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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1499.] [25 September 1964.
WET OP NYWERHEIDSVERSOENING, 1956.

BROUNYWERHEID, KAAPSTAD.—HOOFOOREEN-KOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, 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 drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewer en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werknemers wat lede van genoemde vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 6 (3) (d), 16 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag 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 paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 6 (3) (d), 16 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag 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.

A. E. TROLLIP,
Minister van Arbeid.

A-5767201

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1499.] [25 September 1964.
INDUSTRIAL CONCILIATION ACT, 1956.

BREWING INDUSTRY, CAPE TOWN.—MAIN AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that 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 three years from the said Monday upon the employer and the trade union which entered into the Agreement and upon the employees who are members of the said union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1, 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 three years from the said Monday 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 paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Municipal Area of Cape Town and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1, 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.

A. E. TROLLIP,
Minister of Labour.

1-907

BYLAE.

NYWERHEIDSRAAD VIR DIE BROUNYWERHEID,
KAAP.

OOREENKOMS

ingevolge die bepaling 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 „werkneemers” of die „vakvereniging” genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepaling 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 werkneemers wat lede van die vakvereniging is en vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWING.

Alle uitdrukings wat in hierdie Ooreenkoms gesesig 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 daarvan ook alle wysings 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;

„volwassene” 'n werkneem van 21 jaar oud of ouer;

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

„vakleerling” 'n werkneem wat in diens is ingevolge 'n skrifte-

like 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 minder-

jarig in wat ingevolge genoemde Wet op Vakleerlinge op

proef in diens is;

„ambagsman” 'n werkneem betrokke in werk wat gewoonlik

deur 'n geskoonde ambagsman verrig word, en vir die toe-

assing van hierdie woordomskrywing beteken die uitdruk-

king „geskoonde ambagsman” 'n persoon wat sy leertyd uit-

gedien het in 'n bedryf wat aangewys is of geag word aange-

wys 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 *ses* van die

Wet op Opleiding van Vakmanne, 1951, aan hom uitgereik of 'n sertifikaat deur genoemde Registrateur aan hom uitge-

reik ingevolge of artikel *twee* (7) of artikel *sewe* (3) van

genoemde Wet;

„ambagsman se arbeider” 'n werkneem 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 werkneem 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 inmekaar-

sit, wat die bespaarder skoonmaak, alle masjinerie in die

ketelkamer smeer en olie, en wat by ander algemene skoon-

maakpligte in die ketelkamer en omliggende werkoppervlakte

betrokke mag wees;

„ketelstoker” 'n werkneem wat ketelyvere maak en in stand

hou, as verwyder, hefbome en kontroles hanteer om stoom-

druk op die vereiste peile te hou en om tovoerwaterentanks

vol te hou, en wat die opsigter voor werktuigkundige dienste

behulpsaam is wanneer laasgenoemde installasie in stand hou;

„ketelkamerarbeider” 'n werkneem 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 ongeskoold

pligte wat nodig sou wees vir die jaarlikse voorbereiding van

ketels vir inspeksie;

„smeerder in bottelsaal” 'n werkneem 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 geslyte nippels te vervang en die werktuig-

kundige faktotum met dringende take behulpsaam te wees;

„bottebaanopsgter” 'n werkneem 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 hy produksie-

beëindiging, toesig hou oor die doeltreffende skoonmaak en

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BREWING INDUSTRY,
CAPE TOWN.

AGREEMENT

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

South African Brewing Industry Association

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

Brewery Employees' Union (Cape Peninsula)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section *forty-eight* of the Act, and shall remain in force for a period of three years, 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;

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

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

“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 Apprenticeships in terms of section *six* of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section *two* (7) or section *seven* (3) of the said Act;

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

“boiler cleaner” is 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;

“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 handymen 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, super-

steriliseer van masjienderdele, seker maak dat die produk binne die bepaalde spesifikasies is, aantekeninge hou en alle werksaamhede in verband daarmee verrig;

„bottelaarsarbeider” ‘n werknemer wat alle afgekeurde bier in ‘n houer uitgooi en dit na die terugvoertenks pomp, wat ook ‘n bottelsaalhyser bedien, afvalglas weeg, afvalglasblanke skoonmaak, help met ongeskoonde en algemene arbeid by enige bottelvuleenhed wanneer dit nodig is en wat uitrusting en die omliggende werkoppervlak skoonmaak;

„brouery-installasiewerker” ‘n werknemer wat die uitrusting in mouterye smeer en olie en eenvoudige take in verband met die instandhouding daarvan verrig soos byvoorbeeld skroewe vasdraai, geslyte ghriesnippels, boutie, moere, skakels, ens. vervang, wat defekte wat hy raaksien aan sy senior rapporteer, wat ook alle koekelders ontvries, defekte wat hy daar raaksien, rapporteer en alle vloere in mouterye 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 ingeval 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 -gereedschap 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, fyngekook, gekook, gesuiwer en gaargekook word en wanneer wort na worthouers opgepomp word, met inbegrip van alle werksaamhede wat daarvan gepaard gaan, help met die skoonmaak van uitrusting en die werkoppervlak, 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 die maal van mout, kook van mieliegrutte, fynmaak, suiver, opwaartse toevoer, grintspat, kook van wort, bedien van hopfilterreder, wort pomp en wat aantekeninge hou en alle ander pligte wat daarvan 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 stukkende vensterruite vervang, en arbeiders mag hom help;

„blikvullerbediener” ‘n werknemer wat ‘n blikvul- en seelmasjiene bedien, wat die masjiene verstel, stel en smeer en dit, sowel as die werkoppervlak met gereelde tussenposes skoonmaak en steriliseer, wat daarbenewens toets of blikke aan die spesifikasies voldoen deur die emaljegehalte te toets, en druktoetse uit te voer en wat toesig hou oor werkers in die onmiddellike omgewing van sy eenheid;

„inblikaflosarbeider” ‘n werknemer wat die korrekte afvoer van blikke van die pasteuriser af op die vervoerband behartig, wat die vervoerband wat van die pasteuriser 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, aflos, en wat ook algemene skoonmaakpligte by bottel- en inblik-eenhede verrig;

„fabriekswinkelskoonmaker” ‘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, kopjes 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 fabriekswinkelskoonmakers en oor alle fabriekswinkelpligte soos tee en sigarette verkoop, tee maak, aantekening 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 werknemer” ‘n werknemer wat in soorte werk waarna in artikel 4 van hierdie Ooreenkoms verwys word as Graad I, vir ‘n tydperk van hoogstens drie dae in ‘n week op ‘n daaglikske basis diens doen;

„kelderarbeider” ‘n werknemer wat kelderopgaartenks skoonmaak en steriliseer en wat alle pligte in verband daarmee soos bierkranke 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 aansé om dit te doen, op sy eie bier van een kelder na ‘n ander mag vervoer, monsters trek vir kwaliteitbeheertoetsing, CO₂-inhoud in ontvangtenks

vising 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 stenciling 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;

“canteen cleaner” means an employee who is engaged in the cleaning of the canteen, kitchen and chancery 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 chancery;

