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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR.

No. R.515.]

[3rd April, 1970.]

INDUSTRIAL CONCILIATION ACT, 1956

BREWING INDUSTRY, WITWATERSRAND

MAIN AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Brewing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 6 (3) (d), 16 and 19, shall be binding from the second Monday after the date of publication of this notice and for the period ending 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 Magisterial Districts of Alberton, Benoni, Boksburg (excluding that portion which prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg), Delmas, Ger-

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID.

No. R.515.]

[3 April 1970.]

WET OP NYWERHEIDSVERSOENING, 1956

BROUNYWERHEID, WITWATERSRAND

HOOFOOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Brounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (3) (d), 16 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 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 landdrosdistrikte Alberton, Benoni, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval

miston, Johannesburg, Kempton Park (excluding that portion which prior to the publication of Government Notice 556 of 29 March 1956, fell within the Magisterial District of Pretoria), Krugersdorp (excluding any portions which prior to the publication of Proclamation 40 of 21 February 1936 and Government Notice 749 of 19 May 1961, fell within the Magisterial District of Ventersdorp and Randfontein, respectively, but not any portion of the latter Magisterial District which prior to the publication of Government Notice 2546 of 5 December 1947, fell within the Magisterial District of Krugersdorp), Roodepoort and Springs, in that portion of the Magisterial District of Brakpan which prior to the publication of Proclamation 149 of 25 July 1930, fell within the Magisterial District of Benoni, in that portion of the Magisterial District of Koster which prior to the publication of Government Notice 1105 of 26 July 1963, fell within the Magisterial District of Krugersdorp, and in that portion of the Magisterial District of Westonaria which prior to the publication of Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Roodepoort; and

- (c) in terms of section 48 (3) (a) of the said Act declare that in the areas specified in paragraph (b) of this notice 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 said Agreement, excluding those contained in clauses 1 (a), 2, 6 (3) (d), 16 and 19, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BREWING INDUSTRY, WITWATERSRAND

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' organization") of the one part, and the

Witwatersrand Brewery Employees' Union

(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, Witwatersrand.

1. SCOPE OF APPLICATION OF AGREEMENT

(a) The terms of this agreement shall be observed in the Magisterial Districts of Alberton, Benoni, Boksburg (excluding that portion which prior to the publication of Government Notice 1779 of 6th November, 1964, fell within the Magisterial District of Heidelberg), Delmas, Germiston, Johannesburg, Kempton Park (excluding that portion which prior to the publication of Government Notice 556 of 29th March, 1956, fell within the Magisterial District of Pretoria), Krugersdorp (excluding any portions which prior to the publication of Proclamation 40 of 21st February,

het), Delmas, Germiston, Johannesburg, Kempton Park (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het), Krugersdorp (uitgesonderd enige gedeeltes wat voor die publikasie van Proklamasie 40 van 21 Februarie 1936 en Goewermentskennisgewing 749 van 19 Mei 1961 onderskeidelik binne die landdrosdistrikte Ventersdorp en Randfontein geval het, maar geen gedeelte van laasgenoemde landdrosdistrik wat voor die publikasie van Goewermentskennisgewing 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het), Roodepoort en Springs, in daardie gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Proklamasie 149 van 25 Julie 1930 binne die landdrosdistrik Benoni geval het, in daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrik Krugersdorp geval het, en in daardie gedeelte van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrosdistrik Roodepoort geval het; en

- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 6 (3) (d), 16 en 19, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BROUERSNYWERHEID, WITWATERSRAND

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoenig, 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 Witwatersrand Brewery Employees' Union (hieronder die „werknemers” of die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Brouersnywerheid, Witwatersrand.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(a) Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers wat lede van die werkgewersorganisasie is en die Brouerwyerheid uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid werksaam is, nagekom word in die landdrosdistrikte Alberton, Benoni, Boksburg (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Delmas, Germiston, Johannesburg, Kempton Park (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermentskennisgewing 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het), Krugersdorp (uitgesonderd enige gedeeltes wat vóór die publikasie van Proklamasie 40 van 21 Februarie 1936 en Goewermentskennisgewing 749

1936, and Government Notice 749 of 19th May, 1961, fell within the Magisterial District of Ventersdorp and Randfontein, respectively, but not any portion of the latter magisterial district which prior to the publication of Government Notice 2546 of 5th December, 1947, fell within the Magisterial District of Krugersdorp, Roodepoort and Springs, and in that portion of the Magisterial District of Brakpan which prior to the publication of Proclamation 149 of 25th July, 1930, fell within the Magisterial District of Benoni, and in that portion of the Magisterial District of Koster which prior to the publication of Government Notice 1105 of 26th July, 1963, fell within the Magisterial District of Krugersdorp, and in that portion of the Magisterial District of Westonaria which prior to the publication of Government Notice 1476 of 30th September, 1966, fell within the Magisterial District of Roodepoort, by all employers who are members of the employers' organization and engaged in the Brewing Industry and by all employees who are members of the trade union and employed in that Industry.

(b) Notwithstanding the provisions of sub-clause (a) the terms of this agreement shall—

- (i) only apply in respect of employees for whom wages are prescribed in clause 4 of this agreement and to the employers of such employees;
- (ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into, or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of sub-section (1) of section 48 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

(1) 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 amendments of such Act and unless the contrary intention appears, words importing the masculine shall include the feminine; further unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“addressograph attendant” means an employee who performs simple clerical duties such as operating an addressograph machine, printing despatch labels, storing them in numbered cubicles for each customer; counts off the number of labels required for each consignment note, and performs any other duties incidental thereto;

“annual leave” means the paid leave to which an employee is entitled in accordance with the provisions of sub-clause (2) of clause 12 of this Agreement;

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

“artisan” means an employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a Certificate of Proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a Certificate issued to him by the said Registrar in terms of either section 2 (8) or section 7 (3) of the said Act;

“articulated 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 interbrewery and interdepot transfers of beer and for the purpose of this definition driving 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, and may in addition be required to check oil, fuel, water level, tyre pressures, general roadworthiness, and may clean such vehicles;

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

van 19 Mei 1961 onderskeidelik binne die landdrosdistrikte Ventersdorp en Randfontein geval het, maar geen gedeelte van laasgenoemde landdrosdistrik wat vóór die publikasie van Goewermenskennisgewing 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het, Roodepoort en Springs, in daardie gedeelte van die landdrosdistrik Brakpan wat vóór die publikasie van Proklamasie 149 van 25 Julie 1930 binne die landdrosdistrik Benoni geval het, in daardie gedeelte van die landdrosdistrik Koster wat vóór die publikasie van Goewermenskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrik Krugersdorp geval het, en in daardie gedeelte van die landdrosdistrik Westonaria wat vóór die publikasie van Goewermenskennisgewing 1476 van 30 September 1966 binne die landdrosdistrik Roodepoort geval het.

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

- (i) slegs van toepassing op werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskrif word, en op die werkgewers van sodanige werknemers;
- (ii) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is nie met die Wet of Vakleerlinge, 1944, of enige kontrak daarkragtens aangegaan of enige voorwaarde daarvolgens vasgestel.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens subartikel (1) van artikel 48 van die Wet vasstel, en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in dié Wet. Waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vrouens bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoenig, 1956;

„adressograafhulp” 'n werknemer wat eenvoudige klerklike pligte uitvoer, soos 'n adressograafmasjien bedien, versendingsetikette druk, en dit in genommerde vakke vir elke klant bêre; wat die aantal etikette wat vir elke vragbrief vereis word, uittel, en alle ander pligte uitvoer wat daarmee in verband staan;

„jaarlikse verlof” die verlof met betaling waarop 'n werknemer ingevolge die bepalings van subklousule (2) van klousule 12 van hierdie Ooreenkoms geregtig is;

„vakleerling” 'n werknemer wat ingevolge 'n skriftelike leerkontrak wat deur die Raad erken word, diens doen, of ingevolge 'n leerkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is, en omvat dit 'n minderjarige wat ingevolge genoemde Wet op Vakleerlinge op proef werk;

„ambagsman” 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordomskriving beteken die uitdrukking „geskoolde ambagsman” iemand wat sy leertyd uitgedien het in 'n bedryf wat aangewys is of geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat in besit is van 'n Sertifikaat van Bevoegdheid wat die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het, of 'n sertifikaat wat genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik het;

„bestuurder van 'n geartikuleerde motorvoertuig” 'n werknemer wat 'n motorvoertuig en/of 'n motorvoertuig en sleepwa en/of 'n tenkwa bestuur om bier aan die groot- en kleinhandel af te lewer, en alle nodige dokumentasie doen, of bier tussen brouerye en tussen depots vervoer, en by die toepassing van hierdie woordomskriving word „bestuur” geag alle tye in te sluit waarin bestuur word en alle tyd wat 'n bestuurder aan werk in verband met die voertuie bestee en alle tydperke waarin van hom vereis word om op sy pos te bly, gereed om te bestuur, en mag daar ook van hom vereis word om die olie-, brandstof-, waterpeil, banddruk en algemene padwaardigheid na te gaan, en mag hy sodanige voertuie skoonmaak;

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

"auto electrician" means an artisan who is primarily engaged on electrical work in the planned maintenance, servicing and repair of all types of diesel and petrol motor vehicles, lawn mowers and other vehicles and in any other duties incidental thereto;

"baling attendant" means an employee engaged in accepting and rejecting cartons and feeding them into a machine which pulverizes and bales them;

"battery man" means an employee who changes and charges batteries for fork lift trucks and motor vehicles and who may assist in the supervision of drivers and in the training of new drivers in warehouse procedures; withdraws fork lift trucks in accordance with a planned maintenance schedule and reports known mechanical faults; functions at times as a fork lift truck driver; and who may perform any other duties incidental thereto;

"boiler attendant" means an employee who during shift work attends to the operations of automatically controlled boilers; removal of ash from the boiler house to ash heaps; transport of coal to the bunkers of automatic coal handling plants; performs such general cleaning and unskilled duties as would be involved when assisting with the annual preparation of boiler for inspection and who may perform any other duties incidental thereto;

"boilerhouse labourer" means an employee who is engaged in fueling the boilers; removing ash and performing general cleaning duties as would be involved when assisting in preparing the boilers for the annual inspection;

"boilermaker/welder" means an artisan who operates welding apparatus in the maintenance of pipes, equipment and vessels, constructs new equipment either from drawings and specifications or else by taking direct measurements, solders any equipment that cannot be welded and is responsible for the maintenance of apparatus and equipment which he uses and who may perform any other duties incidental thereto;

"bottle sorting labourer" means an employee who is engaged in sorting bottles into their various brand sizes; placing them in their correct containers; ensuring that both bottles and containers are in good condition and who performs any other duties incidental thereto;

"bottling hall greaser" means an employee who is engaged in the greasing and oiling of equipment in the bottling hall; assisting in the supervision of greasers, reporting defects promptly; and performing duties incidental to such activities;

"bottling hall leading hand" means an employee who assists in the supervision of bottling process labourers attendants; ensuring that they are trained in their functions, are working effectively, that relief workers are available, who assists in clerical work related to labour control of the unit and who may be required to perform any additional tasks on a bottling unit to keep the unit functioning maximally, reports any difficulties to his superior;

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

"brewhouse material handling labourer" means an employee who is engaged in handling incoming supplies of raw materials; assists his superior in the preparation of quantities of sugar, caramel and hops to be used in brews, places spent grain onto rail trucks, removes bags of dust to rail platform; performs general cleaning duties and performs any other incidental duties;

"brewhouse material handling—leading hand" means an employee who is engaged in the supervision of brewhouse material handling labourers, in the handling of incoming supplies of raw material, in preparing quantities of sugar, caramel and hops to be used in brews, loading spent grains onto rail trucks, moving bags of dust to rail platforms, adding sulphuric acid to acid pumps and performing any other duties incidental thereto;

"brewhouse overseer" means an employee who is engaged in supervising workers such as brewhouse labourers, leading hands, attendants and any other worker delegated to assist him in the brewhouse. He is responsible for the cooking of maize grits, mashing in crushed malt, drawing off clear wort from lauter tun, boiling wort, pumping grits from cooker to mash tun, mash from mash tun to lauter tun, and wort

„motorelektrisiën" 'n ambagsman wat hoofsaaklik elektriese werk verrig in verband met die beplande onderhoud, diens aan en herstel van alle soorte diesel- en petrolmotorvoertuie, grassnyers en ander voertuie en in verband met alle ander pligte wat daarmee in verband staan;

„baalmasjienhulp" 'n werknemer wat kartonne ontvang en afkeur en dit in 'n masjien voer wat dit fynmaak en baal;

„batteryman" 'n werknemer wat batterye vir vrkhuyswaens en motorvoertuie omruil en laai en wat mag help om toesig te hou oor bestuurders en om nuwe bestuurders in magasynprosedure op te lei; vrkhuyswaens volgens 'n beplande onderhoudsprogram onttrek en meganiese foute waarvan hy bewus is, rapporteer; wat soms as 'n bestuurder van 'n vrkhuyswa diens doen; en wat ander pligte wat in verband daarmee staan, mag verrig;

„ketelhulp" 'n werknemer wat gedurende skofwerk aandag bestee aan die werk van outomaties bekeerde stoomketels; aan die verwydering van as uit die ketelkamer na ashoep toe; die vervoer van steenkool vanaf die bunkers van outomatiese steenkoolhanteerinstallasies; dié algemene skoonmaak- en ongeskoolde werk wat nodig sal wees wanneer hy help met die jaarlikse voorbereiding van stoomketels vir inspeksie en wat enige ander werk kan doen wat hieruit voortspruit;

„ketelkamerarbeider" 'n werknemer wat die ketels laai; as verwyder en algemene skoonmaakwerk in die ketelkamer doen wat dié skoonmaak- en ongeskoolde werk insluit wat nodig sal wees wanneer hy help met die jaarlikse voorbereiding van stoomketels vir inspeksie;

„ketelmaker/sweiser" 'n ambagsman wat sweisapparaat bedien by die instandhouding van pype, uitrusting en vate, wat van tekenings en spesifikasies of, so nie, deur regstreekse mate te neem, nuwe uitrusting bou, alle uitrusting wat nie gesweis kan word nie, soldeer en wat daarvoor verantwoordelik is om die apparaat en uitrusting wat hy gebruik, in stand te hou, en wat alle ander pligte verrig wat daarmee in verband staan;

