAKVERENIGINGSVERTEENWOORDIGERS IN DIE RAAD.

Werkgewers moet aan engeen 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.

17. ADMINISTRASIE VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en mag 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 uitlegging van engeen van die bepalings van hierdie Ooreenkoms moet na die Raad verwys word.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting, wat vir sy werknemers maklik toeganklik is, '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.

19. 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.

20. INDIENSNEMING VAN JEUGDIGES.

'n Werkgewer mag nie 'n persoon onder die leeftyd van 18 jaar in diens neem nie met dien verstande dat hierdie klousule nie van toepassing is nie in die geval van vakleerlinge soos omskryf in klousule 3 van hierdie Ooreenkoms.

21. PROVISIONS FOR JOB DEFINITION AND JOB RE-DEFINITION.

(1) Notwithstanding anything to the contrary contained in this Agreement, it shall be competent for an employer to re-define any particular job or to change the title of any job or the content of the duties and activities pertaining to such a job, subject however to the proviso that the wage rate applicable to any job, the content of which has been changed as aforesaid, shall be commensurate with the duties and activities pertaining to the job as changed and shall have been agreed upon by the Council.

(2) It shall furthermore be competent for an employer to define the content of, and to grade for purposes of clause 4, fresh jobs not presently referred to in this Agreement, provided that the wage rate applicable thereto, shall be commensurate with the duties and activities pertaining thereto and shall have been agreed upon by the Council.

(3) Changes in terms of subclauses (1) and (2) will become operative after they have been published by the Minister in terms of the Act, as an amending Agreement to this current Agreement.

Signed at Cape Town on behalf of the Parties this 23rd day of October 1967.

S. BIESHEUVEL,
Chairman.
A. E. JOHNSON,
Vice-Chairman.
A. A. DAVIS,
Assistant Secretary.

ANNEXURE A

THE INDUSTRIAL COUNCIL FOR THE BREWING INDUSTRY (CAPE).

Fifth Floor,
Broadway Industries Centre,
Heerengracht, Foreshore,
Cape Town.

To the Secretary,
Industrial Council for the
Brewing Industry (Cape),
P.O. Box 1536,
Cape Town.

Telephone: 3-6631.

Dear Sir,

MONTHLY RETURN OF INDUSTRIAL COUNCIL LEVIES IN TERMS OF CLAUSE 15 OF THE AGREEMENT.

I enclose the sum of R_____ cents representing Industrial Council Levies for the month ending _____, 19____.
Name of firm _____
Address _____

Number of Employees.	Date.
_____ for the week ending _____	_____
_____ for the week ending _____	_____
_____ for the week ending _____	_____
_____ for the week ending _____	_____
_____ for the week ending _____	_____

Total No. Employees at 4 cents per week..... R_____ cents.

ADD
Employer's Contribution of 4 cents per week
per employee..... R_____ cents.

R_____ cents.

Yours faithfully,

(Signature.)

N.B.—This return should reach the Secretary of the Fund on or before the 14th of the month succeeding that to which it refers.

No. R. 782. 3 May 1968.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BREWING INDUSTRY, CAPE TOWN.

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the

21. BEPALINGS VIR WERKOMSKRYWING EN HEROMSKRYWING VAN WERK.

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is 'n werkgewer bevoeg om 'n bepaalde werk te heromskryf of om die titel van enige werk of die omvang van die pligte en bedrywighede wat aan so 'n werk verbonde is, te verander, behoudens die voorbehoudsbepaling egter dat die loonskaal van toepassing op 'n werk, waarvan die inhoud soos tevore genoem, gewysig is, eweredig moet wees aan die pligte en bedrywighede aan die werk verbonde nadat dit verander is, en dat die Raad so 'n stap goedgekeur het.

(2) 'n Werkgewer is voorts bevoeg om die omvang van nuwe soorte werk waarna nie tans in die Ooreenkoms verwys word nie, te omskryf, en vir die toepassing van klousule 4 te gradeer, met dien verstande dat die loonskaal wat daarop van toepassing is, eweredig moet wees aan die pligte en werksaamhede daaraan verbonde en dat die Raad so 'n stap goedgekeur het.

(3) Wysigings ingevolge subklousules (1) en (2) tree in werking nadat hulle ingevolge die Wet, as 'n Wysigingsooreenkoms by die huidige Ooreenkoms deur die Minister gepubliseer is.

Namens die partye op hede die 23ste dag van Oktober 1967 te Kaapstad onderteken.

S. BIESHEUVEL,
Voorsitter.
A. E. JOHNSON,
Ondervoorsitter.
A. A. DAVIS,
Assistent-sekretaris.

AANHANGSEL A

DIE NYWERHEIDSRAAD VIR DIE BROUNYWERHEID (KAAP).

Vyfde Verdieping,
Broadway Industries Centre,
Heerengracht, Strand,
Kaapstad.

Aan die Sekretaris,
Nywerheidsraad vir die
Brounywerheid (Kaap),
Posbus 1536,
Kaapstad.

Telefoon: 3-6631.

Geagte Heer,

MAANDELIKSE OPGAWE VAN NYWERHEIDSRAADHEFFINGS INGEVOLGE KLOUSULE 15 VAN DIE OOREENKOMS.

Ek sluit die bedrag van R_____ sent in wat die Nywerheidsraadheffings is vir die maand wat eindig op _____, 19____.
Naam van firma _____
Adres _____

Getal werknemers.	Datum.
_____ vir die week wat eindig op _____	_____
_____ vir die week wat eindig op _____	_____
_____ vir die week wat eindig op _____	_____
_____ vir die week wat eindig op _____	_____
_____ vir die week wat eindig op _____	_____

Totale getal....werknemers teen 4 sent per week R_____ sent.

PLUS

Werkgewer se bydrae van 4 sent per week per werknemer..... R_____ sent.

R_____ sent.

Die uwe,

(Handtekening.)

L.W.—Hierdie opgawe moet die Sekretaris van die Fonds voor of op die 15de van die maand wat volg op die maand waarop dit betrekking het, bereik.

No. R. 782. 3 Mei 1968.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BROUNYWERHEID, KAAPSTAD.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die

Agreement and notice relating to the Brewing Industry, published under Government Notice No. R. 781 of 3 May 1968, to be, on the whole, not less favourable to the employees 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.

M. VILJOEN,
Minister of Labour.

No. R. 783.

3 May 1968.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

BREWING INDUSTRY, CAPE TOWN.

I, Marais Viljoen, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Brewing Industry published under Government Notice No. R. 781 of 3 May 1968.

M. VILJOEN,
Minister of Labour.

Ooreenkoms en kennisgewing in verband met die Brounywerheid, gepubliseer by Goewermmentskennisgewing No. R. 781 van 3 Mei 1968, oor die algemeen vir werknemers 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 desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 783.

3 Mei 1968.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGS-MAATREËL No. 43 VAN 1942.

BROUNYWERHEID, KAAPSTAD.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Brounywerheid wat by Goewermmentskennisgewing No. R. 781 van 3 Mei 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

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