“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 employee” means an employee engaged as a worker in jobs referred to in section 4 of this Agreement as Grade I on a daily basis for a period not exceeding three 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

meet, lugdruk regstel, tenk met CO₂ spui om korrekte vermeniging van bier te verkry, klaarmiddels en aansigtis voorberei en byvoeg en alle werkzaamhede 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 filtratiebediener of kelderproseswerker behulpsaam is om bier korrek te vervoer, op te berg en te filtreer, om dit te karboniseer, klaarmiddels en aansigtis by te voeg en alle ander werkzaamhede wat daarmeer gepaard gaan te onderneem en wat ook algemene skoonmaakpligte in die kelders verrig;

„kelderopsigter“ 'n werknemer wat in beheer is van die werkzaamhede van die opgaarkelderkompleks en wat dienste verrig soos toesig hou, personele oplei, spondruk beheer, karamel meng, aansigtis- en CO₂-byvoegings regstel, die vereiste bymiddels byvoeg, aantekening byhou en alle ander werkzaamhede wat daarmeer in verband staan;

„ononderbroke skof“ 'n skof van hoogstens agt opeenvolgende ure in 'n afdeling van die bedryfsinrichting waarvan die prosesse as onafgebroke verklaraar is ingevolge die Wet op Fabriek, Masjinerie en Bouweke, 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 *twoe* van die Nijverheid Verzoeningswet, 1924, en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956, soos gewysig;

„dagloon“ die uurloon vermenigvuldig met nege;

„afleveringswerker“ 'n werknemer wat die bestuurder van 'n motorvoertuig help en toesig hou oor arbeiders by die geleenthede wanneer die werkewer 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 aftaai en vrakte 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 werkewer hou;

„dieselwerkuitkundige“ 'n ambagsman wat werkzaam 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, sveissoldeer en verf;

„distribusiearbeider“ 'n werknemer wat bier en leë houers van afleveringsvoertuie help laai en aftaai en wat behulpsaam is met die versorging en skoonmaak van die voertuig en wat alle pligte wat daarmeer in verband staan, verrig;

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

„motorvoertuigbestuurder“ 'n werknemer wat motorvoertuie buiten die broueryperseel bestuur en sluit dit in diensbestuurders en gelisensierte handelsmotorvoertuigbestuurders;

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

„diensbestuurder“ 'n werknemer wat 'n lige diensvoertuig met 'n onbelaste gewig van hoogstens 4,000 pond bestuur wat gebruik word om pos, pakkette, masjienderdele en dergelyke voorwerpe af te lever en af te haal en wat in die loop van sy werk gevra mag word om geld te hanteer wat daaglijkstagraafskywe 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;

„elektriëen“ 'n ambagsman wat werkzaam 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;

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

„nasioneer van leë houers“ 'n werknemer wat alle inkomende leë houers en teruggestuurde leë houers nagaan, seker maak dat hulle reg gedokumenteer word en teruggestuurde leë houers opsoem, wat nagaan of leë houers in die pakhuis netjies opgestapel is, voorraad opneem, leë houers uitrek, toesig hou oor die vervanging en laai van vurkhysbatterye en toesig hou oor arbeiders;

„inspekteur van leë houers“ 'n werknemer wat leë bottels en houers inspekteer, wat onbruikbare houers en bottels afkeur en alle afval verwyder, wat daarbenewens afval glas weeg, aantekening byhou van stukkende houers en skoonmaakpligte op die werkoppervlak verrig;

„laaier van leë houers“ 'n werknemer wat wastoestellaaiers voorseen deur houers 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;

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 eight 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 clause 7 and 11 of this Agreement;

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

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

“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” is 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;

“driver of motor vehicle” means an employee engaged in the driving outside of brewery premises of motor vehicles and includes duty drivers, and licensed trade motor vehicle drivers;

“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;

“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 meterboards, pipe layouts, switch gear, and does meter reading and recording;

“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 removing 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” is 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;

„ingenieursfaktotum” ‘n werknemer, uitgesonderd ‘n ambagsman, wat deur middel van bedryfsherstellings, soos die vervanging van geslyte onderdele, alle bottelsaalinstallasievul-toestelle, soos wastoestelle, etiketteermasjiene, pasteuriseermasjiene, dryfbande en vervoerbande in stand hou, en belangrike defekte wat hy raaksien aan sy senior rapporteer; ‘n opsigter oor werkligkundige dienste”, ‘n werknemer wat koelininstallasies, lugkompressors en stoomketels bedien en beheer en ander werkligkundige dienste lewer en wat seker maak dat aantekeninge reg gehou word, wat toesig hou oor enjinkamer- en ketelkamersonsoneel en hulle oplei en wat behulpzaam mag wees met onderhoudswerk in sy afdeling soos byvoorbeeld die opknapping en verstelling van alle installasies in die enjinkamerkompleks;

„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 werkligkundige dienste regstreeks behulpzaam 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 behulpzaam is: gishanteeruitrusting bedien in die hele gisproses, die wort berei en pomp na warmwort-houers deur newevloeiverkoeler en sentrifuge na die opvang-vate, wat bier belug, ekstraktehalte 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-houers skoonmaak, wat betrokke is by die algemene skoonmaak van die perseel, die gisproseswerker en gishanteerder regstreeks behulpzaam is by die hantering van bestanddele of by alle ander werksaamhede wat hulle verrig;

„giskameropsigter” ‘n werknemer wat die werksaamhede van die giskamerkompleks 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;

„vultoestelbediener” ‘n werknemer wat ‘n bottelvul- en kroon-kurktostel bedien, wat die masjiën verstel, instel, skoonmaak, met gereeld tussenposes smeer, en steriliseer, wat die werkoppervlak steriliseer en wat toesig hou oor werkers in die onmiddellike omgewing van sy eenheid;

„filterbediener” ‘n werknemer wat bier filtreer en karboneer, wat aansigtis by die bier voeg terwyl dit na die helderbier-kelders oorgeplaas word, filtratiebestanddele meng en behandel, voorfiltratiebehandeling toedien, wasighedslesings 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 filtraterekords byhou, wat die kelderopsigter behulpzaam 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 sveis-, swissoldeer-, pas- en draaiwerk verrig;

„vurkhyswabestuurder” ‘n werknemer wat ‘n kragaangedrewe vurkhyswa 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 dié 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;

„nasienier van vol houers” ‘n werknemer wat die laai van alle spoorwegtrotte en vrägmotors kontroleer, wat sorg dat alle saaklike dokumente korrek ingeval 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 diezelfde grootte en getal in houers pak wat spesiaal ontwerp is om hulle te bevat, wat klappe van katonhouers mag toenaak, dit met gompapier mag verseël en dat datum op die katonhouers en op kiste mag stempel, wat ook pligte van ‘n algemene en ongeskoonde aard soos skoonmaak van die bottelbaan en omliggende werkoppervlak verrig;

„oondarbeider” ‘n werknemer wat hoofsaaklik oondvure maak en in stand hou, as verwyder, steenkool gaan haal, en sowel die onnde as die oondkamer skoonmaak, wat daarbenewens die opsigter oor werkligkundige dienste in kennis stel indien die mouthyser, vervoerband en sif nie behoorlik funksioneer nie, en wat mout in die droogond met ‘n graaf omkeer;

„garagewerker” ‘n werknemer wat alle broueryvoertuie smeer en die olie byvul of omruil, wat brandstof uitrek en die nodige dokumente byhou, wat die dieselwerkligkundige met al sy pligte behulpzaam is en wat eenvoudig monteerpligte, soos die vervanging van ‘n oliebak, wat die dieselwerkligkundige aan hom opdra, verrig, met dien verstande dat hierdie pligte onder die regstreekse toesig van die dieselwerkligkundige uitgevoer word of sy uiteindelike verantwoordelikheid bly, wat daarbenewens hidrouliese installasies en alle skoonmaaktoestelle bedien, en wat verantwoordelik is vir alle skoonmaakpligte in die garage;