„bottelsorteerarbeider" 'n werknemer wat bottels in hulle verskillende brandmerkgroottes sorteer; dit in die regte houers inpak; seker maak dat sowel bottels as houers in 'n goeie toestand is en alle ander werk doen wat in dié verband nodig is;

„smeerder in bottelsaal" 'n werknemer wat uitrusting in die bottelsaal smeer en olie; wat help om toesig te hou oor smeeders en defekte sonder verwyf rapporteer; en pligte verrig wat met sodanige werksaamhede in verband staan;

„bottelsaalwerkleier" 'n werknemer wat help om toesig te hou oor arbeiderhulp by die bottelproses; wat seker maak dat hulle in hul funksies opgelei word, dat hulle doeltreffende werk verrig, dat afloswerkers beskikbaar is, wat help om klerklike werk, wat betrekking het op die beheer van arbeid in die eenheid, te verrig, en van wie daar vereis mag word om addisionele take te verrig by 'n botteleenheid ten einde die eenheid teen maksimum snelheid te laat bly funksioneer en wat alle moeilikhede aan sy senior rapporteer;

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

„arbeider wat brouerymateriaal hanteer" 'n werknemer wat inkomende grondstofvoorrade hanteer; sy owerste help by die voorbereiding van suiker-, karamel-, en hophoeveelhede wat in brouels gebruik gaan word, draf op spoorwegtrokke plaas, sakke moutstof na die spoorwegplatform toe verskuif, algemene skoonmaakpligte verrig en alle ander pligte verrig wat daarmee in verband staan;

„werkleier wat brouerymateriaal hanteer" 'n werknemer wat toesig hou oor arbeiders wat brouerymateriaal hanteer, wat inkomende grondstofvoorrade hanteer, suiker-, karamel-, en hophoeveelhede wat in brouels gebruik gaan word, voorberei, draf op spoorwegtrokke laai, sakke moutstof na spoorwegplatforms toe verskuif, swaelsuur by suurpompe voeg en alle ander pligte verrig wat daarmee in verband staan;

„broueryopsigter" 'n werknemer wat toesig hou oor werkers soos broueryarbeiders, werkleiers, bedieners en enige ander werker wat aangesê word om in die brouery te help. Hy is daarvoor verantwoordelik om meliegutte te kook, gemaalde mout te beslaan, asook helderwort uit klaringskuip aftap, wort kook, grutte uit die wortkookketel na die beslagkuip pomp, beslag uit die beslagkuip na die klaringskuip toe pomp, en wort uit die beslagketel na die wortketel

from mash kettle to copper, adds hops sparge to brews according to hops sparge table, completes brew sheet and malt grits book and performs any other duties incidental thereto;

"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 Work Act, 1941, for the purpose of brewing malt liquor in terms of the Liquor Act, 1928, and/or the manufacture of malt in connection with the brewing of malt liquor;

"bricklayer" means an employee who erects and alters structures by performing general bricklaying, plastering and masonry work; and who may build or enlarge drains, lay roads, lay road kerbs as well as maintain them, and is involved in any other tasks incidental thereto;

"brush hand" means an employee who prepares surfaces of machines and buildings by cleaning, scraping and priming these surfaces and applying to them ready-mixed paints and who may also do general stencilling work and replace broken window panes and any other incidental duties thereto;

"call-out" means any period of work required of an employee outside his normal hours of work in respect of which he has not received warning before completion of his normal work period requiring him to report for duty at a specified time;

"carpenter" means an employee who maintains and erects wooden structures, repairs furniture, windows, doors, floors, scaffolding and makes sundry wooden articles such as display boards, crates and partitions;

"carry-pack machine attendant" means an employee who checks the efficient operation of a carry-pack machine; cleans stoppages; keeps units supplied with carry-packs and checks that they are fed into the picker plates; assists his superior to adapt the machine for different containers and who performs any other duties incidental thereto;

"case repairer" means an employee who repairs damaged wooden cases by replacing broken parts and salvaging undamaged parts from obsolete boxes, assists in the supervision of warehouse labourers engaged in container maintenance by checking the quality of their repairs, keeping daily records of work done, and who may assist with the supervision of the off-loading and loading of empty containers;

"cask washing labourer" means an employee who uses mechanical and manual cleaning equipment to clean casks and who performs any other duties incidental thereto;

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

"caustic handler" means an employee who makes up a specific caustic solution, cleanses used caustic for re-use; and is responsible for the cleanliness of all the equipment he uses, and performs any other duties incidental thereto;

"chef" means an employee who prepares or supervises the preparation of all foods for a meal and supervises the cleaning of the kitchen and performs any other duties incidental thereto;

"container maintenance overseer" means an employee who ensures that maximum use of containers is obtained by controlling and supervising the repair and/or destruction of damaged containers and pallets, sorts out boxes, cartons, etc., for repair or destruction, summarizes the characteristics of containers received, repaired, destroyed or reissued to bottling lines, and all materials used, assists in the control of empties in warehouses, e.g. ensures that bottling lines are supplied with empties and containers, arranges the stacking of empties, and supervises assembly of new cartons, maintains and repairs wire stitching machines when necessary, and may perform other duties incidental thereto;

"continuous shift" means a shift not exceeding a consecutive period of eight hours, in a section of the establishment where the activities have been declared a continuous process in terms of the Factories, Machinery and Building Work Act, 1941, and subject to the provisions of clauses 7 and 11 of this Agreement;

"cook" means an employee who cooks, serves meals under supervision in a Non-European kitchen, makes coffee and marewu, cleans steam cookers, washes utensils, and performs any other duties incidental thereto;

"coppersmith" means an employee who is engaged in the construction and maintenance of all copper fittings, e.g.

toe pomp, hopsproeiwater volgens die hopsproeiwatertabel by brourels voeg, broustate invul en inskrywings in die moutgrutboek maak en alle ander pligte verrig wat daarmee in verband staan;

„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 Bouwerk, 1941, geregistreer is of geregistreer moet word, met die doel om bier ingevolge die Drankwet, 1928, te brou, en/of mout in verband met die brou van bier te vervaardig;

„messelaar" 'n werknemer wat bouwerk oprig en verbou deur algemene messel-, pleister- en klipmesselwerk te verrig; en wat rioler mag bou of vergroot, paaie aanlê, straatrandstene aanlê en ook in stand hou, en alle ander pligte verrig wat daarmee in verband staan;

„skildershulp" 'n werknemer wat masjien- en gebou-oppervlakte 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 alle ander pligte verrig wat daarmee in verband staan;

„uitroepyd" enige werkdagperk wanneer daar van 'n werknemer vereis word om buite sy gewone werkdag te werk, werkdag ten opsigte waarvan hy nie, voordat hy sy gewone werkdagperk voltooi het, gewaarsku is dat van hom vereis sal word om hom vir diens op 'n gegewe tyd aan te meld nie;

„timmerman" 'n werknemer wat houtbouwerke in stand hou en oprig, meubels, vensters, deure, vloere en steierwerk herstel en diverse houtartikels maak soos reklameborde, kratte en afskortings;

„drapakkiemasjienhulp" 'n werknemer wat sorg dat die drapakkiemasjien goed werk; opeenhopings wegruim; sorg dat eenhede van drapakkiens voorsien word en kyk of hulle aan die oppikplate gevoer word; sy owerste help om die masjien vir verskillende houters te stel en wat enigiets anders doen wat by dié werk nodig is;

„kissieherstelwerker" 'n werknemer wat beskadigde houtkissies herstel deur stukkende dele te vervang en onbeskadigde dele van ou kissies te benut, wat hulp om toesig te hou oor masjienarbeiders wat houters in stand hou, deur die gehalte van hul herstelwerk na te gaan, wat daaglikse registers byhou van werk wat gedoen word, en wat mag help om toesig te hou oor die laai of aflaai van lê houters;

„vatwasarbeider" 'n werknemer wat meganiese en handskoonmaakuitrusting gebruik om vate skoon te maak en wat ander werk verrig wat daarmee in verband staan;

„los arbeider" 'n werknemer wat in soorte werk wat in klousule 4 van hierdie Ooreenkoms ingedeel word, vir 'n tydperk van hoogstens drie dae in 'n week op 'n weeklikse grondslag werk;

„bytmiddelhanteerder" 'n werknemer wat 'n spesifieke byt-oplossing maak; bytmiddels skoonmaak om weer gebruik te word; verantwoordelik is vir die sielike van alle uitrusting wat hy gebruik, en enigiets anders doen wat vir dié werk nodig is;

„sjef" 'n werknemer wat al die voedsel vir 'n ete voorberei of toesig hou oor die voorbereiding daarvan, toesig hou oor die skoonmaak van die kombuis, en alle ander pligte verrig wat daarmee in verband staan;

„toesighouer oor die instandhouding van houters" 'n werknemer wat seker maak dat die maksimum gebruik uit houters verkry word deur die herstel en/of vernietiging van beskadigde houters en draagplanke te beheer en daarvoor toesig te hou, wat dose, kartonne, ens., vir herstel of vernietiging uitsorteer, wat opsommings maak van die kenmerke van houters wat ontvang, herstel, vernietig of weer aan bottelbane uitgereik word, en van alle materiaal wat gebruik word, wat help om die hantering van lê bottels in pakhuis te reël, deur byvoorbeeld seker te maak dat die bottelbane van lê bottels en houters voorsien word, die opstapeling van lê bottels te reël, en toesig te hou oor die montering van nuwe kartonne, wat draadkrammasjiene, wanneer nodig, in stand hou en herstel, en wat ander pligte mag verrig wat daarmee in verband staan;

„ononderbroke skof" 'n skof van hoogstens agt aaneenlopende ure in 'n afdeling van die bedryfsinrigting waarvan die werksaamhede as 'n onafgebroke proses verklaar is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en behoudens die bepalinge van klousules 7 en 11 van hierdie Ooreenkoms;

„kok" 'n werknemer wat kook, etes onder toesig in 'n nie-Blanke kombuis opdis, koffie en marewu maak, stoomkookketels skoonmaak, gerei was, en alle ander pligte verrig wat daarmee in verband staan;

„kopersmid" 'n werknemer wat alle kopertoebehore bou en in stand hou, byvoorbeeld koperpylyne aanlê, pylyne en

laying of copper pipelines, repairing pipelines and brewing vessels, and who may be required to assist with general welding and fitting work in the brewery;

"Council" means the Industrial Council for the Brewing Industry, Witwatersrand, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

"crate washing labourer" means an employee who is engaged in cleaning crates and who may perform any other duties incidental thereto;

"daily rate" means the hourly wage multiplied by nine in respect of an establishment working a five-day week, and multiplied by eight in respect of an establishment working a six-day week;

"delivery attendant" means an employee who assists the driver of a vehicle, supervises labourers on such instances when the employer uses hired transport, directs the driver to various outlets and supervises the distribution labourers with loading and unloading of beer or empties, arranges and checks loads and ensures that all relevant documents are issued to the customer as well as keeping all necessary records for the employer and performs any other duties incidental thereto;

"depalletizer" means an employee who operates a depalletizer ensuring that there is a constant flow of empty cans on the feed line leading to the filler;

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

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

"distribution leading hand" means an employee who assists in the supervision of delivery attendants and distribution labourers while on brewery premises, in the allocation of labourers to motor vehicles according to work demand, experience of workers and availability of labour, and performs general checking duties on invoices, overalls and uniforms, and who may perform any other duty incidental thereto;

"dropping overseer" means an employee who transfers beer from fermenting vessels to storage tanks, from drip tanks to storage tanks and all operations incidental thereto, performs a weekly caustic circulation of all beer pipes and hoses, takes CO₂ samples, keeps all the relevant records, is responsible for the cleaning of sample cocks and bunging lines and supervises one or more labourers who assist him in his work;

"duty driver" means an employee other than an articulated motor vehicle driver, who drives motor vehicles as instructed in the collection and delivery of stores, for the transportation of personnel, of brewing materials and empty containers and who performs other duties incidental thereto;

"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 who does meter reading and recording;

"employment" means either work or service with, or the total period of continuous work or service with the same employer within the Brewing Industry, according to the content of the relevant sentence or paragraph;

"empties container inspector" means an employee who inspects containers, removes empty bottles already rejected, empties the container of rubbish, rejects unserviceable containers and returns the others to the conveyors, assists in cleaning and releasing blockages on conveyors and performs any duties incidental thereto;

"engineering services overseer" means an employee who is engaged in the operation and control of refrigeration plant, air compressors, steam boilers and/or other engineering services and ensures the correct entry of records, supervises and trains engine-room and boilerhouse staff, and carries out any other duties incidental thereto;

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

brouvate herstel, en van wie daar vereis mag word om met die algemene sweiswerk en monterwerk in die brouery behulpsaam te wees;

„Raad" die Nywerheidsraad vir die Brouersnywerheid, Witwatersrand, wat geregistreer is ingevolge artikel 2 van die Nijverheid Verzoeningswet, 1924, en geag word geregistreer te wees ingevolge die Wet;

„kratwasarbeider" 'n werknemer wat kratte skoonmaak en wat enigiets anders kan doen wat ook vir dié werk nodig is;

„dagloon" die uurloon vermenigvuldig met nege ten opsigte van 'n bedryfsinrigting waarin daar vyf dae in 'n week gewerk word, en met agt ten opsigte van 'n bedryfsinrigting waarin daar ses dae in 'n week gewerk word;

„afleweringshulp" 'n werknemer wat die bestuurder van 'n voertuig help en toesig hou oor arbeiders by die geleentheid wanneer die werkgewer van gehuurde vervoer gebruik maak, wat die bestuurder die rigting wys na verskillende uitgange en toesig hou oor die distribusiearbeiders terwyl hulle bier of lêë bottels laai en aflaai, wat vragte rangskik en nagaan, wat seker maak dat al die saaklike dokumente aan die klant uitgereik word en wat ook al die nodige aantekeninge vir die werkgewer hou, en wat alle ander pligte vervul wat daarmee in verband staan;

„draagplankaflaaier" 'n werknemer wat 'n draagplankaflaaier bedien en seker maak dat daar 'n gedurige stroom lêë kannetjies op die voerlyn afgelaai word wat na die vultoeëstel loop.