„tuinier” ‘n werknemer wat oor tuin arbeiders 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 daarbenewens self help spit, hark, plant, snoei, water lei en kunsmis inspit;

“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, washing 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;

“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 as 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;

„tuinarbeider” ‘n werknemer wat verskillende soorte tuinwerk onder die toesig van ‘n tuinier verrig, wat tuinrond 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, onkrut uit te haal en heinings snoei;

„hekwaagter” ‘n werknemer wat alle voertuie, persone en goedere wat deur die hekke gaan kontroleer en nagaan, wat daarbenewens toesig hou oor die patroliemanne, K.B.A.-geld van bestuurders ontvang en wanneer nodig betaling uitrek, wat veiligheidsinspeksies binne die brouery doen, wat aantekeninge byhou en gis uitrek aan klante, wat beheer het oor die uitreiking van bier aan kantoorpersoneel en van toelaagbier asook oor biersankope deur die personeel en wat alle ander pligte verrig wat in verband staan met die bedrywighede van die hekhuis;

„algemene poelarbeider” ‘n werknemer wat pligte in verband met die hantering van materiaal en ander pligte van ‘n algemene en ongeskoonde aard verrig;

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

„faktotumelektrisién” ‘n ander werknemer as ‘n ambagsman wat elektriese uitrusting onder die toesig van die elektrisién herstel en opknap, 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 artikel 4 van hierdie Ooreenkoms, gedeel deur 45;

„jeugdige” ‘n werknemer onder die leeftyd van 18 jaar;

„etiketadresseerdeer” ‘n werknemer wat etikette druk en in kategorie sorteer, etikette afstel, hulle op kartonhouers plak, gom meng, kaste opstapel en kratte vir verskeping verpak, van wie daarbenewens vereis word om diesfstal in die pakhuis te voorkom, om bier van die padpakhuis te vervoer en om skoonmaakpligte in die pakhuis te verrig;

„etiketteermasjiendienieder” ‘n werknemer wat botteletiketteer-en botteldateermasjiene bedien en wat ook gom berei, wat genoemde masjiene regstel en stel en minder belangrike onderhoudspligte in verband daarmee verrig, en wat die masjiene en werkoppervlak skoonmaak;

„laboratoriumassistent” ‘n werknemer wat sy seniors behulpsaam is met die skoonmaak en steriliseer van laboratoriumapparaat, 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.

„hoofverfhulp” ‘n werknemer wat toesig hou oor verfwerkzaamhede deur werk toe te wys, toe te sien dat dit volgens spesifikasie gedoen word en wat daarbenewens oppervlakte mag voorberei, dit mag verf, stukkende ruite mag vervang, en wat verf bestel en meng en alle ander pligte in verband daar mee verrig;

„geliensieerde 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 geliensieerde 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;

„masjinis” ‘n werknemer wat ‘n diesellokomotief wat gebruik word om spooraewens op brouerypersele en spoorwegrangeergebied te verskuif, bedien, wat wanteer 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 posse van 30 minute of korter maar nie ook oortyd nie;

„mouterystoker (Woodstock)” ‘n werknemer wat met die hand die temperatuur van rookgas in ‘n handgestookte oond reguleer deur die oondvuure te maak en in stand te hou en deur die as te verwyder, en wat daarbenewens mout in droog-oonde laai, laat val en weer daaruit haal, wat sowel oonne as omliggende werkoppervlakte skoonmaak en van wie daar vereis mag word om ander algemene pligte van ‘n ongeskoonde aard in mouterye te verrig;

„mouteryprosesarbeider” ‘n werknemer wat pligte in verband met die hantering van materiaal in mouterye verrig, wat groen moutdrooggoende laai, wat drooggoende en garsblikkie leegmaak, wat sakke met droë mout vul en week, en wat silo’s en die algemene werkoppervlak skoonmaak;

“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;

“gatekeeper” means an employee who controls and checks all vehicles, persons and goods going through the gates. In addition, he supervises the patroliem, collects C.O.D. money from drivers and hands out pay when necessary, does security checks within brewery, keeps records, issues yeast to customers, controls the issue of office and gratuity beer, as well as the staff purchasers of beer, performs any other duty related to the activities of the gatehouse;

“general pool labourer” is an employee engaged on material handling tasks and other duties of a general and unskilled nature;

“handyman carpenter” is 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;

“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 section 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;

“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;

“mouteryskofopsigter” ‘n werknemer wat die werksaamhede van die mouteryskompleks 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 ammoniakkompresor bedien en wat die vereiste aantekeninge byhou;

“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 brandmasjene 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 gars aflaai, ens., verrig, wat daarbenewens leë houers mag sorteer, gebreeke en ongeskikte bottels mag verwys 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 gekwalificeerde ambagsman soos omskryf in klousule 3 van hierdie Ooreenkoms, wat ook vurkhysbatterye oomruil 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 materiaalhanteerders” ‘n werknemer wat beheer het oor die werksaamhede van die „leë houers”-pakhuskompleks, wat pligte verrig soos toesig hou oor en opleiding van personeel, wat materiaalhantering vir die hele brouery organiseer, wat die ontvangs en uitreiking van leë houers nagaan, en wat die arbeidspool beheer, en aantekeninge byhou en alle ander pligte in verband daarmee verrig;

“bode” ‘n werknemer wat brieke, boodskappe en goedere te voet of met ‘n fiets of driewieler aflewer of vervoer, wat daarbenewens tee of soortgelyke dranke maak en bedien, algemene skoonmaakpligte verrig, telefoonboodskappe neem, wat ‘n stofsuier en vloerpoleerde bedien en ‘n kantoorafrolmasjien mag bedien;

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

“motorvoertuig” ‘n meganies 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;

“draagplankarbeider” ‘n werknemer wat draagplanke in posisie plaas gereed om deur distribusiearbeiders opgestapel te word, wat vol draagplanke merk en bonste kiste aanmekaar knip, wat hoeveelhede in halfvol draagplanke tel en daarop aanteken, wat gemengde draagplanke sorteer, gebreeke bottels vervang en kiste uithaal om herstel te word en wat algemene skoonmaakpligte op die werkoppervlak verrig;

“patrollie man” ‘n werknemer wat algemene veiligheidsplichte verrig soos die gronde patroolleer, die hek oopmaak, besockers vergesel, nie-Blanke werknemers wat die broueryperseel verlaat visenteer, wat optree as tolk wanneer ‘n werknemer geeneen van die twee ampelike tale kan praat nie, en wat die hekhuis en omliggende gebied skoonmaak;

“pakker van pasteuriseerde” ‘n werknemer wat bottels bier van ‘n vervoerband in bewegende pasteuriseermajies pak, wat gebreeke glas uit mandjes verwys en defekte bottels afkeur, wat die outomatiiese 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 pasteuriseerde” ‘n werknemer wat bottels uit mandjes op ‘n bewegende vervoerband verwys, wat alle gebreeke 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 pasteuriseerde skoonmaak;

“loodgieter/kopersmid” ‘n ambagsman wat werksaam is in die beplande onderhoud, herstel en installering van alle tipes pypwerk, wat nuwe pypaanlê, skoorsteengange en leidings ontwikkel en bou, en wat plaatmetaal- en koperwerk, sveiswerk en sveissoldeerwerk doen;

“openbare vakansiedag” ‘n openbare vakansiedag wat by artikel een genoem of by artikel twee 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;

“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;

“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 cullet, 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 clause (3) of this Agreement. 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” is an employee who is engaged in delivering or carrying letters, messages or 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;

“military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-section (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act or any other training or service for which he volunteers or which he elects to undergo.

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

“patrolman” means an employee who performs general security duties such as patrolling the grounds, opening the gate, escorting visitors and searching non-European employees leaving the brewery grounds and acts as an interpreter whenever an employee cannot speak either of the two official languages. Performs cleaning duties in the gate-house and surrounding 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 cullet 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 one or proclaimed under section two 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;

„aflosondersoeker van leë houers” ‘n werknemer wat periodiek die volgende werkzaamhede 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, leirelings verstel en die vultoestelbediener behulpsaam is met die herverstelling van die vultoestel, aantekening hou van die getal afgekeurde bottels en skoonmaakpligte verrig by die bottelleenheid en omliggende werkoppervlak;

„aflosondersoeker van vol houers” ‘n werknemer wat periodiek die volgene werkzaamhede verrig: vol bottels visueel op ‘n bewegende vervoerband inspekteer en hulle volgens ‘n voorafbepaalde standaard goed- of afkeur, wat daarbenewens toesien dat die botteleitertekettermasjien egalg werk, die etiketteermasjienbediener behulpsaam is wanneer hy die etiketteermasjien en vervoerband vir verskillende groottes bottels verstel, en wat ook behulpsaam 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 aanteken, en van wie daar daarbenewens vereis mag word om skoonmaakpligte te verrig en hulp van ‘n ongeskoonde aard in die kelders te verleen;

„senior mouteryskofopsigter” (Woodstock) ‘n werknemer wat in beheer is van die werkzaamhede van die mouterykompleks en wat pligte verrig soos toesig hou oor en opleiding van personeel met inbegrip van opsigers, wat ook toesig hou oor die innname, gradeer, inweek, ontkieming, oonddroog en versending van gars, die ammoniakkompresor bedien, die vereiste aantekeninge byhou en alle werkzaamhede wat daarmee gepaard gaan, verrig, en daarbenewens alle lopende masjinerie in die mouterye te Woodstock in stand hou en diens;

„dienstensarbeider” ‘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 vloerpoleerdeerder, vloerwastoestel en stofsuiser te werk, om kombuisuitrusting skoon te maak, tee en soortgelyke dranke te maak en te bedien, vuur te maak en die as te verwijder uit die kleedkamerwarmwaterstoestel en om diefsatal in die kleedkamers te voorkom deur toevalle inspeksies;

„skof” ‘n aaneenlopende werktydperk behoudens die bepalings van klousule 7 en klousule 11 van hierdie Ooreenkoms in die loop van ‘n werkdag wat deur die werkewer vasgestel is vir die uitvoering van alle werkzaamhede wat aan ‘n werknemer opgedra is, maar word nie geag enige tydperk van oortyd 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 waatop 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 bedrywigheid 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 agt tot nege uur lank is en wat op verskillende tye begin, te werk;

„rangeerdeerder” ‘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 werkzaamhede 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 lokomotiefseenheid skoonmaak en poleer, olie byvul en die battery 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, chemikalië of berokingsmiddelle vir ontsmettingsdoeleindes byvoeg en alle werkzaamhede 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 tydstip waarop die werknemer met werk begin tot die tydstip waarop hy op daardie dag ophou met werk;

„aanvangstyd” die tydstip 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 ontkiemdrummie en uiteindelik die droogonde met groenmout laai, wat algemene skootmaakwerk in die inweektenkkamer verrig deur die tenks en omliggende werkoppervlak skoon te maak; „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;

“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;

“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 predetermined 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, steeping, germinating, kilning, despaching, 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 eight to nine 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 disinfestation 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;

“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, despaching, issuing and packing of stores items, including the clerical work in connection therewith. May have to supervise labourers who assist him;

„tenkwisselaar” ‘n werknemer wat sorg dra dat daar ‘n voortdurende toevloei van bier van die helderbierkelder na die bottelvultoestelle is, wat vultoestelle 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 ongeskooleerde aard verrig soos behulpzaam 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 gemag om lisensies ten opsigte van motorvoertuie uit te reik, met dien verstande dat in die geval van ‘n tweed- of driewielmotorvoertuig (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 inbliekeenheid deur houers oop te maak en die leë blikkies daaruit op ‘n toeverband om te keer, wat blikkies wat op die vervoerband opeenhoop, verwijder en wat behulpzaam is met algemene skoonmaak van die omliggende werkoppervlak;

„loon” die bedrag, met inbegrip van die gekonsolideerde lewenskostetoeleae, wat ingevalge klosule 4 (1) en 8, aan ‘n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klosule 7, met dien verstande dat waar ‘n werkewer ‘n werknemer ten opsigte van sodanige gewone werkure gereeld ‘n hoër bedrag betaal as dié wat in klosule 4 (1) behoudens die bepaling van klosule 8 voorgeskryf is, dit die hoër bedrag beteken;

„magasynarbeider” ‘n werknemer wat hanteerwerk en ander algemene pligte in die pakhuis verrig, wat houers opstapel, volgens die instruksies van die nasioneer van vol houers vrugte opmaak deur die houers te tel, die houers op vervoerders wat hy in die laaisone in posisie gestel het, te plaas, wat algemene skoonmaakpligte verrig en kartonhouers verséel en datums daarop stempel;

„hoofmagasynhulp” ‘n werknemer wat toesig hou oor magasynarbeiders, totale getalle houers van verskillende tipes bier wat vir individuele bestellings vereis word, afstel 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 egelik werk deur dit wanneer nodig af en aan te skakel en dit te verstel vir verskillende groottes bottels, wat beskadigde spuite vervang, opeengehopte bottels verwijder en wat alle werksaamhede wat gepaard gaan daarmee, verrig, en wat sowel die wastoestel as die werkoppervlak skoonmaak en steriliseer;

„wastoestellaaijer” ‘n werknemer wat sorg dra dat daar ‘n volgehoue toevvoer van leë bottels na die bottelwastoestel is en ongesukte bottels afkeur, wat bytsoda uit die dompelkompartemente aftap en terugpomp, en behulpzaam is met die algemene skoonmaak van die wastoestel en omliggende werkoppervlakte;

„gishandteerdeerder” ‘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 behulpzaam 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. LONE.

(1) Behoudens die bepaling van subklosule (2) van hierdie klosule is die minimum lone wat aan ondergenoemde klasse werknemers betaal moet word, soos volg:

Los werknemer..... R1.85 per dag.

GRAAD 1.

Fabriekswinkelskoonmaker, laaijer van leë houers, enjinkamerskoonmaker, tuinarbeider, algemene poelerarbeider, arbeider wat materiaal hanteer, diensarbeider.	R9.00 per week.
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GRAAD 2.

Ambagsman se arbeider, ketelkamerarbeider, bottelaflosarbeider, broueryarbeider, inblikaflosarbeider, kelderarbeider, distribusiearbeider, dromkamerarbeider, gisprosesarbeider, pakker van vol houers, oondarbeider, mouteryprosesarbeider, draagplankarbeider, pakker van pasteuriseerde, uitpakker van pasteuriseerde, blikman, magasynarbeider, wastoestellaaijer.	R9.90 per week.
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“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 weight” means the weight of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of two- or three-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 assists 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 overseer” 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 compartments 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.