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

„distribusiearbeider" 'n werknemer wat bier en lêë houters op afleweringsvoertuie help laai en daarvan help aflaai en wat behulpsaam is met die versorging en skoonmaak van die voertuig en wat alle pligte verrig wat daarmee in verband staan;

„distribusiewerkleier" 'n werknemer wat help om toesig te hou oor afleweringswerkers en distribusiearbeiders terwyl hulle op brouerypersele is, oor die toewysing van arbeiders aan motorvoertuie volgens die werkaanvraag, die ondervinding van werkers en die beskikbaarheid van arbeid, en wat algemene nagaanpligte in verband met fakture, oorpakke en uniforms verrig, en wat alle ander pligte mag verrig wat daarmee in verband staan;

„oortapopsigter" 'n werknemer wat bier uit gisvate na stoortens toe en van druipens na stoortens toe oortap en alle werksaamhede verrig wat daarmee in verband staan, wat weekliks 'n bytmiddel deur alle bierpype en -slange sirkuleer, CO₂-monsters neem, alle saaklike rekords byhou, verantwoordelik is vir die skoonmaak van monsterkrane en sponbane en wat toesig hou oor een of meer arbeiders wat hom met sy werk behulpsaam is;

„diensbestuurder" 'n werknemer, uitgesonderd die bestuurder van 'n geartikuleerde motorvoertuig, wat volgens opdrag motorvoertuie bestuur om voorrade af te haal en af te lewer, personeel te vervoer, broumateriaal en lêë houters te vervoer en wat ander pligte verrig wat daarmee in verband staan;

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

„diens" of werk of diens by, of die totale tydperk aaneenlopende werk of diens by dieselfde werkgewer in die Brounywerheid, volgens die samehang van die toepaslike sin of paraagraaf;

„inspekteur van lêë houters" 'n werknemer wat houters inspekteer, reeds afgekeurde lêë bottels verwyder, afval uit die houer uitgooi, onbruikbare houters afkeur en die ander na die vervoerband terugstuur, wat help om opeenhopings op vervoerbande op te ruim en te verhelp en alle pligte verrig wat daarmee in verband staan;

„toesighouer oor ingenieursdienste" 'n werknemer wat verkoelinstallasies, lugkompressors en stoomkokers bedien en/of ander ingenieursdienste behartig en verseker dat aantekeninge korrek ingeskrif word, wat toesig hou oor enjinkamer- en ketelkamerpersoneel en hulle oplei, en alle ander pligte verrig wat daarmee in verband staan;

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

"fermenting overseer" means an employee who is engaged in the supervision of fermenting process attendants and labourers on his shift in all aspects of the department routine and who carries out gravity and temperature checks on wort in the collecting and fermenting vessels, weighs out yeast for pitching to collecting vessels, controls temperatures on wort collection, arranges for the dropping of wort to fermenting tanks, keeps the necessary records, takes samples at different stages for the laboratory, prepares and checks gravity of sugar primings, aerates wort after collection, attends to the transfer of wort to yeast culture vessels, and performs any other duties incidental thereto;

"fermenting process—leading hand" means an employee who assists in the supervision of process labourers, fermenting, by instructing and training them, circulates detergent solution through beer pipes and sterilizes and prepares collecting and fermenting vessels, assists in the collection of wort in collecting vessels and transferring into fermenting vessels, aerates each brew after collection, sterilizes all equipment used in the normal operations and who performs any other duties incidental thereto;

"filler attendant" means an employee who operates a filler by assisting his superior in draining off beer and water when stopping or starting production, stops machine for any irregularities and reports them to his superior, keeps magazine supplied with lids or crown corks and removes any inadequately filled bottles or cans from filler, and performs any other duties incidental thereto;

"filler operator" means an employee who operates a filler in a continuous process unit, fills and caps bottles efficiently and economically, ensures air exclusion, and pays attention to the speed of the filler, adapts the filler and crowner to take bottles of various sizes, drains and cleans the filler at shift end, controls the conveyors between the washer and the pasteurizer, services filler tubes and valves, trains filler attendants and supervises process attendants and labourers in the vicinity of the filler, and performs any other duties incidental thereto;

"filtration attendant" means an employee who is engaged in connecting mains from storage vessels to the filter plant and from there to the bright beer tanks; who assists with the control of air/CO₂ pressure on tanks while filling; assists in making up additives and transferring them to the place of addition; weighing of filter-aids; connecting hoses and stainless steel mains together for caustic circulation and who may perform any other duties incidental thereto;

"filtration and treatment attendant" means an employee who is engaged in supervising labourers, transferring tansul bottoms to settling tanks and clearing beer ex settling tanks to prefiltration tanks, cleaning and sterilizing filters and transferring beer from bottling rest tank through filter into filtered beer rest tank, transferring priming from sugar collecting vessels to priming vessels, and performing any other duties incidental thereto;

"final filtration overseer" means an employee who is engaged in supervising process labourers in all aspects of the final filtration process, takes responsibility for the transfer of beer from treated beer tanks to bright beer tanks, adds primings, drip and CO₂ during transfer, calculates CO₂ content, keeps all the necessary records, carbonates beer in bright beer tanks when instructed, performs weekly caustic circulation through pipes, and performs any other duties incidental thereto;

"fireman" means an employee who under supervision makes and maintains boiler fires, removes ash, manipulates levers and controls to keep steam pressure at required levels, feed water tanks full, and who assists his superior in any other duties incidental thereto;

"first aid orderly" means an employee who assists in the first aid room, prepares dressing materials, sterilizes equipment, records injuries, draws up stores requirements, dresses wounds, dispenses medicine when instructed by his superior, renders first aid in the event of injury to workers, and performs any other duties related thereto;

"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 used for loading, unloading, moving and stacking palletized goods, and who may in addition check oil, fuel and water level, clean such vehicles and perform any other duties incidental thereto;

"gisopsigter" 'n werknemer wat in verband met alle aspekte van die departementele roetine toesig hou oor gisproseswerkers en arbeiders in sy skof, en wat die soortlike gewig en temperatuur van wort in die opvang- en gisvate nagaan, wat suurdeeg vir gisting uitweeg en in opvangvate byvoeg, temperatuur by wortopvangs beheer, die oortapping van wort na die gistenks reël, die nodige registers byhou, op verskillende stadia monsters vir die laboratorium neem, die soortlike gewig van suikeraansigis berei en nagaan, wort belug nadat dit opgevang is, toesig hou oor die oorpasing van wort na die suurdeegkultuurvate, en alle ander pligte wat daarmee in verband staan, verrig;

"gisproseswerkleier" 'n werknemer wat help om toesig te hou oor die werk van prosesarbeiders in verband met gisting deur hulle te onderrig en op te lei, wat 'n detergent deur die bierpype sirkuleer, wat opvang- en gisvate steriliseer en voorberei, wat help om wort in opvangvate op te vang en dit daarvandaan na die gisvate oor te plaas, wat elke brousel ná opvangs belug, wat alle uitrusting wat by die gewone werksaamhede gebruik word, steriliseer en wat alle ander werksaamhede verrig wat daarmee in verband staan;

"vultooestel" 'n werknemer wat 'n vultooestel bedien deur sy senior te help om bier en water af te tap wanneer produksie stopgestig of daarmee begin word, wat die masjien afsit wanneer onreëlmatighede voorkom en dit aan sy owerste rapporteer, wat 'n voldoende voorraad deksels of kroonproppe aan die magazyn voorsien, wat alle bottels of kannetjies wat nie vol genoeg gemaak is nie, uit die vultooestel verwyder, en wat alle ander pligte verrig wat daarmee in verband staan;

"vultooestelbediener" 'n werknemer wat 'n vultooestel in 'n deursoopprosesseenheid bedien, bottels doeltreffend en ekonomies vul en doppies daarop sit, verseker dat lug uitgesluit word, wat let op die spoed van die vultooestel, wat die vul- en kroontoestel wysig om verskillende groottes bottels te neem, die vultooestel aan die einde van die skof aftap en skoonmaak, die vervoerbande tussen die wasser en die pasteuriseerder beheer, die vultooestelbuis en -kleppe versien, vultooestelhelpde oplei en toesig hou oor proseswerkers en -arbeiders om en by die vultooestel, en alle ander pligte verrig wat daarmee in verband staan;

"filtrasiehelp" 'n werknemer wat hoofleidings vanaf opgaartenks na die filterinstallasie konnekteer en vandaar na die helderbieronts; wat help met die beheer van lug/CO₂-druk op tentks terwyl dit volgemaak word; help om bymiddels te meng en dit te bring waar dit bygevoeg word; filterhulpmiddels weeg; rubberslange en vleklose staalleidings konnekteer vir sirkulering van bymiddels en wat enigiets anders mag doen wat vir dié werk nodig is;

"filtrasie- en behandelingshulp" 'n werknemer wat toesig hou oor wasarbeiders, tansulbodems na die besinkenke toe oorplaas en helderbier uit die besinkenke na die voorfiltrasieonts toe oorplaas, filters skoonmaak en steriliseer en bier uit die bottelvulrestetentk deur die filter in die restetentk vir gefiltreerde bier oortap, aansigis uit die suikeropvangvate na die aansigisvate toe oorplaas, en alle ander pligte verrig wat daarmee in verband staan;

"eindfiltrasieopsigter" 'n werknemer wat ten opsigte van alle aspekte van die eindfiltrasieproses toesig hou oor prosesarbeiders, die verantwoordelikheid op hom neem om bier uit die tentks vir behandelde bier na die helderbieronts toe oor te tap, aansigis, drupmiddels en CO₂ gedurende die oortapping byvoeg, die CO₂-inhoud bereken, alle nodige registers byhou, bier in helderbieronts karboniseer wanneer hy aangesê word om dit te doen, weekliks 'n bytmiddel deur die pype laat sirkuleer, en alle ander pligte verrig wat daarmee in verband staan;

"stoker" 'n werknemer wat onder toesig vure in ketels maak en in stand hou, as verwyder, hefbome en kontrolemiddels bedien ten einde stoomdruk op die vereiste peil te hou, wateronts volmaak, en sy owerste behulpsaam is met alle ander pligte wat daarmee in verband staan;

"eerstehulpman" 'n werknemer wat in die eerstehulpkamer help, verbandgoed voorberei, uitrusting steriliseer, aantekening maak van beserings, 'n voorraadbehoefte opstel, wonde verbind, medisyne opmaak wanneer sy owerste hom opdrag gee om dit te doen, eerstehulp toepas ingeval werkers beseer word, en alle ander pligte verrig wat daarmee in verband staan;

"passer" 'n ambagsman wat beplande onderhoudswerk doen aan en alle soorte broueryinstallasie- en -uitrusting herstel en installeer en ook sweis-, sweissoldeer-, pas- en draaiwerk verrig;

"vurkhysswadywer" 'n werknemer wat 'n kragvurkhysswa bedien wat gebruik word om draagplankgoedere te laai, af te laai, te verskuif en opmekaar te stapel, wat daarbenewens die olie-, brandstof- en waterpeil nagaan, die voertuie skoonmaak, en alle ander pligte verrig wat daarmee in verband staan;

"fulls packer" means an employee engaged in packing filled and labelled bottles/cans from the consolidating area into boxes or cartons moving past on a conveyor, rejecting incorrectly labelled bottles and keeping area of work clean and performs any other duties incidental thereto;

"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;

"garden labourer" means an employee who is engaged in sundry gardening activities under supervision;

"gatekeeper" means an employee who works shifts and who controls and checks all vehicles and persons going through the gates, receives all incoming calls when office switchboards are closed, hands pay to workers who were not available during pay time, collects C.O.D. moneys from drivers coming in after hours, controls all brewery keys, makes tea when necessary, renders first aid treatment to night shift workers and performs any other duties related to the activities of the gatehouse;

"general handyman" means an employee other than an artisan who performs a variety of tasks involving a simple knowledge of a number of different trades, e.g. glazing, painting, plumbing, bricklaying, plastering and carpentry, and who carries out any other duties incidental thereto;

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

"grains drier attendant" means an employee who operates the spent grains machine, weighs and bags dried grain, controls the pressing and storage of spent grains, general cleaning of the spent grains machine and working area, and who may perform any other duties incidental thereto;

"greasing attendant" means an employee who under supervision is responsible for cleaning and oiling all plant and machinery, keeps supplies of the various types of grease and oil used and requests new supplies when necessary, reports faults when they are noticed, and performs any other duties incidental thereto;

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

"ironer" means an employee who performs general duties in the laundry including ironing, sorting and storing of laundered protective clothing and any other duties incidental thereto;

"kitchen assistant" means an employee who generally assists in the kitchen by cleaning, washing and who may prepare and serve food under supervision;

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

"labeller attendant" means an employee who checks that labeller heads are working properly and that bottles are labelled correctly, clears stoppages and calls his superior where necessary, keeps units supplied with labels and checks that they feed on to the picker plates, removes fallen labels or broken glass from the machines, assists his superior to adapt labeller for different bottles, and labels, and performs any other duties incidental thereto;

"labelling overseer" means an employee who is engaged in ensuring the efficient operation of labelling machines, suggesting any modifications to the labelling machine, maintaining them in peak running order, adapting machines when there is a change in produce, maintaining gummed tape dispensers, training and supervising workers related to the labelling functions and who may perform any other duties incidental thereto;

"laboratory assistant" means an employee who assists quality control technicians by cleaning and sterilizing laboratory apparatus, drawing samples at various stages in the production process, performs or assists in chemical analysis such as malt moisture tests, air and CO₂ determination as well as in the preparation of media, taking simple physical measurements, i.e. specific gravities, measuring temperatures, executes the necessary calculations and keeps the relevant documents and who may perform any other duties incidental thereto;

„pakker van vol houers" 'n werknemer wat reeds gevulde en geëtiketteerde bottels/kannetjies uit die versamelpunt in dose of kartonne pak wat op 'n vervoerband verbybeweeg, bottels wat verkeerd geëtiketteer is, afkeur, die werkplekke skoonhou en alle ander pligte verrig wat daarmee in verband staan;

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

„tuinarbeider" 'n werknemer wat onder toesig diverse tuinwerksaamhede verrig;