4. WAGES.

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

Casual labourer.....	R1.85 per day.
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GRADE 1.

Canteen cleaner, empties containers loader, engine room cleaner, garden labourer, general pool labourer, material handling labourer, service labourer.	R9.00 per week.
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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, maltings process labourer, pallet labourer, pasteurizer packer, pasteurizer unpacker, unscrambler, warehouse labourer, washer loader.	R9.90 per week.
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GRAAD 3.

Ketelskoonmaker, ketelstoker, bottelsaal-smeerdeer, verfhulp, kelderprosesarbeider, riuolskoonmaker, inspekteur van leë-houers, ingenieursfaktotum, etiketadres-seerdeer, mouterystoker (Woodstock), moutbrander, hoofmateriaalhanteer-hulp, bode, patrollieman, pulpwaaser en -perser, aflosondersoeker van leë houers, aflosondersoeker van vol houers, mon-sterversamelaar, pakhuisarbeider, in-weektenwerker, hoofmagasynhulp, wastoestelwerker.

Gedurende eerste jaar in die graad, R11.70 per week.
Daarna, R12.15 per 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, patrolman, 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 R11.70 per week.
Thereafter R12.15 per week.

GRAAD 4.

Brouery-installasiewerker, broueryproses-werker, blikvullerbediener, kelderproses-werker, gisproseswerker, vurkhyswa-bestuurder, vultoestelbediener, garage-werker, tuinier, bediener van etiketteer-masjien, moutmeulbediener, silowerker, rangeerdeer, tenkwisselaar, gishanteerdeer.

Gedurende eerste jaar in die graad, R13.95 per week.
Daarna, R14.40 per week.

GRADE 4.

Brewery plant attendant, brewhouse pro-cess attendant, can filler operator, cellar process attendant, fermenting process attendant, fork-lift truck driver, filler operator, garage attendant, gardener, labeller operator, malt mill operator, silo attendant, shunter, tank changer, yeast handler.

During first year in grade R13.95 per week.
Thereafter R14.40 per week.

GRAAD 5.

Fabriekswinkelopsigter, afleweringswer-ker, diensbestuurder, nasiener van leë houers, elektriënsfaktotum, laboratoriumassistent, hoofverfhulp, masjinis, pakhuismans,

Gedurende eerste jaar in die graad, R15.75 per week.
Daarna, R16.55 per week.

GRADE 5.

Canteen overseer, delivery attendant, duty driver, empties checker, handyman elec-trician, laboratory assistant, leading brush hand, locomotive driver, storeman.

During first year in grade R15.75 per week.
Thereafter R16.55 per week.

GRAAD 6.

Opsigter oor werktuigmündige dienste, filterbediener, nasiener van vol houers, hekwagter, skrynwakersfaktotum, ge-licensieerde handelsmotorvoertuigbe-stuurder, mouteryskofopsigter.

Gedurende eerste jaar in die graad, R21.60 per week.
Daarna, R22.70 per week.

GRADE 6.

Engineering services overseer, filtration operator, fulls checker, gatekeeper, handyman carpenter, licensed trade motor vehicle driver, maltings shift over-seer.

During first year in grade R21.60 per week.
Thereafter R22.70 per week.

GRAAD 7.

Broueryskofopsigter, giskameropsigter, loodgieter/kopersmid, senior moutery-skofopsigter (Woodstock), magasynop-sigter.

Gedurende eerste jaar in die graad, R31.05 per week.
Daarna, R31.95 per week.

GRADE 7.

Brewhouse shift overseer, fermenting room overseer, plumber-coppersmith, senior maltings shift overseer (Woodstock), warehouse overseer.

During first year in grade R31.05 per week.
Thereafter, R31.95 per week.

GRAAD 8.

Bottelbaanopsigter, kelderopsigter, diesel-werktuigmündige, elektriëns, passer, op-sigter oor materiaalhanteerders.

Gedurende eerste jaar in die graad, R34.65 per week.
Daarna, R35.55 per week.

GRADE 8.

Bottling line overseer, cellar overseer, diesel mechanic electrician, fitter, ma-terial handling overseer.

During first year in grade R34.65 per week.
Thereafter R35.55 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 werkung tree, te verminder nie.

(3) Die lone wat in hierdie klousule voorgeskryf word, word geag die lewenskostetoeleae in te sluit wat ingevolge Oorlogsmaat-reel No. 43 van 1942, soos gewysig, betaalbaar is. Indien die lewenskostetoeleae wat betaalbaar is ingevolge genoemde Oorlogsmaat-reel of ingevolge enige plaasvervangende wetgewing of wet-gewing 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 lewenskostetoeleae.

5. LANGDIENSTOELEAE.

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 vyf jaar ononderbroke diens by dieselfde werkgever, 'n toelae van 75 sent per week.
- (2) Na tien 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 drie 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 bedryfsinstrigting plaasvind, en moet dit in 'n koevert of ander houer wees wat buite-op of op 'n strokje daarvan 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

(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.

5. LONG SERVICE ALLOWANCE.

In addition to the wage prescribed in clause 4 of this Agree-ment, 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 five years continuous service with the same employer, an allowance of 75 cents per week.
- (2) After ten 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 employ-ment, or after three 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, addi-tional allowances, overtime, and of any deductions made there-from, 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, when-ever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction

- 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 gespesifieer, en enige spesiale toelae in klousules 5 en 11 gespesifieer waarop hy gewoonlik geregtig is;
- (b) met die skriftelike toestemming van die werknemer, bydraes aan 'n pensioenfonds, mediese, en bystands fonds 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, aftrekkings vir ledegeld aan die Brewery Employees' Union (Cape Peninsula);
 - (e) wanneer daar wettiglik of op bevel van 'n bevoegde hof van 'n werkewer 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 versekerings en spaarbankrekening en vir personeels-spaarskemas wat die werkewer vir sy werknemers reël;
 - (g) met die skriftelike toestemming van die werknemer en na goedvindie van die werkewer, weeklikse afnamekings om die maandelikse huur van 'n huis wat die werknemer huur, te betaal met dien verstande dat dié bedrae 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 werkewer aan sy werknemer geleent, met dien verstande dat dié bedrae, indien dit op 'n weeklikse basis afgerek 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, verval die bepaling van hierdie subklousule en is die werkewer gemagtig om die volle saldo van die geld wat aan die werkewer geleent is, af te trek.);
 - (i) 'n bedrag aan huurgeld aan die werkewer verskuldig ten opsigte van eiendom wat aan die werkewer 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, patrolliemeester, hekwagter, motorvoertuigbestuurder, afleveringswerker en distribusiearbeider mag hoogstens nege 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 agt uur per skof of 45 uur per week wees.

(3) Die gewone werkure van 'n hekwagter en 'n patrolliemeester mag hoogstens nege uur per skof van Maandag tot Vrydag en 12 uur per skof op Saterdae en Sondae of 'n totaal van 57 uur per week wees.

(4) Die gewone werkure van 'n motorvoertuigbestuurder, afleveringswerker en distribusiearbeider mag hoogstens 45 uur per week wees en mag toegewys word in 'n werkdagbestek van hoogstens 11 uur per dag.