„hekwagter" 'n werknemer wat skofte werk en alle voertuie en persone wat deur die hekke gaan, kontroleer en nagaan, alle inkomende oproepe ontvang wanneer die skakelborde gesluit is, loongeld oorhandig aan werkers wat nie gedurende betaaltye beskikbaar is nie, K.B.A.-geld ontvang van bestuurders wat na-ure inkom, in beheer is van alle broueryseleutels, wanneer nodig, tee maak, eerste hulpbehandling op nagskofwerkers toepas en alle ander pligte verrig wat op die werksaamhede van die hekhuis betrekking het;

„algemene faktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat 'n verskeidenheid take verrig wat 'n eenvoudige kennis verg van 'n aantal verskillende ambagte, bv. beglasing, skilder-, loodgieters-, messel- en timmerwerk, en wat alle ander pligte verrig wat daarmee in verband staan;

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

„drafdroogmasjiënhelp" 'n werknemer wat die drafmasjiën bedien, gedroogde draf weeg en in sakke gooi, in beheer is van die pars en berging van draf, algemene skoonmaak van die drafmasjiën en die werkplek, en wat ander pligte verrig wat daarmee in verband staan;

„smeerhulp" 'n werknemer wat onder toesig daarvoor verantwoordelik is om alle installasie en masjinerie skoon te maak en te olie, wat voorrade aanhou van die verskillende soorte ghries en olie wat gebruik word en, wanneer nodig, nuwe voorrade aanvra, wat foute rapporteer wanneer dit opgemerk word, en alle ander pligte verrig wat daarmee in verband staan;

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

„stryker" 'n werknemer wat algemene pligte in die wassery verrig, met inbegrip van strykwerk, sortering en opberging van gewaste en gestrykte beskermende kiere, en alle ander pligte wat daarmee in verband staan;

„kombuïshulp" 'n werknemer wat oor die algemeen in die kombuis behulpsaam is deur skoon te maak en te was, en wat onder toesig voedsel mag berei en opdis;

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

„etiketteermasjiënhelp" 'n werknemer wat nagaan of die kopstukke van etiketteermasjiëne behoorlik werk en of die bottels korrek geëtiketteer word, wat ophopings opruim en, wanneer nodig, sy owerste roep, eenhede bly voorsien van etikette en nagaan of hulle die plukplate voer, etikette wat geval het of gebreke uit die masjiëne verwyder, sy owerste help om die etiketteermasjiëne te stel om verskillende bottels en etikette te neem, en alle ander pligte verrig wat daarmee in verband staan;

„etiketteeropsigter" 'n werknemer wat verseker dat etiketteermasjiëne doeltreffend werk, wysigings aan die etiketteermasjiëne voorstel, hulle in 'n puik werkende toestand hou, die masjiëne aanpas wanneer daar 'n verandering in die produk kom, kleefstrookmasjiëne in stand hou, werkers wat met die etiketteerfunksies te doen het, oplei en oor hulle toesig hou, en alle ander pligte verrig wat daarmee in verband staan;

„laboratoriumassistent" 'n werknemer wat gehaltebeheertegnici help deur laboratoriumapparaat skoon te maak en te steriliseer, wat in verskillende stadiums van die produksieproses monsters neem, chemiese ontledings doen of daarmee help, soos bv. moutvogtoetse, lug- en CO₂-bepalings doen en ook media berei, eenvoudige fisiese meetwerk doen, d.w.s. soortlike gewig bepaal, temperatuur meet, en die nodige berekenings maak en die saaklike dokumente byhou, en wat alle ander pligte verrig wat daarmee in verband staan;

"lawn mower operator" means an employee who operates various types of lawn mowers to cut lawns of establishments and related sports grounds, services machines, sharpens blades, and assists with labouring work in the garden when required to do so;

"laundry attendant" means an employee who operates all necessary appliances to launder, iron and repair protective clothing and supervises the ironer and sewing machine operator, sorts and stores laundered garments, and issues clean garments, and who may perform any other duties incidental thereto;

"locomotive driver" means an employee engaged in operating a diesel locomotive used for moving railway trucks on brewery premises, railway shunting areas, and who may check oil, fuel and water levels of locomotives and perform minor repairs and adjustments, and any other duties incidental thereto;

"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;

"malting material handling overseer" means an employee who supervises maltings material handling labourers and a malt roast attendant by making regular spot checks on the work they do, who samples and grades all incoming barley and tests for moisture, smud or weevil, completes all documents relating to the intake of barley and despatch of malt and by-products, takes responsibility for the operation of all barley intake machinery, blowing malt to brew house and fumigating empty silos, and performs any other duties incidental thereto;

"maltings process labourer—leading hand" means an employee who supervises process labourers—maltings working, in germinating compartments by checking their work efficiency, training new employees and who may load green malt into hoppers, clean out empty germinating compartments, stop blower and compartment fans, operate green malt turners and who may perform any other duties incidental thereto;

"maltings overseer" means an employee who supervises workers by allocating work and doing spot checks, controls the operating and kilning process according to present specifications which include operating blowers, conveyors, elevators, kiln fans, degerminating and screening machinery, by opening and closing valves and slides and pushing stop-start buttons when transferring or processing barley or malt; takes and records temperatures, humidity, air pressures, moisture and germinating counts of barley during the malting process, and carries out the necessary calculations and clerical work, and performs any other duties incidental thereto;

"malt materials handling labourer" means an employee who assists in the off-loading of bags of barley and malt from rail-trucks, who fills, weighs, crimps and loads bags of malt for despatch; repairs empty bags and sorts them into bundles; clears blocked pipes when instructed and who performs other labouring duties in the maltings;

"malt mill attendant" means an employee who receives malt into storage bins, weighs out quantities of pale and black malt and maize grits to be used in brews, operates malt mills, drops malt grits into mash tun and maize grits into maize cooker, removes dust bags from dust extractors, cleans plant and equipment; and who performs any other duties incidental thereto;

"malt roast attendant" means an employee who is engaged in operating a roaster to obtain a dark coloured malt or barley; and who is responsible for cooling, bagging, weighing and stacking the product, taking samples for quality control, entering batch number and dates on label; cleans the roaster, chimney, dust collector, etc. and performs any other duties incidental thereto;

"mechanical sweeper and washer operator" means an employee who sweeps and washes the warehouse floors with a mechanical sweeper and washer and who may also perform such sundry duties as helping fork lift truck drivers with fallen loads or assisting with pallets jammed on the magazines;

"messenger" means an employee who delivers or carries letters, messages or goods on foot or by means of a bicycle or a tricycle; and who may prepare and serve tea or similar beverages, perform general cleaning duties, take telephone messages, operate an office duplicator and who may be employed on simple clerical duties; and perform any other duties incidental thereto;

"grassnyerbediener" 'n werknemer wat verskillende soorte grasnyers bedien ten einde die grasperke van bedryfsinrigtings, en dié van hul sportterreine, te sny, wat masjiene versien, lemme skerpmaak en help om arbeiderswerk in die tuin te doen wanneer daar van hom vereis word om dit te doen;

"wasseryhulp" 'n werknemer wat al die toestelle bedien wat nodig is om beskermende klere te was, te stryk en te herstel, en oor die strykwerker en naaimasjiensbediener toesig hou, gewaste en gestrykte kledingstukke sorteer en opberg en skoon kledingstukke uitreik, en wat alle ander pligte verrig wat daarmee in verband staan;

"lokomotiefdrywer" 'n werknemer wat 'n diesellokomotief bedien wat gebruik word om spoorwegtrokke op brouerypersele en in die spoorwegrangeergebied te verskuif, en wat olie-, brandstof- en waterpeile van lokomotiewe mag nagaan en minder belangrike her- en verstelwerk mag verrig, en alle ander pligte verrig wat daarmee in verband staan;

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

"opsigter oor die hantering van mouterymateriaal" 'n werknemer wat oor arbeiders wat mouterymateriaal hanteer en oor 'n moutbrander toesig hou deur gereeld steekproewe op die werk wat hulle doen, te doen, wat monsters neem van alle gars wat inkom en dit gradeer en dit toets vir vog, brand of kalanders, alle dokumente invul wat betrekking het op die inname van gars en versending van mout en nuwe produkte, die verantwoordelikheid op hom neem vir die bediening van alle garsinnamemasjinerie, mout na die brouery toe deurblaas en lê opgaarkuile berook, en alle ander pligte verrig wat daarmee in verband staan;

"mouteryprosesarbeider-werkleier" 'n werknemer wat toesig hou oor prosesarbeiders in die moutery wat in die ontkiemingsafdelings werk deur die doeltreffendheid van hul werk na te gaan, nuwe werknemers oplei en wat groenmout in lossers mag laai, lê ontkiemingsafdelings skoonmaak, blaaswaaiers en afdelingswaaiers afskakel, groenmoutoerinrigtings bedien, en wat alle ander pligte mag verrig wat daarmee in verband staan;

"mouteryopsigter" 'n werknemer wat oor werkers toesig hou deur werk aan hulle toe te wys en steekproewe te doen, in beheer is van die oondproses en dit volgens die huidige spesifikasies bedien, waarby inbegrepe is die bediening van blaaswaaiers, vervoerbande, hysers, oondwaaiers, ontkiemings- en sifmasjiene, deur kleppe en skuifplate oop en toe te maak en aan-en-afsitknoppies te druk wanneer gars of mout oorgeplaas of bewerk word; temperature, voggehalte, lugdruk, vog- en ontkiemtellings van gars gedurende die mouteryproses bereken en aanteken en die nodige berekenings maak en klerklike werk verrig, en alle ander pligte verrig wat daarmee in verband staan;

"arbeider wat mouterymateriaal hanteer" 'n werknemer wat help om sakke gars en mout van spoorwegtrokke af te laai, sakke mout vir versending volmaak, weeg, met riffeldraad toebind en laai; lê sakke herstel en hulle in bondels sorteer; verstopte pype oopmaak wanneer hy daartoe gelas word, en ander arbeiderspligte in die moutery verrig;

"moutmeulhulp" 'n werknemer wat mout ontvang vir opgaring in bakke, bleekmout- en swartmouthoeveelhede en mieliegrutte wat in brouels gebruik gaan word, uitweeg, moutmeulens bedien, moutgrutte in die moutvat en mieliegrutte in die mieliekooktoestel laat val, moutstofsakke uit die moutstofsuiers verwyder, installasie en uitrusting skoonmaak en wat alle ander pligte verrig wat daarmee in verband staan;

"moutbranderhulp" 'n werknemer wat 'n brander bedien om 'n donkerkleurige mout of gars te verkry; en wat daarvoor verantwoordelik is om die produk af te koel, in sakke te gooi, te weeg en opmekaar te stapel, wat vir gehaltebeheerdoeleindes monsters neem en die brouelsnommer en datums op die etikette skryf; wat die brander, skoorsteen en moutstofopvanger, ens., skoonmaak en alle ander pligte verrig wat daarmee in verband staan;

"meganiese vee- en wasmasjiensbediener" 'n werknemer wat die pakhuisvloere met 'n meganiese vee- en wasmasjiens vee en was en wat ook sulke verskillende werkies kan doen soos vurkhystrondrywers help met vrage wat afgeval het of help met draagplanke wat op die magasyn vassit;

"bode" 'n werknemer wat briewe, boodskappe of goedere te voet of met 'n fiets of driewiel aflewer of vervoer; en wat tee of soortgelyke drankie mag maak en opdien, algemene skoonmaakpligte verrig, telefoonboodskappe neem, 'n kantoorafrolmasjiens bedien en wat eenvoudige klerklike pligte mag verrig; en alle ander pligte verrig wat daarmee in verband staan;

"motor vehicle driver" means a duty driver, or articulated motor vehicle driver;

"motor vehicle" means a mechanically-propelled vehicle for carrying persons or goods and includes a mechanical horse and a tractor;

"other paid employment" means employment with an employer other than his normal employer, which an employee accepts, or wishes to accept, contrary to the provisions of clause 12 (2) (1) of this Agreement, during the period of his paid annual leave;

"painter" means an employee who supervises painting operations, allocates work, ensures that it is done to specification and who may, in addition, prepare surfaces, paint them, replace broken window panes, order and mix paints and perform any other duties incidental thereto;

"palletizer" means an employee who stacks various types of containers of filled bottles or cans on pallets, following specific palletizing patterns which vary with the type of container being packed, and performs any other duties incidental thereto;

"pallet repairer/carton sticher" means an employee who repairs serviceable pallets with useable parts obtained from old or badly damaged new pallets, stitches new cartons and repairs slightly damaged ones by stitching on patches, destroys and discards unserviceable pallets and cartons, cleans working area and maintains carton stitching machines in good working condition by cleaning, oiling and reporting any defects; and performs any other duties incidental thereto;

"personnel clerk" means an employee who assists his superior in clerical and administrative duties related to the personnel function, completes the necessary personnel records, hears complaints from personnel on such matters as pay, administers aptitude tests, maintains labour control records, gives induction talks, renders first aid, supervises canteens and cleaning labourers; and is involved in any other duties incidental thereto;

"prefiltration overseer" means an employee who is responsible for the transfer of beer from storage through rough filter and treatment to treated beer tanks, washing the pre-filter, preparing treatment materials, cleaning beer lines by circulating caustic soda through them, checking the CO₂ content of beer in treatment, completing pre-filtration log sheets and the pre-filtration daily log book, and who may supervise any labourer delegated to assist him and perform any other duties incidental thereto;

"process attendant—bottling" means an employee engaged in a bottling hall in some or all of the following activities: collecting and decanting reject beer and pumping this beer to rest return tanks; date-coding all labels and mixing glue for labelling machines; attending to the bottles discharged from the washer; removing remains of labels and broken bottles and ensuring that the bottles pass on to the conveyors correctly; feeding empty cans into conveyor receiver after turning over opened carton of cans; assisting in loosening any jammed cans; sealing containers by operating a taping and/or glueing machine; assisting in the addition of caustic soda to bottle washers; mixing caustic soda in alkali store tanks and in circulation tanks, and who performs any other incidental duties;

"process attendant—brewhouse" means an employee employed in the brewhouse in some or all of the following activities: controlling the levels in hot liquor tanks by opening and closing valves, and who under supervision may add hops, hop concentrates and sugar to brews; take samples; pump wort to hot wort receiver, spent hops to hop carts and spent grain to drying shed; weigh off salt, gypsum and calcium chloride for brews, assist the overseer in operating the maize cooker; clean the inside and outside of brewing vessels and working area; and perform any other duties incidental thereto;

"process attendant—bright beer" means an employee who is engaged in connecting stainless steel mains to bright beer tanks, and bright beer tanks to one another, via carbonator, with beer hoses to fill bright beer tanks; controlling air pressure on tanks while filling; cleaning and sterilizing empty bright beer tanks, connecting all beer hoses and stainless steel mains together for caustic circulation and who may perform any other duties incidental thereto;

"process attendant—fermenting" means an employee who assists in the regulation of wort temperature and pipe pressure during cooling; circulating caustic soda and hot water through pipes before wort cooling; cleaning wort receiver,

„motorvoertuigbestuurder" 'n diensbestuurder, of bestuurder van 'n geartikuleerde motorvoertuig;

„motorvoertuig" 'n meganiese voertuig wat gebruik word om persone of goedere te vervoer, en omvat dit 'n voorhaker en 'n trekker;

„ander werk met betaling" werk wat 'n werknemer in stryd met die bepalings van klousule 12 (2) (i) van hierdie Ooreenkoms gedurende sy tydperk van jaarlikse verlof met betaling, by 'n werkgever, uitgesonderd sy gewone werkgever, aanvaar of wil aanvaar;

„skilder" 'n werknemer wat oor skilderwerkzaamhede toesig hou, werk toewys, seker maak dat dit volgens spesifikasie gedoen word en wat daarbenewens oppervlakke voorberei, dit verf, gebreekte vensterruite vervang, verf bestel en meng, en alle ander pligte verrig wat daarmee in verband staan;

„draagplankwerker" 'n werknemer wat verskillende soorte houers met gevulde bottels of blikkies op draagplanke stapel en hom daarby aan spesifieke draagplankwerkpatrone hou wat verskil volgens die tipe houer wat gepak word, en alle ander pligte verrig wat daarmee in verband staan;

„draagplankheelmaker/kartonstikker" 'n werknemer wat draagplanke wat nog gebruik kan word heelmaak met bruikbare dele wat uit ou of erg beskadigde nuwe draagplanke verkry word, nuwe kartonne stik en effens beskadigde kartonne heelmaak deur stroke daaroor te stik, onbruikbare draagplanke en kartonne vernietig en daarmee wegdoen, die werkplekke skoonmaak en die kartonstikmasjiene in 'n goeie werkende toestand hou deur dit skoon te maak, te olie en alle defekte te rapporteer; en alle ander pligte verrig wat daarmee in verband staan;

„personeelklerk" 'n werknemer wat sy owerste help met klerlike en administratiewe pligte wat op die personeelfunksie betrekking het, die nodige personeelregisters byhou, personeelklagtes aanhoor oor bv. betalingsaangeleenthede, aanlegtoetse toepas, arbeidbeheerregisters byhou, toetredespraatjies hou, eerstehulp toepas, toesig hou oor personeelwinkels en skoonmaakarbeiders; en by alle ander pligte wat daarmee in verband staan, betrokke is;

„voorfiltrasieopsigter" 'n werknemer wat vir die oorplasing van bier uit die stoorplek deur ru-filtrering en -behandeling na behandelde biertensks verantwoordelik is, die voorfilter was; behandelingsmateriale berei, bierpypeleidings skoonmaak deur bytsoda daardeur te sirkuleer, die CO₂-inhoud van bier wat behandel word, nagaan, voorfiltrasielogstate en die daaglikse voorfiltrasielogboek invul, en wat oor enige arbeider wat toegewys word om hom te help, toesig hou en alle ander pligte verrig wat daarmee in verband staan;

„proseshulp—bottelvulling" 'n werknemer wat sommige van of al die volgende werksaamhede in 'n bottelsaal verrig; afgekeurde bier opvang en afgiet en hierdie bier na die reste-terugvoertensks toe pomp; datumkodes op alle etikette aanbring en lym vir etiketteermasjiene meng; bottels wat uit die wasmasjiens kom, versorg; oorblyfsels van etikette en gebreekte bottels verwyder en verseker dat die bottels reg op die vervoerbande deurgevoer word; leë kannetjies in die vervoerbandontvanger voer nadat die oopgemaakte karton vol kannetjies omgekeer is; help om kannetjies wat vassit, los te kry; houers verseël deur 'n band- en/of lymmasjiens te gebruik; by die byvoeging van bytsoda by bottelwassers behulpsaam is, bytsoda in alkalistoortensks en in sirkulasietensks meng; en alle ander pligte verrig wat daarmee in verband staan;

„proseshulp—brouery" 'n werknemer wat sommige van of al die volgende werksaamhede in die brouery verrig; die peile in warmvloeiostentensks beheer deur kleppe oop- en toe te maak, en wat onder toesig hop, hopkonsentrate en suiker by brouersels mag byvoeg; monsters neem; wort na die warmwortontvanger toe pomp, en hopsdraf na die hopsywaentjies en draf na die droogskuur toe pomp; sout, gips en kalsiumchloried vir brouersels afweeg, die opsigter help om die mieliekooktoestel te bedien; die binne- en buitekant van die brouvate en die werkplek skoonmaak; en alle ander pligte verrig wat daarmee in verband staan;

„proseshulp—helderbier" 'n werknemer wat vlekvrystaal-pype aan helderbiertensks konnekteer, en helderbiertensks via die karboniseerder deur middel van bierslange konnekteer om helderbiertensks te vul; die lugdruk op tensks beheer terwyl daar gevul word; leë helderbiertensks skoonmaak en steriliseer, alle bierslange en vlekvrystaal-pype konnekteer om 'n bytmiddel daardeur te sirkuleer en wat alle ander pligte verrig wat daarmee in verband staan;

„proseshulp—gisting" 'n werknemer wat help om worttemperatuur en die druk in pype by afkoeling te reguleer; bytsoda en warmwater deur pype sirkuleer voordat wort afgekoel word; wortontvanger, sentrifuge, warmte-uitstraal-apparate,

- centrifuge, paraflows, pipes and hot water and caustic soda tanks; and performing any other duties incidental thereto;
- "process attendant—finings and primings" means an employee who is engaged in measuring out quantities of sugar primings and finings, injecting them into vessels as instructed by using CO₂ back pressure; and who performs other general duties such as the removal of cotton wool from filters; and any other duties incidental thereto;
- "process attendant—kilning and grading" means an employee who is engaged in filling and levelling kiln floor with germinated barley; watching barley screening machinery for proper operation, changing dust bags attached to chaff and dust outlet points, and who in addition bags automatic weighing machine for sealing and stacking barley, replaces plates in germinating compartments, assists in filling of the compartments and prepares them for emptying and performs any other duties incidental thereto;
- "process attendant—pre-cleaning" means an employee who is engaged in the pre-cleaning of barley; off-loading barley and malt bags from railway trucks, bags and loads of malt for despatch to other centres, and who in addition cleans the pre-cleaning machine and working area; sorts and stacks empty bags; and performs any other duties incidental thereto;
- "process attendant—steeping" means an employee who steeps in barley in pre-steeping tanks; pumps barley from pre-steep tanks to steep tanks, from one steep tank to another, and from steep tanks to germinating compartments, cleans tanks and floor; assists in the replacement of plates in germinating compartments and who may assist in levelling of kilns and perform any other duties incidental thereto;
- "process attendant—tankers" means an employee who is engaged in transferring beer from road tankers to storage vessels, or from storage vessels to tankers; flushing out pipes, cleaning and sterilizing tankers and vessels, and performing any other duties incidental thereto;
- "process labourer—bottling" means an employee in a bottling hall in some or all of the following activities: loading containers of empty bottles or cans from pallets to the washer loading area; transferring bottles from containers onto a moving conveyor rejecting unsuitable bottles; watching can rinsing and loosening cans that jam on conveyors; ensuring that bottles or cans are correctly discharged from the pasteurizer, that they are fed into the conveyor, removing unsuitable bottles or cans; regulating the supply of bottles to the filler, righting fallen bottles and lubricating conveyor surfaces, and performing any other duties incidental thereto;
- "process labourer—brewhouse" means an employee who assists his superior in all labouring tasks in brewhouse such as cleaning brewing vessels inside and outside, transporting and handling of brewing material and any other duties incidental thereto;
- "process labourer—dropping" means an employee who assists the "dropping overseer" in the transfer of beer from fermenting vessels to storage tanks, assists in the caustic circulation of beer lines, performs general cleaning of floors and the outside of tanks, and performs any other duties incidental thereto;
- "process labourer—degerminating" means an employee who operates a degerminating machine when instructed by his superior, bags, weighs, seals and stacks malt culms; bags husks, takes malt samples for quality control, levels malt in receiving hopper, and performs general cleaning duties such as sweeping the cooling bin and floor of working area; and performs any other duties incidental thereto;
- "process labourer—fermenting" means an employee who assists the fermenting overseer in all his duties; who takes beer gravity, makes up sugar priming, cleans and sterilizes fermenting and yeast tanks, transfers waste yeast from fermenting tanks to waste yeast tanks, assists in the removal of yeast for re-pitching, as well as in the weighing of yeast for pitching, performs general cleaning duties; and performs any other duties incidental thereto;
- "process labourer—final filtration" means an employee who connects beer hoses from treated tanks to filter via blender and stainless steel mains, uses blender to fill pipes with water before use, to change from one tank to another and to flush pipes out with water after use; connects beer hoses and mains for caustic circulation, and performs any other duties incidental thereto;
- "process labourer—malting" means an employee who loads green malt into hoppers, cleans empty germinating compartments by use of mechanical equipment, performs general cleaning duties such as scrubbing air tunnels, sumps, diffuser room, air scrubber and compartment passages,

- pype en warmwater- en bytsodatenks skoonmaak; en alle ander pligte verrig wat daarmee in verband staan;
- „proseshulp—klaarmiddels en aansitgis” ’n werknemer wat hoeveelhede suikeraansitgis en -klaarmiddels afmeet en dit volgens opdrag in vate inspuut deur gebruik te maak van CO₂-teendruk; en wat ander algemene pligte verrig soos die verwydering van watte uit filters; en alle ander pligte verrig wat daarmee in verband staan;
- „proseshulp—oond- en graderingswerk” ’n werknemer wat ’n oondvloer met ontkiemde gars vul en dit gelykmaak; op garssifmasjinerie let vir behoorlike werking, moutstofsakke wat aan uitlaatstukke vir kaf en stof vas is, omruil, en wat daarbenewens ’n outomatiese weegmasjien vir die verseëling en opmekaarsapeling van gars bedien, plate in die ontkiemingsafdelings terugplaas, help om die afdelings te vul en dit voorberei om leeggemaak te word en alle ander pligte verrig wat daarmee in verband staan;
- „proseshulp—voorskoonmaak” ’n werknemer wat gars vooraf skoonmaak; gars- en moutsakke van spoorwegtrokke aflaai, mout vir versending na ander sentrums in sakke gooi en laai, en wat daarbenewens die voorskoonmaakmasjien en werkplek skoonmaak; leë sakke sorteer en opmekaars stapel; en alle ander pligte verrig wat daarmee in verband staan;
- „proseshulp—weking” ’n werknemer wat gars in voorafinweektenks inweek; gars uit die voorafinweektenks na die inweektenks, uit een inweektenk na die ander, en uit die inweektenks na die ontkiemafdelings toe pomp, tenks en vloere skoonmaak; help om plate in die ontkiemafdelings te vervang en wat mag help om oondvloere gelyk te maak, en alle ander pligte verrig wat daarmee in verband staan;
- „proseshulp—tenkwaens” ’n werknemer wat bier uit tenkwaens na stoorvate, of uit stoorvate na tenkwaens toe oordra; pype uitspoel, tenkwaens en vate skoonmaak en steriliseer, en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—bottelvulling” ’n werknemer wat sommige van of al die volgende werksaamhede in die bottelsaal verrig; leë bottelhousers of kannetjies op die laaioppervlak van die wasmasjien laai; bottels uit housers op ’n bewegende vervoerband wat ongeskikte bottels uitgooi, plaas; op die spoel van kannetjies let en kannetjies wat op die vervoerband vassit, losmaak; verseker dat bottels of kannetjies korrek uit die pasteuriseerder afgevoer word, dat hulle op die vervoerband deurgevoer word, ongeskikte bottels of kannetjies verwyder; die botteltoevoer na die vulmasjien reguleer, bottels wat omval, regop sit en vervoerbandoppervlakke smeer, en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—brouery” ’n werknemer wat sy owerste met alle arbeidstake in die brouery behulpsaam is, soos bv. brouvate aan die binne- en buitekant skoonmaak, broumateriaal vervoer en hanteer en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—oortapping” ’n werknemer wat die „oortap-opsigter” help om bier uit die gistenks na die stoortenk oor te tap, help om bytmiddel deur die bierbane te sirkuleer, algemene skoonmaakwerk aan die vloere en die buitekant van tenks verrig, en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—ontkieming” ’n werknemer wat, wanneer sy owerste hom daartoe opdrag gee, ’n ontkiemmasjien bedien; moutgruis in sakke gooi, weeg, verseël en opmekaars stapel; doppe in sakke gooi, moutmonsters vir gehaltebeheer neem, die mout in die ontvanglossers gelykmaak en algemene skoonmaakpligte verrig soos bv. die afkoelbak en vloer van die werkplek uitvee, en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—gisting” ’n werknemer wat die gisopsigter met al sy pligte behulpsaam is; wat die soortlike gewig van die bier bepaal, suikeraansitgis gerei, gis- en suurdeegtenks skoonmaak en steriliseer, afvalsuurdeeg uit die gistenks na die afvalsuurdeegtenks toe oordra, help om suurdeeg te verwyder vir gisheraansitting, en ook help om gis vir aansitting af te weeg, algemene skoonmaakpligte verrig; en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—eindfiltrasie” ’n werknemer wat bierslange van behandelde biertenks vir die menger en vlekvrystaalpype aan die filter konekteer, die menger gebruik om pype vóór gebruik vol te maak, om van een tenk na die ander oor te skakel en om pype nadat dit gebruik is, uit te spoel met water; bierslange en hooftevoere konekteer om bytmiddel te sirkuleer, en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—moutery” ’n werknemer wat groenmout in lossers laai, leë ontkiemafdelings skoonmaak deur gebruik te maak van meganiese uitrustings, algemene skoonmaakpligte verrig soos bv. lugtonnels, sinkputte diffusiekamer, lugsuiweringstoestel en kompartementgange skrop,