(5) Geen werknemer, uitgesondert 'n skofwerker wat 'n ononderbroke skof werk, 'n hekwagter, 'n patrolliemeester, 'n motorvoertuigbestuurder, 'n afleveringswerker en 'n distribusiearbeider mag vir 'n ononderbroke tydperk van langer as vyf uur werk sonder 'n ononderbroke pouse van minstens een uur nie; met dien verstande dat vir die toepassing van hierdie subklousule werktydperke onderbreek deur 'n pouse van korter as dertig minute geag word ononderbroke te wees.

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

8. DIFFERENTIELE LONE EN ANDER VOORWAARDEN.

(1) (a) Behoudens die bepalings hieronder vervat, mag daar van 'n werknemer vereis word om ander pligte as dié wat in die woordomskrywing van sy gewone beroep in klousule 3 van hierdie Ooreenkoms gespesifieer, te verrig, en hy word betaal teen die skaal wat neergelê is 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 waarnem 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 sickteverlof of jaarlikse verlof met volle betaling is.

(d) Die uitsondering wat deur subklousule (c) hierbo geskep 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 gwerk as plaasvervanger vir 'n ander werknemer wat met verlof is, geag word deel te wees van die opleidingstydperk 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 werkewer behoorlike administratiewe aantekeninge gehou het om die aanvangsdatum en die verwagte eind-datum van die onderhawige opleidingstydperk aan te du;

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 sub-clause 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, patrolman, gatekeeper, driver of a motor vehicle, delivery attendant and distribution labourer—shall not exceed nine 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 eight hours per shift or 45 hours per week.

(3) The ordinary working hours of a gatekeeper and patrolman shall not exceed nine hours per shift from Monday to Friday and 12 hours per shift on Saturdays and Sundays or a total of 57 hours per week.

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

(5) No employees other than a shift worker engaged in a continuous shift, a gatekeeper, a patrolman, a driver of a motor vehicle, a delivery attendant and a distribution labourer shall work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this sub-clause periods of work interrupted by an interval of less than thirty minutes shall be deemed to be continuous.

(6) 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.

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 one shift which equals or exceeds one-half of such shift, the employer shall be paid at the appropriate higher rate for the whole of such shift.

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

(e) The exception contained in sub-clause (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) sodanige opleiding hoogstens drie opeenvolgende kalendermaande duur vir werkemers wat opgelei word vir beroepe gemeld by Graad 2 en 3 in klousule 4 van hierdie Ooreenkoms, of 'n tydperk van ses opeenvolgende kalendermaande vir werkemers wat opgelei word vir beroepe gemeld by Graad 4 en 5 in genoemde klousule 4, of 'n tydperk van twaalf opeenvolgende kalendermaande vir werkemers wat opgelei word vir beroepe gemeld by Graad 6, 7 en 8 in genoemde klousule 4; en
 (iii) indien die werkewer in 'n besondere geval na die verloop van een derde van die betrokke maksimum opleidingstydperk van mening is dat die betrokke werkemmer nie sy pligte bevredigend uitvoer nie, moet hy die werkemmer hiervan in kennis stel, en indien die werkewer na die afloop van twee derdes van die betrokke maksimum opleidings-tydperk van mening is dat die werkemmer nog steeds sy werk onbevredigend verrig, moet die opleiding van genoemde werkemmer onmiddellik gestaak word en daar mag nie daarna van genoemde werkemmer vereis word, of hy mag nie toegelaat word nie om as plaasvervanger op te tree vir 'n werkemmer wie se pligte enige van die pligte insluit in die uitvoering waarvan genoemde werkemmer opleiding soos voorheen genoem, ondergaan het.

(2) Waar twee of meer bepalings op 'n werkemmer van toepassing is, is die gunstigste een op die werkemmer van toepassing.

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

(1) Behoudens die voorafverkreeë 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 Werkemmer 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 gwerk 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 werkewer sy werkemmer 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 vier uur werk, minstens die gewone besoldiging aan hom betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n werkday werk, maar uitgesonderd die betaling van langdiens- en skoftoelae en alle ander spesiale toelae;
- (ii) indien hy aldus vir 'n tydperk van langer as vier uur werk, besoldiging teen minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag of openbare vakansiedag gwerk, 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 gwerk, 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 hekwagter, 'n patrolliemeester of 'n skofwerkster wat 'n ononderbroke skof werk.

10. BUITENGEWONE WERK.

Ondanks andersluitende 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 werkemmer terwyl hy werk verrig wat noodsaklik gemaak is deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsien noodgeval, of wat in verband staan met die opknapping of herstel van installasie en masjinerie wat nie gedurende gewone werkure verrig kan word nie.

11. BEPALINGS VIR SKOFWERKERS, HEKWAGTERS EN PATROLLIEMANNE.

(1) Behoudens die bepalings van klousule 3, indien die hele of die grootste gedeelte van die skof van 'n skofwerkster wat by 'n ononderbroke proses werkzaam 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 skofwerkster elke week minstens 24 uur sal vry kry, en sodanige tydperk van vier-en-twintig uur mag nie voor middernag begin op die dag waarop die vorige skof geëindig het nie, en indien hy gedurende die tydperk diens doen, moet hy minstens tweemaal sy gewone dagloon soos omskryf in klousule 3 van hierdie Ooreenkoms betaal word, afgesien van die ure gedurende dié tydperk gwerk.

(2) Indien die hele skof of die grootste gedeelte daarvan op 'n openbare vakansiedag val, moet die werkemmer 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 skofwerksters, hekwagters en patrolliemeesters betaal word:—

- (a) Indien die grootste gedeelte van die skof wat deur al genoemde werkemmers gwerk 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 gespesifieer word, gedeel deur ses; en

(ii) such training does not exceed a period of three consecutive calendar months for employees training for occupations listed under Grades 2 and 3 in clause 4 of this Agreement or a period of six consecutive calendar months for employees training for occupations listed under Grades 4 and 5 in the said clause 4, or a period of twelve 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 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 two 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 ten 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 sub-clause 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 four 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 four 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 work-day, but excluding the payment of long service, shift allowance and any other special allowance, whichever is the greater.

(b) The provisions of sub-clause (3) (a) will not apply to a gatekeeper, a patrolman or any shift worker engaged in a continuous shift.

10. EXTRAORDINARY WORK.

Notwithstanding anything to the contrary appearing in clause 7 and sub-clause (1) of clause 9 of this Agreement, no restrictions imposed by these clauses shall apply to any male employee whilst employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with overhauling or repairing of plant and machinery which cannot be performed during ordinary working hours.

11. PROVISIONS FOR SHIFT WORKERS, GATEKEEPERS AND PATROLMEN.

(1) Subject to the provisions of 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 twenty-four hours off each week, which period of twenty-four 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 least twice his normal day's pay, as defined in clause 3 of this Agreement, irrespective of the hours worked during such period.

(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 will be paid to shift workers, gatekeepers, and patrolmen, 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 six.

(b) indien die grootste gedeelte van die skof wat deur al genoemde werknemer gewerk word word na 5.30 nm, val, 'n namiddagskoftoelae bestaande uit 4 persent van die aangangsloon wat in klousule 4 vir sy beroep gespesifieer word gedeel deur ses.

12. VERLOFBEPALINGS.

(1) *Openbare vakansiedae.*—(a) Behoudens die bepalings van klousule 11 en subklousule 1 (b) van hierdie klousule moet 'n werknemer gedurende sy dienstermyne verlof verleen word en sy daagliks loon betaal word vir alle openbare vakansiedae soos omskryf in klousule 3 van hierdie Ooreenkoms.