- sweeping floors; and performs any other duties incidental thereto;
- "process labourer—pre-filtration" means an employee who arranges pipes and blenders for transferring beer from storage cellars to treatment tanks, assists in caustic circulation, removes spent slurry, cleans pre-filter drip tank and working area; and performs any other duties incidental thereto;
- "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;
- "racking labourer" means an employee who is engaged in cleaning and sterilizing racking equipment; assisting in racking beer; removing casks from stock for delivery to customers; performing general cleaning duties and any other duties incidental thereto;
- "racking overseer" means an employee who is engaged in the supervision of racking labourers in the cleaning and general handling of racking equipment; filters and racks different types of beer into casks; makes the required tests; takes samples for the laboratory; carries out the necessary clerical work; assists in the washing and inspection of returned casks, and performs any other duties incidental thereto;
- "rigger" means an artisan who erects and utilizes rigging and scaffolding and related equipment to move, load and off-load heavy equipment and perform any other duties incidental thereto;
- "security guard" means an employee who works shifts and who assists in the enforcement of security regulations on site by patrolling the grounds and buildings; watches the loading of closed railway trucks; guards railway gate when it is opened for trains at night; looks out for and reports irregularities to his superior; and who may conduct searches, e.g. for stolen company property or for weapons and performs any other tasks related thereto;
- "senior articulated motor vehicle driver" means an employee with a minimum standard of education of a Junior Certificate or its equivalent, who is engaged in driving any type of motor vehicle including a motor vehicle and trailer and/or a road tanker delivering beer to the wholesale and retail trade; inter-brewery and inter-depot transfers of beer, and attending to all necessary documentation in connection therewith. For the purpose of this definition driving is deemed to include all periods of driving and any time spent by the driver on work connected with the vehicle and all periods during which he is obliged to remain on duty in readiness to drive and may in addition include the checking of oil, fuel and water levels, tyre pressure, general roadworthiness and the cleaning of such vehicles;
- "senior distribution labourer" means an employee who assists the motorman to check loads on distribution trucks and who sorts cases according to brands and packs for off-loading at each outlet; packs and arranges empties according to pallets on the truck; and performs any other duties incidental thereto;
- "senior pool labourer" means an employee who assists in the supervision of the general pool labourers in cleaning and labelling work and performs any other duties incidental thereto;
- "senior strapping machine labourer" means an employee who is responsible for the closing of containers, the strapping of the closed containers by means of a automatic strapping machine, and who performs supervisory duties and any other duties incidental thereto;
- "service" shall have the same meaning as "employment" in this Agreement;
- "Service labourer—bottling" means an employee engaged in a bottling hall in some or all of the following activities: inspecting and closing full cardboard beer cases; date stamping cartons or sealing cases with gum tape on roller conveyor and who performs other duties of a general and unskilled nature;
- "service labourer—fermenting" means an employee who performs a variety of cleaning functions in the fermenting rooms and related areas, assists in obtaining adequate supplies of sterilizing fluids and sample beakers and assists in mixing the requisite solutions, undertakes sundry duties such as running errands and assisting in the intake of sugar; and performs any other duties incidental thereto;
- "service labourer—general" means an employee who is engaged in the cleaning and/or disinfecting and/or sweeping premises and/or polishing offices, outbuildings, general latrines and other amenities, gutters and roofs and who may be required to operate an electric floor polisher, floor washing machine, vacuum cleaner, clean kitchen equip-

- vloere vee; en alle ander pligte verrig wat daarmee in verband staan;
- „prosesarbeider—voorfiltrasie” ’n werknemer wat pype en mengers opstel om bier uit stoorkelders na die behandelingsstanks toe oor te tap, help om met bytmiddel te sirkuleer, uitgeputte flodder verwyder, voorfilterdruptenk en werkoppervlak skoonmaak; en alle ander pligte verrig wat daarmee in verband staan;
- „openbare vakansiedag” ’n openbare vakansiedag wat by artikel 1 genoem of by artikel 2 van die Wet op Openbare Feesdae, 1952, soos van tyd tot tyd gewysig, geproklameer word;
- „taparbeider” ’n werknemer wat tapuitrusting skoonmaak en steriliseer; wat help om bier te tap; wat vate uit die voorraad verwyder sodat dit aan klante afgelewer kan word; wat algemene skoonmaakpligte en alle ander pligte verrig wat daarmee in verband staan;
- „tapopsigter” ’n werknemer wat toesig hou oor taparbeiders wat tapuitrusting skoonmaak en in die algemeen hanteer; verskillende soorte bier in vate filtreer en tap; die vereiste toetse uitvoer; vir die laboratorium monsters neem; die nodige klerklike werk doen; help om teruggestuurde vate te was en te inspekteer, en alle ander pligte verrig wat daarmee in verband staan;
- „takelaar” ’n ambagsman wat takelwerk en steierwerk en soortgelyke uitrusting oprig en gebruik om swaar uitrusting te skuif, te laai en af te laai, en alle ander pligte verrig wat daarmee in verband staan;
- „veiligheidswag” ’n werknemer wat skofte werk en help om die veiligheidsregulasies op die persel toe te pas deur die terrein en geboue te patrolleer; toesig hou wanneer toe spoorwegtrokke gelaai word; by die spoorweghek waghou wanneer dit snags vir ’n trein oopgemaak word; op die uitkyk wees na onreëlmatighede en dit aan sy owerste rapporteer en wat soektogte mag lei om bv. gesteelde eiendom van die maatskappy te soek of om wapens te soek, en wat alle ander take mag verrig wat daarmee in verband staan;
- „senior bestuurder van ’n geartikuleerde motorvoertuig” ’n werknemer met ’n minimum onderwyspeil van Junior Sertifikaatstandaard of ’n gelykwaardige, wat enige tipe motorvoertuig bestuur, met inbegrip van ’n motorvoertuig en sleepwa en of tenkwa om bier aan die groot- en kleinhandel af te lewer; bier tussen brouerye en tussen depots vervoer en al die nodige dokumentasie in verband daarmee behartig. By die toepassing van hierdie woordskrywing word „bestuur” geag alle tye in te sluit waarin daar bestuur word en alle tyd wat ’n bestuurder aan werk in verband met die voertuig bestee en alle tydperke waarin daar van hom verwag word om op sy pos te bly, gereed om te bestuur en mag daar ook van hom vereis word om die olie-, brandstof- en waterpeile, banddruk en algemene padwaardigheid na te gaan, en mag hy ook sulke voertuie skoonmaak;
- „senior distribusiearbeider” ’n werknemer wat die motorman help om vrae op distribusielorries na te gaan en kassies volgens soorte sorteer en dit so pak dat dit by elke uitgang afgelaai kan word; lê houers volgens draagplanke op die lorries pak en rangskik; en alle ander pligte verrig wat daarmee in verband staan;
- „senior poelarbeider” ’n werknemer wat help om oor die algemene poelarbeiders toesig te hou, wanneer hulle skoonmaak en arbeiderswerk verrig; en alle ander pligte verrig wat daarmee in verband staan;
- „senior bandmasjienarbeider” ’n werknemer wat verantwoordelik is vir die toemaak van toe houers deur middel van ’n outomatiese bandmasjien en wat opsigterwerk doen en enige ander werk wat daarmee in verband staan;
- „diens” het dieselfde betekenis as „werk” in hierdie Ooreenkoms;
- „diensarbeider—bottelvulling” ’n werknemer wat sommige van of al die volgende werksaamhede in die bottelsaal verrig; vol kartonbierkassies inspekteer en toemaak; datums op kartonne stempel of kassies met kleefstrook op ’n rolvervoerband verseël en wat ander pligte van ’n algemene en ongeskoolde aard verrig;
- „diensarbeider—gisting” ’n werknemer wat ’n verskeidenheid van skoonmaakfunksies in die giskamers en oppervlakke wat daarby betrokke is, doen, wat help om voldoende voorrade steriliseervloeistowwe en monsterbekers te verkry en help om die vereiste oplossings te meng, diverse pligte onderneem soos bv. boodskappe doen en help wanneer suiker ontvang word; en alle ander pligte verrig wat daarmee in verband staan;
- „diensarbeider—algemeen” ’n werknemer wat persele skoonmaak en/of ontsmet en/of vee, en/of kantore, buitegeboue, algemene latrines en ander geriewe, geute en dakke poleer en van wie daar vereis mag word om ’n elektriese vloerpoeleerder, vloerwasmasjien en stofsuier te bedien, kombuis-

ment, make and serve tea and similar beverages, and performs any other labouring duties incidental thereto;

"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 when a shift is worked which falls on a Sunday or Public Holiday, the whole shift shall be deemed to have been worked in the calendar day on which the major portion of such shift falls;

"shift worker" means an employee employed in a department which operates on either a continuous process basis or is engaged in activities spread through the major or entire portion of a 24-hour working day, and so requires workers to work from eight to nine hour shifts with variable starting times;

"shrink-wrap labourer" means an employee who ensures that the pack is fed into the sealer unit, wrapped and transferred into the shrink-wrap tunnel and who is responsible for all other duties incidental thereto;

"sighter" means an employee who inspects full or empty bottles on a moving conveyor for reflective bottles, foreign bodies, inadequate labels and any other factors he is instructed to watch for, removing unsuitable bottles from the conveyor, who assists in removing obstructions on the conveyor belt and who is relieved from his duties from time to time when he will assist a process attendant;

"sewing machine operator" means an employee who mends overalls and dustcoats with a sewing machine; sews on buttons, renders general assistance in the laundry; and performs any other duties incidental thereto;

"split pallet preparer" means an employee who prepares split pallets for road delivery from a requisition supplied by his superior; supervises labourers and assists them with the packing of the pallets, gives instructions to fork lift drivers to bring full pallets to the split pallet preparation area when needed, where to place the prepared split pallets for particular loads; and performs any other duties incidental thereto;

"spreadover" means the period of any day from the time when an employee starts 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 on which a shift is deemed to have commenced;

"stores labourer" means an employee who cleans the engineering stores and assists a storeman with the issuing of stock by weighing materials and carrying heavy equipment; off-loading rail trucks and vehicles on delivering stores goods and packing the goods in the appropriate bins on instruction from the storeman; and who may perform any other duties incidental thereto;

"stores labourer—bottling" means an employee who fetches all requirements from main and supply stores; clears and tidies store rooms as well as bottling hall stores, and is involved in any other duties related thereto;

"strapping machine labourer" means an employee who is responsible for the closing of containers and the strapping of the closed containers by means of an automatic strapping machine and who performs any other duties incidental thereto;

"tank cleaner" means an employee who is engaged in interior tank cleaning and sterilizing storage tanks; cleaning sample cocks and brass fittings and undertakes general cleaning duties incidental thereto;

"tank cleaning attendant" means an employee who is engaged in cleaning and sterilizing fermenting, storage and bright beer tanks by means of an automatic cleaning fixture or mobile cleaning unit; the weighing of chemicals for the making up of a cleaning solution and the making up of such solutions; who reports faults in installations to the cellar foreman and who performs any other duties incidental thereto;

"tool store attendant" means an employee who issues tools and consumable stores to artisans, artisans' labourers from the engineering tool store, records tool issues and completes bin cards, receives consumable stores into storage and who performs any other duties incidental thereto;

"tractor driver" means an employee who drives a tractor or similar mechanical appliance within the brewery premises on such tasks as the removal of spent hops, the transportation of coal, the towing of welders' and/or riggers' equipment and the removal of rubble and/or any tasks incidental thereto;

uitrusting skoon te maak, tee en soortgelyke drankte te maak en op te dien, en alle ander arbeiderspligte verrig wat daarmee in verband staan;

„skof”, behoudens die bepalinge van klousule 7 en klousule 11 van hierdie Ooreenkoms, 'n aaneenlopende werkydperk in die loop van 'n werkdag wat deur die werkgewer vasgestel is vir die uitvoering van alle werksaamhede wat aan 'n werknemer opgedra is, maar word nie geag enige tydperk van 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 waarop die grootste gedeelte van die skof val;

„skofwerker” 'n werknemer werksaam in 'n afdeling wat of op 'n grondslag van aaneenlopende prosesse werk of op werksaamhede versprei deur die grootste of hele gedeelte van 'n werkdag van 24 uur, en gevolglik van werkers vereis om skofte van agt tot nege uur met wisselende begintye te werk;

„krimptoemaakarbeider” 'n werknemer wat sorg dat die pak in 'n verseëlenheid gevoer, toegemaak en in die krimptoe-maaktonnel oorgelaai word en verantwoordelik is vir alle ander werk wat daarmee in verband staan;

„ondersoeker” 'n werknemer wat vol of leë bottels op 'n bewegende vervoerband vir defektiewe bottels, onsuiverhede, ontoereikende etikette en alle ander faktore waarvoor hy opdrag ontvang om na te kyk, inspekteer, ongeskikte bottels van die vervoerband af verwyder, wat help om obstruksies op die vervoerband op te ruim en wat van tyd tot tyd in sy pligte afgepos word, en dan moet hy 'n proseswerker help;

„naaimasjienbediener” 'n werknemer wat oorpakke en stofjasse met 'n naaimasjien heelmaak; knope aanwerk, oor die algemeen in die wassery behulpsaam is; en alle ander pligte wat daarmee in verband staan, verrig;

„voorbereider van dubbeldraagplanke” 'n werknemer wat dubbeldraagplanke vir padaflewering gereedmaak volgens 'n rekwissie wat deur sy owerste verskaf word; wat oor arbeiders toesig hou en hulle help om die draagplanke te pak, virkhuyswagdrywers opdrag gee om, wanneer nodig, vol draagplanke na die plek te bring waar dubbeldraagplanke voorberei word en waar om die dubbeldraagplanke wat gereed is vir besondere vragte neer te sit; en alle ander pligte wat daarmee in verband staan, verrig;

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

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

„pakhuisarbeider” 'n werknemer wat die ingenieurstoor skoonmaak en 'n pakhuisman help om voorrade uit te reik deur materiale af te weeg en swaar uitrusting te dra; spoorweg-trokke aflaai en ook voertuie wat voorraadgoedere aflewer, aflaai en die goedere op las van die pakhuisman in die gepaste opgaarbakke pak; en wat alle ander pligte wat daarmee in verband staan, verrig;

„pakhuisarbeider—bottelvulling” 'n werknemer wat alle benodigdhede by die hoof- en voorraadstoorplekke gaan haal; stoorkamers en ook bottelsaalstore opruim en netjies regpak, en by alle ander pligte wat daarop betrekking het, betrokke is;

„bandmasjienarbeider” 'n werknemer wat verantwoordelik is vir die toemaak van houters en die toe houters met bande vasmaak deur middel van 'n outomatiese bandmasjien en alle ander werk doen wat daarmee in verband staan;

„tenkskoonmaker” 'n werknemer wat die binnekant van tenks skoonmaak en stoortenks steriliseer; monsterkrane en kopertoebehore skoonmaak en algemene skoonmaakwerk doen wat daarmee in verband staan;

„tenkskoonmaakhulp” 'n werknemer wat gis-, stoor- en helderbiertenks deur middel van 'n outomatiese vaste of mobiele skoonmaakeenheid skoonmaak en steriliseer; chemikalieë afweeg wat vir 'n skoonmaakoplossing bedoel is en dié oplossings saamstel; wat foute in installasies aan die keldervoorman rapporteer en alle ander werk doen wat daarmee in verband staan;

„gereedskapstoorhulp” 'n werknemer wat gereedskap en bruikvoorrade uit die ingenieursgereedskapskantoor aan ambagsmanne en ambagsarbeiders uitreik, aantekening hou van gereedskap wat uitgereik word en bakkaarte invul, bruikvoorrade in die stoor ontvang en alle ander pligte verrig wat daarmee in verband staan;

„trekkerdrywer” 'n werknemer wat 'n trekker of soortgelyke meganiese toestel dryf binne die broueryperseel op sulke take soos draf verwyder, steenkool vervoer, sweisers- en/of takelaarsuitrusting sleep en afval verwyder en/of enige ander take wat daarmee in verband staan;

"turner" means an artisan who operates a lathe to turn parts for machinery according to specifications given by fitters, foremen, or engineers, arranges to have on hand all necessary material and who is responsible for the maintenance and cleanliness of his lathe and related equipment;

"uncasing attendant" means an employee engaged in the unpacking of bottles either mechanically or manually;

"wage" means the amount of money payable to an employee in terms of clauses 4 and 8 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, subject to the provisions of clause 8, it shall mean the higher amount, and shall include long service allowance but shall not include holiday allowance as specified in this Agreement;

"warehouseman" means an employee who controls and co-ordinates the work of warehouse labourers, split pallet preparers and fork lift truck drivers loading beer into road delivery vehicles or railway trucks, and who controls the off-loading of beer and containers from road delivery vehicles and railway trucks, who checks that actual quantities received or despatched agree with the loading or receiving documents, reports discrepancies; prepares clerical and administrative returns related to the work; and who may assist in taking stock of beer and empties, and performs any other duties incidental thereto;

"warehouse labourer" means an employee who is engaged in a warehouse in some or all of the following activities: stacking containers, making up loads according to instructions from his superior by counting numbers of containers, placing and moving containers on conveyors which he has positioned in a loading bay, loading and unloading S.A.R. trucks, attaching carton and truck labels, closing and covering trucks with tarpaulins; repairing wooden containers; stitching cartons; undertaking general cleaning of working area; and performing any other duties incidental thereto;

"warehouse leading hand" means an employee who assists his superior in the supervising of warehouse labourers, fork lift truck drivers and other employees in the warehouse, to ensure that they are trained in their work and that the work is carried out effectively; and who may assist in certain clerical duties, reports all difficulties to his superior and performs any other duties incidental thereto;

"washer feed attendant" means an employee who assists in the supervision of bottling process labourers and empty case inspections, to maintain the supply of bottles to the machine, and to ensure that it is properly loaded; lubricate the rotary filler and the conveyor, sees that the boxes sent down the conveyor are the correct ones required by the fulls packers and performs any other duties incidental thereto;

"waste yeast handler" means an employee who is engaged in transferring all waste yeast from storage tanks to waste yeast tanks in the yeast press room, carrying out general cleaning duties of work area such as pumping and hosing;

"yard cleaner" means an employee who collects refuse in the brewery grounds and deposits it in drums or disposes of it by fire, and who is involved in all tasks of a general labouring nature.

(2) (a) Notwithstanding anything to the contrary contained in this Agreement, and subject to paragraph (b) of this sub-clause, wherever an employee is employed on work included in any class of employment defined in sub-clause (1) hereof, but not on all aspects nor on all duties defined in the relevant definition of such class, he shall nevertheless be classified as being employed in such class of employment.

(b) Furthermore, wherever an employee is employed in more than one class of employment as defined in sub-clause (1) hereof, he shall be classified as being employed only in that class in which he is, in terms of time, preponderantly engaged.

4. WAGES

The minimum wages that shall be paid per week to the under-mentioned classes of employees shall be as follows:

„draaier" 'n ambagsman wat 'n draaibank bedien ten einde onderdele volgens spesifikasies, voorgeskryf deur passers, voormanne of ingenieurs, vir masjiene te maak, wat reëlins tref om alle nodige materiaal in voorraad te hou en wat vir die instandhouding en netheid van sy draaibank en verwante uitrusting verantwoordelik is;

„uitpakhulp" 'n werknemer wat bottels of met 'n toestel of met die hand uitpak;

„loon" die bedrag wat ingevolge klousules 4 en 8, aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 7, met dien verstande dat waar 'n werkgever 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 4, behoudens die bepalings van klousule 8, voorgeskryf is, dit die hoër bedrag beteken; en omvat dit nie langdiens- en vakansietoelaes wat in hierdie Ooreenkoms gespesifiseer word nie;

„magasynman" 'n werknemer wat in beheer staan van die werk van magasynarbeiders, dubbeldraagplankvoorbereiders en vurkhywadrywers wat bier in padafleweringvoertuie of spoorwegtrokke laai, en dit koördineer, wat in beheer staan van die aflaai van bier en houters vanaf padafleweringvoertuie en spoorwegtrokke, wat die werklike hoeveelhede wat ontvang of versend word, nagaan, laaibrieue of ontvangsbewyse verifieer, verskille rapporteer; klerklike en administratiewe opgewes wat op die werk betrekking het, opstel; en wat mag help om 'n voorraadopname van bier en leë bottels te maak, en alle ander pligte wat daarmee in verband staan, verrig;

„magasynarbeider" 'n werknemer wat sommige van of al die volgende werksaamhede in die magasyn verrig; houters opmekaar stapel, vrae volgens opdragte van sy owerste opmaak deur getalle houters te tel, houters op vervoerbande wat hy in die laaiplek in posisie geplaas het, plaas en verskuif, S.A.S.-trokke laai en aflaai, karton- en troketikette aanbring, boksele gebruik om trokke toe te maak en met boksele te bedek; houthouters herstel; kartonne stik; die algemene skoonmaakwerk aan 'n werkoppervlak onderneem; en alle ander pligte wat daarmee in verband staan, verrig;

„magasynwerkleier" 'n werknemer wat sy owerste help om toesig te hou oor magasynarbeiders, vurkhywadrywers en ander werknemers in die magasyn, wat verseker dat hulle in hul werk opgelei word en dat die werk doeltreffend verrig word; en wat met sekere klerklike werk behulpsaam mag wees, alle moeilikhede by sy owerste rapporteer en alle ander pligte wat daarmee in verband staan, verrig;

„wasmasjienhulp" 'n werknemer wat help om toesig te hou oor prosesarbeiders by bottelvulling en oor die inspeksies van leë kassies, wat help om die toevoer van bottels na die masjiene standhoudend te hou, en om te verseker dat dit behoorlik gelaai is; wat die trommelfilter en die vervoerband smeer, toesien dat die dose wat op die vervoerband deurgevoer word, die regtes is wat deur die pakkers van vol houters vereis word en alle ander pligte wat daarmee in verband staan, verrig;

„afvalsuurdeeghanteerder" 'n werknemer wat alle afvalsuurdeeg vanaf die stoortenks na die afvalsuurdeegtenks in die suurdeegpaskamer toe oorplaas, en algemene skoonmaakpligte in die werkoppervlak verrig, soos bv. pompwerk en spuitwerk;

„werfkskoonmaker" 'n werknemer wat afval in die broueryterrein bymekaarmaak en dit in dromme gooi of daarmee wegdoen deur dit te verbrand, en wat by alle take van 'n algemene arbeidsaard betrokke is.

(2) (a) Ondanks strydige bepalinge in hierdie Ooreenkoms ver- vat, en ingevolge paragraaf (b) van hierdie subklousule, wanneer 'n werknemer besig is met werk wat in enige klas diens omskryf in subklousule (1) hiervan ingesluit is, maar nie met al die aspekte of met al die pligte omskryf in die betrokke woordskrywing van dié klas, word hy nogtans geklassifiseer asof hy in diens is op die klas werk.

(b) Daarbenewens moet 'n werknemer, wanneer hy in diens is op meer as een klas werk soos in subklousule (1) hiervan omskryf, geklassifiseer word as 'n werknemer wat slegs in diens is, op die grondslag van tyd, op werk waarin hy hoofsaaklik werksaam is.

4. LONE

Die minimum lone wat elke week aan ondergenoemde klasse werknemers betaal moet word, is soos volg:

Casual labourer R2.00 per day

Grade I.

Boilerhouse labourer
 Brewhouse material handling labourer
 Cask washing labourer
 Crate washing labourer
 Distribution labourer
 Garden labourer
 General pool labourer
 Ironer
 Malt materials handling labourer
 Process labourer, bottling
 Service labourer, bottling
 Service labourer, fermenting
 Service labourer, general
 Waste yeast handler
 Yard cleaner

Starting rate R10.50
 per week.
 After first 12 months
 continuous service in
 the grade, R11.10
 per week.

Grade II.

Artisans labourer
 Bottle sorting labourer
 Full packer
 Kitchen assistant
 Lawn mower operator
 Palletizer
 Process attendant, bottling
 Process labourer, brewhouse
 Process labourer, dropping
 Process labourer, de-germinating
 Process labourer, fermenting
 Process labourer, final filtration
 Process labourer, maltings
 Process labour, pre-filtration
 Racking labourer
 Sewing machine operator
 Senior distribution labourer
 Shrink wrap labourer
 Sighter
 Stores labourer
 Stores labourer, bottling
 Strapping machine labourer
 Tank cleaner
 Warehouse labourer

Starting rate R11.35
 per week.
 After first 12 months
 continuous service in
 the grade, R12.05
 per week.

Grade III.

Baling attendant
 Cook
 Depalletizer
 Empties container inspector
 Fireman
 Garage attendant
 Grains drier attendant
 Greasing attendant
 Laundry
 Mechanical sweeper & washer operator
 Messenger
 Pallet repairer/carton stitcher
 Process attendant, steeping
 Process attendant, brewhouse
 Process attendant, bright beer
 Process attendant, fermenting
 Process attendant, finings & primings
 Process attendant, kilning & grading
 Process attendant, pre-cleaning
 Process attendant, tankers
 Senior pool labourer
 Senior strapping machine labourer
 Tank cleaning attendant
 Tool store attendant

Starting rate R12.30
 per week.
 After first 12 months
 continuous service in
 the grade, R13.20
 per week.

Grade IV.

Addressograph attendant
 Brewhouse material handling, leading
 hand
 Brush hand
 Bottling hall greaser
 Carry-pack machine attendant
 Case repairer
 Caustic handler
 Fermenting process, leading hand
 Filler attendant
 Labeller attendant
 Malt mill attendant
 Malt roast attendant
 Malting process labourer, leading hand
 Security guard
 Split pallet preparer
 Uncasing attendant
 Washer feed attendant

Starting rate R13.85
 per week.
 After first 12 months
 continuous service in
 the grade, R14.75
 per week.

Los werknemer R2 per dag.

Graad I.

Ketelkamerarbeider
 Arbeider wat brouerymateriaal hanteer
 Vatwasarbeider
 Kratwasarbeider
 Distribusiearbeider
 Tuinarbeider
 Algemene poelarbeider
 Strykker
 Arbeider wat moutmateriaal hanteer
 Prosesarbeider—bottelvulling
 Diensarbeider—bottelvulling
 Diensarbeider—gisting
 Diensarbeider—algemeen
 Afvalsuurdeeghanteerder
 Werfskoonmaker

Aanvangsloon: R10.50
 per week.
 Na eerste 12 maande
 aaneenlopende diens
 in die graad: R11.10
 per week.

Graad II.

Ambagsman se arbeider
 Bottelsorteerarbeider
 Pakker van vol houers
 Kombuishulp
 Grassnyerbediener
 Draagplankwerker
 Proseswerker—bottelvulling
 Prosesarbeider—brouery
 Prosesarbeider—oortapping
 Prosesarbeider—ont-kieming
 Prosesarbeider—gisting
 Prosesarbeider—eindfiltrasie
 Prosesarbeider—moutery
 Prosesarbeider—voorfiltasie
 Taparbeider
 Naaimasjiëbediener
 Senior distribusiearbeider
 Krimptoemaakarbeider
 Ondersoeker
 Pakhuisarbeider
 Pakhuisarbeider—bottelvulling
 Bandmasjiëarbeider
 Tenkskoonmaker
 Magasynarbeider

Aanvangsloon: R11.35
 per week.
 Na eerste 12 maande
 aaneenlopende diens
 in die graad: R12.05
 per week.

Graad III.

Baalmasjiëhulp
 Kok
 Draagplankaflaaier
 Inspekteur van leë houers
 Stoker
 Garagewerker
 Drafdroogmasjiëbediener
 Smeerwerker
 Wasserywerker
 Meganiese vee- en wasmasjiëbediener
 Bode
 Draagplankherstelwerker
 Kartonstikker
 Proseswerker—inweking
 Proseswerker—brouery
 Proseswerker—helderbier
 Proseswerker—gisting
 Proseswerker—klaarmiddels en aansitgis
 Proseswerker—oond- en graderingswerk
 Proseswerker—voorskoonmaking
 Proseswerker—tenkwaens
 Senior poelarbeider
 Senior bandmasjiëarbeider
 Tenkskoonmaker
 Gereedskappakhuiswerker

Aanvangsloon: R12.30
 per week.
 Na eerste 12 maande
 aaneenlopende diens
 in die graad: R13.20
 per week.