(b) Die bepaling van klousule 1 (a) is nie van toepassing nie op 'n werknemer wat van die werk wegblie op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n openbare vakansiedag, tensy hierdie afwesigheid veroorsaak word deur siekte wat gestaaf word deur 'n mediese sertifikaat, of tensy afwesigheidsverlof deur die bestuur van die bedryfsinrigting gemagtig is.

(2) *Jaarlike verlof.*—(a) Benewens die bepaling van subklousule (1) van hierdie klousule en voorts behoudens die bepaling van subklousule (2) (a) (iii) is alle werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word na twaalf maande ononderbroke diens by dieselfde werkgever geregtig—

- (i) in die geval van 'n werknemer wat vyf dae in 'n week werk, op 10 opeenvolgende werkdae afwesigheidsverlof met volle betaling, met dien verstande dat ingeval enige openbare vakansiedag binne die tydperk Maandag tot Vrydag binne sodanige jaarlike verlof val, sodanige vakansiedag by die 10 dae verlof gevoeg moet word; of
- (ii) in die geval van 'n werknemer wat ses dae in 'n week werk, op 12 opeenvolgende werkdae afwesigheidsverlof met volle betaling, met dien verstande dat ingeval enige openbare vakansiedag binne die tydperk Maandag tot Saterdag van sodanige jaarlike verlof val, sodanige vakansiedag by die 12 dae verlof gevoeg moet word;
- (iii) in die geval van 'n werknemer wat of vyf of ses dae in 'n week werk en wat vir 'n ononderbroke tydperk van dertien jaar by dieselfde werkgever gewerk het, en vir wie die bepalings van subklousule (2) (a) (i) en (2) (a) (ii) nie van toepassing is nie, op afwesigheidsverlof met volle betaling vir drie opeenvolgende kalenderweke, met dien verstande dat ingeval 'n openbare vakansiedag binne sy verloftydperk val, dit gevoeg moet word by die drie opeenvolgende kalenderweke verlof verleen.

(b) Ingeval 'n werknemer om enige rede ontslaan word of die diens van sy werkgever verlaat, moet hy soos volg betaal word:—

- (i) In die geval van 'n werknemer soos bedoel in subklousule (2) (a) (i) en (ii), een dag se loon vir elke maand diens ten opsigte waarvan afwesigheidsverlof met volle betaling nie verleen is nie;
- (ii) in die geval van 'n werknemer soos bedoel in subklousule (2) (a) (iii), een kwart van die weekloon voorgeskryf in klousule 4 vir elke maand diens ten opsigte waarvan afwesigheidsverlof met volle besoldiging nie verleen is nie.

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

(d) Jaarlike verlof moet, indien doenlik, te eniger tyd na 1 April elke jaar geneem word ooreenkomsdig 'n reëling met die bestuur van elke bedryfsinrigting. Sodanige verlof moet geneem word binne vier maande vanaf die datum waarop dit verskuldig word, met dien verstande dat verlof nie gewoonlik tussen Oktober en Januarie toegestaan sal word nie.

(e) Betaling ten opsigte van die jaarlike verloftydperk wat verskuldig is, moet voor of op die laaste werkdag voor die aantvang van die verloftydperk geskied.

(f) Enige tydperk waartydens 'n werknemer—

- (i) met verlof is ingevolge hierdie klousule; of
- (ii) militêre opleiding soos omskryf in klousule 3 van hierdie Ooreenkoms ondergaan; of
- (iii) van sy werk afwesig is op versoek, op las of met die volle verlof van sy werkgever; of
- (iv) weens siekte van sy werk afwesig is vir 'n tydperk van altesaam hoogstens vier weke gedurende die tydperk 1 April tot 31 Maart in 'n opeenvolgende kalenderjaar diens; word geag diens te wees vir die toepassing van hierdie klousule, met dien verstande dat die bepalings van hierdie subparaagraaf nie van toepassing is ten opsigte van 'n tydperk van afwesigheid wat te wye is aan siekte van langer as drie opeenvolgende dae nie, indien die werknemer in gebreke bly om 'n sertifikaat van 'n mediese praktisyn wat aandui dat die werknemer deur siekte verhoed was om sy werk te doen, aan die werkgever voor te le.

(g) Enige geleenthedsverlof met volle besoldiging moet van die jaarlike verlof wat vir elke jaar diens ooploop, afgetrek word, met dien verstande dat altesaam hoogstens drie dae geleenthedsverlof in 'n bepaalde tydperk van twaalf opeenvolgende maande diens geneem word.

(h) Geen werknemer mag ander besoldigde diens aanvaar en geen werkgever mag 'n werknemer toelaat om ander besoldigde diens te aanvaar terwyl genoemde werknemer ingevolge die bepaling van hierdie klousule met betaalde verlof is nie.

(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 six.

12. PROVISIONS FOR LEAVE.

(1) *Public Holidays.*—(a) Subject to the provisions of clause 11 and sub-clause (1) (b) of this clause, 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.

(b) The provision of clause 1 (a) will not apply to an employee who absents himself from work on the work day immediately preceding or the work day immediately succeeding any public holiday, unless this absence is caused by sickness substantiated by a medical certificate, or else leave of absence has been authorised by the management of the establishment.

(2) *Annual Leave.*—(a) In addition to the provision of sub-clause (1), of this clause and subject further to the provision of sub-clause (2) (a) (iii) all employees for whom wages are prescribed in clause 4 of this Agreement, shall after twelve months continuous service with the same employer, be entitled to—

- (i) in the case of an employee working a five-day week, 10 consecutive working days leave of absence on full pay, provided that in the event of any public holiday falling within the period Monday to Friday of such annual leave, such holiday shall be added to the 10 days leave; or
- (ii) in the case of an employee working a six-day week, 12 consecutive working days leave of absence on full pay, provided that in the event of any public holiday falling within the period Monday to Saturday of such annual leave, such holiday shall be added to the 12 days leave.
- (iii) in the case of an employee working either a five- or a six-day week, and having worked consecutively with the same employer for thirteen years, the provision of sub-clause (2) (a) (i) and (2) (a) (ii) will not apply. Such an employee will be entitled to leave of absence on full pay for three consecutive calendar weeks provided further that in the event of any public holiday falling within his period of leave, will be added to the three consecutive calendar weeks granted as leave.

(b) In the event of an employee being discharged for any reason or leaving the services of his employer he shall be paid—

- (i) in the case of employees referred to in sub-clauses (2) (a) (i) and (ii), one day's pay for each month's service in respect of which leave of absence on full pay has not been granted;
- (ii) in the case of employees referred to in sub-clause (2) (a) (iii) one-quarter of the weekly wage prescribed in clause 4 for each month's service in respect of which leave of absence on full pay has not been granted.

(c) An employee, who prior to the 1st April in any year, completes the twelve months continuous service qualifying him for annual leave, on being granted such leave, shall in addition be entitled to any leave earned from the date of completion of such 12 months' continuous service to 31st March following, such additional leave to be calculated on the basis of one day's leave for every completed month of service.

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

(e) 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.

(f) Any period during which an employee—

- (i) is on leave in terms of this clause; or
- (ii) undergoes military training as defined in clause 3 of this Agreement; 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 for a period not exceeding four weeks in the aggregate during the period 1st April to 31st March, in any consecutive calendar year of employment; shall be deemed to be employment for the purpose of this clause; provided that the provisions of this sub-paragraph shall not apply in respect of any period of absence owing to illness of more than three 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.

(g) Casual leave of absence on full pay shall be deducted from the annual leave accruing for each year of service, provided that not more than three days casual leave be taken on the aggregate in any twelve months consecutive period of service.

(h) No employee shall take other paid employment and no employer shall permit an employee to take other paid employment whilst the said employee is on paid leave in terms of the provision of this clause.

(3) *Siekteverlof.*—'n Werknemer wat na meer as 12 weke ononderbroke diens by dieselfde werkgever weens siekte van die werk afwesig is, is geregtig om, behoudens die voorlegging van 'n doktersertifikaat, in enige tydperk van twaalf maande die volgende te ontvang:—

- (a) Volle betaling vir tien werkdae van sodanige afwesigheid in 'n bedryfsinrigting waar daar vyf dae per week gewerk word en halfbetaling vir 'n verdere tien werkdae van sodanige afwesigheid; en
- (b) volle betaling vir twaalf werkdae van sodanige afwesigheid in 'n bedryfsinrigting waar daar ses dae per week gewerk word en halfbetaling vir 'n verdere twaalf werkdae van sodanige afwesigheid.

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

13. DIENSBEËINDIGING.

(1) Geen werknemer mag ontslaan word nie uitgesonded om dissiplinaire redes, weens liggamlike ongesiktheid of tensy dit noodsaaklik is vanweë slapte in die bedryf, wanneer die werknemers wat eerste in enigegraad in 'n afdeling ontslaan moet word gewoonlik dié is met minder as twee 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 vakverenigingsopsigters of 'n agent van die Raad of die Sekretaris van die Raad oorleg gepleeg is.

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

- (a) dat in die geval van 'n werknemer met minder as 12 weke ononderbroke diens by dieselfde werkgever, 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 regsgeldige 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 opgelooste verlof betaal is.

(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 siekterlof is of terwyl hy militêre opleiding ondergaan nie.

14. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van enige aan wie vrystelling verleen is, die voorwaarde bepaal waarop sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit goed vind, nadat een week vooraf skriftelike 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 ooreenkomsdig die bepальings 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 werkgever stuur.

(3) *Sick Leave.*—An employee, who after more than twelve weeks' continuous service with the same employer is absent from duty through illness shall be entitled to receive in any period of twelve months—

- (a) full pay for ten working days in a five-day working establishment of such absence and half pay for a further ten working days of such absence;
- (b) full pay for twelve working days in a six-day working establishment of such absence and half pay for a further twelve working days of such absence;

subject to the submission of a doctor's certificate of illness.

(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.

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 two 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 one week's notice shall be given by an employer or employee to terminate the contract of service, 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 service upon 24 hours' notice;
- (b) that an employer or employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice, the cash equivalent of the period of notice; and
- (c) that this sub-clause shall not 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 service without 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 for work performed and all amounts in settlement of accrued leave have been paid.

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

14. EXEMPTIONS.

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

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

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

- (a) full name of person concerned;
- (b) the provision of the Agreement from which exemption is granted;
- (c) the condition fixed in accordance with the provisions of sub-clause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary to the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

15. UITGAWES VAN DIE RAAD.

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

Vier sent per week moet deur alle werkgewers van die verdienste van elkeen van die werknemers, uitgesonderd los werknemers, afgetrek word. Die werkewer moet by die bedrag aldus afgetrek 'n bedrag wat daarvan gelyk staan voeg en die totale bedrag maandeliks voor of op die 15e dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur tesame met 'n staat in die vorm van Aanhangel A by hierdie Ooreenkoms wat behoorlik deur hom ingevul en onderteken is.

16. VAKVERENIGINGSVERTEENWOORDIGERS OP DIE RAAD.

Werkewers moet aan enigeen van hul werknemers wat verteenwoordigers op die Raad is alle redeleke fasilitete verleen om hul pligte in verband met die werk van die Raad na te kom.

17. VERTOLKING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en mag vir die leiding van werkewers en werknemers beslissings uitvaardig wat nie met die bepalings daarvan strydig is nie.

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

18. VERTONING VAN OOREENKOMS.

Elke werkewer 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 behulpsaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkewer 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 Werkewer 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. BEPALINGS VIR WERKOMSKRYWING EN HEROMSKRYWING VAN WERK.

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

(2) 'n Werkewer 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 ingevalvolle subklousule 21 (1) en 21 (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 November 1963, te Kaapstad onderteken.

T. S. BARCLAY, Voorsitter.
P. J. GERBER, Ondervoorsitter.
A. A. DAVIS, Assistant-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 NYWERHEIDSRAADHEF-
TINGS 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

15. EXPENSES OF COUNCIL.

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

Four cents per week shall be deducted by each employer from the earnings of each of his employees, other than casual employees. To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the fifteenth day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town, 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 section 3 of this Agreement.

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 sub-clauses 21 (1) and 21 (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 November, 1963.

T. S. BARCLAY, Chairman.
P. J. GERBER, 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_____

<i>Gatal Werknemers.</i>	<i>Datum.</i>
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.....

Met agting 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 be-
trekking het, bereik.

No. R. 1500.] [25 September 1964.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENSKOS- TETOELAES GEPUBLISEER BY OORLOGS- MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

BROUNYWERHEID, KAAPSTAD.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
skort hierby kragtens subregulasie (1) van regulasie 4
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 Goewermentskennisgewing No.
R. 1499 van 25 September 1964 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 1501.] [25 September 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

BROUNYWERHEID, KAAPSTAD.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby kragtens subartikel (1) van artikel *twee-
en-twintig* van die Wet op Fabrieke, Masjinerie en Bou-
werk, 1941, soos gewysig, dat die bepalings van die Ooreen-
koms en kennisgewing in verband met die Brounywerheid,
gepubliseer by Goewermentskennisgewing No. R. 1499 van
25 September 1964, oor die algemeen vir persone wie se
werkure en besoldiging ten opsigte van oortyd, openbare
feesdae en werk op Sondae en openbare feesdae daarby
gereel word, nie minder gunstig is nie as die ooreenstem-
mende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

INHOUD.

No.	BLADSY
Departement van Arbeid.	
GOEWERMENTSKENNISGEWINGS.	
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Die Staatsdrukker, Pretoria.

<i>Number of Employees.</i>	<i>Date.</i>
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.....

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. 1500.] [25 September 1964.

WAR MEASURES ACT, 1940.

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

BREWING INDUSTRY, CAPE TOWN.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby
in terms of sub-regulation (1) of regulation 4 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. 1499 of the 25th September,
1964.

A. E. TROLLIP,
Minister of Labour.

No. R. 1501.] [25 September 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

BREWING INDUSTRY, CAPE TOWN.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby
in terms of sub-section (1) of section *twenty-two* of the
Factories, Machinery and Building Work Act, 1941, as
amended, declare the provisions of the Agreement and
notice relating to the Brewing Industry published under
Government Notice No. R. 1499 of the 25th September,
1964, to be, on the whole, not less favourable to the persons
whose hours of work and remuneration in respect of
overtime, public holidays and work on Sundays and public
holidays are regulated thereby, than the relative provisions
of the said Act.

A. E. TROLLIP,
Minister of Labour.

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The Government Printer, Pretoria.