Graad IV.

Adressograafbediener
 Hantering van brouerymateriaal—werk-
 leier
 Verfhulp
 Smeerder in bottelsaal
 Drapakkiemasjiëhulp
 Kissieherstelwerker
 Bytmiddelhanterder
 Gisproses—werkleier
 Vultoeestelbediener
 Etiketteermasjiëbediener
 Moutmeulbediener
 Moutbranderbediener
 Mouteryprosesarbeider—werkleier
 Veiligheidswag
 Dubbeldraagplankvoorbereider
 Uitpakhulp
 Wasmasjiëvoerder

Aanvangsloon: R13.85
 per week.
 Na eerste 12 maande
 aaneenlopende diens
 in die graad: R14.75
 per week.

Grade V.

Batteryman	Starting rate R16.35 per week. After first 12 months continuous service in the grade, R17.25 per week.
Boiler attendant	
Bottling hall, leading hand	
Chef	
Delivery attendant	
Distribution, leading hand	
Dropping overseer	
Duty driver	
Filtration attendant	
Filtration & Treatment attendant	
First-aid orderly	
Fork lift truck driver	
General handyman	
Laboratory assistant	
Personnel clerk	
Tractor driver	
Warehouse leading hand	

Grade VI.

Articulated motor vehicle driver	Starting rate R35.95 per week. After first 12 months continuous service in the grade, R37.30 per week.
Container maintenance overseer	
Filler operator	
Gatekeeper	
Racking overseer	

Grade VII.

Bricklayer	Starting rate R41.10 per week. After first 12 months continuous service in the grade, R42.45 per week.
Carpenter	
Engineering services overseer	
Locomotive driver	
Maltings overseer	
Maltings material handling overseer	
Painter	
Senior articulated motor vehicle driver	
Warehouseman	

Grade VIII.

Brewhouse overseer	Starting rate R46.00 per week. After first 12 months continuous service in the grade, R47.35 per week.
Bottling line overseer	
Fermenting overseer	
Final filtration overseer	
Prefiltration overseer	

Grade IX.

Auto Electrician	Starting rate R53.40 per week. After first 12 months continuous service in the grade, R54.75 per week.
Boilermaker/Welder	
Coppersmith	
Diesel Mechanic	
Electrician	
Fitter	
Labelling overseer	
Rigger	
Turner	

Nothing in this Agreement shall operate to reduce the wage rate of an employee in the Industry, who at any time prior or subsequent to the date this Agreement comes into operation, was or may be paid wages at a rate higher than the minimum rate provided in this Agreement, and such employee shall continue to be paid and be entitled to receive wages at a rate not less than such higher rate as if such higher rate were the minimum wage in respect of such employee, while employed by the same employer.

5. SPECIAL ALLOWANCES**(A) Long Service Allowance**

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

- (i) After five years' continuous service with the same employer, a weekly allowance of 4 per cent of the higher wage specified in clause 4 for his occupation.
 - (ii) After ten years' continuous service with the same employer, a weekly allowance of 8 per cent of the higher wage specified in clause 4 for his occupation.
- (2) For the purpose of computing the long service allowance, continuous service shall include periods of authorized absence in terms of clause 12 (2) (g), provided that authorized unpaid absence shall not exceed two weeks per annum.

Graad V.

Batteryman	Aanvangsloon: R16.35 per week. Na eerste 12 maande aaneenlopende diens in die graad: R17.25 per week.
Ketelhulp	
Bottelsaalwerkleier	
Sjef	
Afleweringwerkers	
Distribusiewerkeleier	
Oortopopsigter	
Diensbestuurder	
Filtrasihulp	
Eerstehulpman	
Vurkhysswadyrwer	
Algemene faktotum	
Laboratoriumassistent	
Personceelklerk	
Trekkerdrywer	
Magasynwerkleier	

Graad VI.

Bestuurder van 'n geartikuleerde motorvoertuig	Aanvangsloon: R35.95 per week. Na eerste 12 maande aaneenlopende diens in die graad: R37.30 per week.
Toesighouer oor die instandhouding van houers	
Vultoestelbediener	
Hekwagter	
Aftapopsigter	

Graad VII.

Messelaar	Aanvangsloon: R41.10 per week. Na eerste 12 maande aaneenlopende diens in die graad: R42.45 per week.
Timmerman	
Toesighouer, oor ingenieursdienste	
Lokomotiefdrywer	
Toesighouer by hantering van moutmateriaal	
Mouteryopsigter	
Skilder	
Senior bestuurder van geartikuleerde motorvoertuig	
Magasynman	

Graad VIII.

Broueryopsigter	Aanvangsloon: R46.00 per week. Na eerste 12 maande aaneenlopende diens in die graad: R47.35 per week.
Bottelbaanopsigter	
Gisopsigter	
Opsigter oor eindfiltrasie	
Voorfiltrasieopsigter	

Graad IX

Motorelektrisiën	Aanvangsloon: R53.40 per week. Na eerste 12 maande aaneenlopende diens in die graad: R54.75 per week.
Ketelmaker/Sweiser	
Kopersmid	
Dieselwerktuigkundige	
Elektrisiën	
Passer	
Etiketeeersigter	
Takelaar	
Draaier	

Niks in hierdie Ooreenkoms mag die loon verminder van 'n werknemer in die Nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon as die minimum loon wat in hierdie Ooreenkoms voorgeskryf word, betaal is of betaal mag word nie, en sodanige werknemer moet, terwyl hy by dieselfde werkgever werksaam is, steeds die loon betaal word, en geregtig wees om dit te ontvang, wat minstens gelyk is aan sodanige hoër loon, asof sodanige hoër loon die minimum loon ten opsigte van sodanige werknemer is.

5. SPESIALE TOELAE**(A) Langdienstoelae**

(1) 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 lang diens, behoudens die volgende voorwaardes, aan hom betaal word:

- (i) Na vyf jaar ononderbroke diens by dieselfde werkgever, 'n weeklikse toelae van 4 persent van die hoër loon wat in klousule 4 vir sy beroep gespesifiseer word.
 - (ii) Na tien jaar ononderbroke diens by dieselfde werkgever, 'n weeklikse toelae van 8 persent van die hoër loon wat in klousule 4 vir sy beroep gespesifiseer word.
- (2) Ten einde die langdienstoelae te bereken, moet ononderbroke diens geag word alle gemagtigde tydperke van afwesigheid ingevolge klousule 12 (2) (g) in te sluit, met dien verstande dat gemagtigde afwesigheid sonder betaling nie meer as twee weke per jaar mag wees nie.

(B) Holiday Allowance

(1) Each employee in grades V to IX inclusive shall be paid for each completed year of continuous service with the same employer, a holiday allowance equal to the starting wage in clause 4 for his occupation multiplied by two, to be paid on the pay day preceding the start of his period of annual leave together with the accrued ordinary annual leave pay due to him in accordance with the provisions of clause 12. The period of continuous service with the same employer will be calculated on the same basis as sub-clause (A) (2) of this clause.

(2) In the event of an employee terminating his contract of service with an employer, or *vice versa*, the accrued holiday allowance shall not be paid to the employee, who shall then only receive the accrued annual leave pay to which he is entitled under clause 12 (2) (d) of this Agreement. Provided that the provisions of this clause shall not apply in the case of an employee whose contract of service with an employer is terminated due to his having reached the retiring age as determined by the pension schemes of the individual employers.

(C) Quick Change-over Allowance

Whenever, due to unforeseen circumstances, the normal shift programme for employees has to be changed with less than 48 hours' notice to such employees, the employees affected by such quick change-over shall be paid at double the normal rates for the first two shifts after such quick change-over.

(D) General

If an employee has been normally engaged in more than one occupation during the period of twelve months preceding 1st September, and these occupations are in different grades in terms of clause 4, his holiday allowances will be determined by the wage of the grade that he was employed in for the majority of the year.

For the purpose of this clause "normally engaged" shall not mean any period of relief work for which higher remuneration becomes applicable in terms of clause 8.

6. PAYMENT OF EARNINGS

(1) (a) Wages, overtime and any additional allowances, except holiday allowance as defined in clause 5, shall be paid in cash weekly, or on termination of employment if this takes place before the ordinary pay day of the establishment.

(b) Casual employees shall be paid the total remuneration due to them on termination of employment.

(c) All payments to employees shall be made in sealed envelopes, or other containers, which shall be retained by the employees, and which shall carry the following information on the cover:

The employer's name, the employee's name, the employee's occupation, his wage and grade as detailed in clause 4, subject to the provisions of clauses 3 and 8, together with particulars of the amount due to the employee in wages additional allowances, except holiday allowance as defined in clause 5, Sunday time and overtime payments, as well as details of any deductions made therefrom in respect of the period for which payment is being made.

(2) No premium for the training of an employee shall be charged or accepted by an employer, provided that this sub-clause shall not apply in respect of a training scheme to which the employer is legally required to contribute.

(3) No deductions of any description other than the following shall be made from remuneration due to an employee:

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the total remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof, which includes the wage specified in clause 4 of this Agreement and any special allowance which he is normally entitled to as 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.

(B) Vakansietoelae

(1) Elke werknemer in grade V tot en met IX moet vir elke voltooid jaar ononderbroke diens by dieselfde werkgever, 'n vakansietoelae betaal word wat gelyk is aan die aanvangsloon vir sy beroep in klousule 4, vermenigvuldig met twee, en dit moet op die betaaldag wat sy jaarlikse verloftydperk voorafgaan, saam met die gewone jaarlikse verlofbetaling wat hom toeval en ooreenkomstig die bepalinge van klousule 12 aan hom verskuldig is, aan hom betaal word. Die ononderbroke diensydperk by dieselfde werkgever word op dieselfde grondslag as die in subklousule (A) (2) van hierdie klousule bereken.

(2) Ingeval 'n werknemer sy dienskontrak by 'n werkgever beëindig, of omgekeerd, word die vakansietoelae wat hom toeval nie aan die werknemer betaal nie en ontvang hy slegs die jaarlikse verlofbetaling wat hom toeval en waarop hy kragtens klousule 12 (2) (d) van hierdie Ooreenkoms geregtig is: Met dien verstande dat hierdie klousule nie van toepassing is nie in die geval van 'n werknemer wie se dienskontrak met die werkgever beëindig word omdat hy die aftreeleefyd bereik het soos vasgestel deur die pensioenskemas van die individuele werknemers.

(C) Snelwisselingstoelae

Wanneer die gewone skofprogram van werknemers as gevolg van onvoorsiene omstandighede met minder as 48 uur kennisgewing aan dié werknemers verander moet word, moet die werknemers wat deur dié snelwisseling geraak word, besoldig word teen twee maal die gewone loon vir die eerste twee skofte ná die snelwisseling.

(D) Algemeen

Indien 'n werknemer gedurende die tydperk van 12 maande wat 1 September voorafgaan, gewoonlik in meer as een beroep werksaam was, en hierdie beroepe ooreenkomstig klousule 4 in verskillende grade val, moet sy vakansietoelae deur die loon van die graad waarin hy vir die grootste deel van die jaar werksaam was, bepaal word.

By die toepassing van hierdie klousule beteken „gewoonlik in diens was" nie 'n aftoswerktydperk waarvoor 'n hoër besoldiging ingevolge klousule 8 van toepassing word nie.

6. BETALING VAN VERDIENSTE

(1) (a) Lone, oortydbesoldiging, en alle addisionele toelae, buiten vakansietoelae soos in klousule 5 omskryf, moet weekliks in kontant betaal word, of by diensbeëindiging indien dit voor die gewone betaaldag van die bedryfsinrigting plaasvind.

(b) Die totale besoldiging wat aan los werknemers verskuldig is, moet by diensbeëindiging aan hulle betaal word.

(c) Alle bedrae wat aan werknemers betaal word, moet betaal word in verskeide koeverte of ander houe wat die werknemers moet behou en waarop die volgende inligting aan die buitekant daarvan aangebring is:

Die werkgever se naam, die werknemer se naam, die werknemer se beroep, sy loon en graad soos in klousule 4 in besonderhede aangegee, behoudens die bepalinge van klousules 3 en 8, en ook besonderhede van die bedrag wat in loon aan die werknemer verskuldig is, addisionele toelae, uitgesonderd vakansietoelae soos in klousule 5 omskryf, betalings vir Sondagen oortydwerk, en ook besonderhede van alle bedrae wat daar ten opsigte van die tydperk waarvoor die bedrag betaal word, daarvan afgetrek is.

(2) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie, met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van 'n opleidingskema waartoe daar van die werkgever volgens wet vereis word om by te dra.

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

(a) Behoudens andersluidende bepalinge 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 grondslag van die totale besoldiging wat die werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het, met inbegrip van die loon in klousule 4 van hierdie Ooreenkoms gespesifiseer, en enige spesiale toelae in klousules 5 en 11 gespesifiseer waarop hy gewoonlik geregtig is;

(b) met die skriftelike toestemming van die werknemer, hydraes aan 'n pensioenfonds, mediese, en bystandsfonds of die 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 Witwatersrand Brewery Employees' Union.
- (e) Where an employer is legally or by order of any competent court required or permitted to make payment for or on behalf of any employee, any amount so paid.
- (f) With the written consent of the employee, deductions for insurance and savings accounts and staff savings scheme organized by the employer for his employee.
- (g) Subject to sub-clause (1) of this clause, with the written request 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 the total remuneration due at the end of the working week to such employee: (Provided that in the event of an employee terminating his services with the company, the provision of this paragraph will fall away and the employer will be authorized 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.
- (j) A deduction for board and lodging subject to the following provisions:
- (a) No employee shall be required as part of his contract of service to board and/or lodge with his employer or to purchase any goods or hire any property from his employer or from any person nominated by him.
- (b) Whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or in terms of the Bantu Labour Act, 1964, to accept board and/or lodgings with his employer, a deduction not exceeding the amounts specified hereunder may be made:

	Per week
	R
(i) Board	1.50
(ii) Lodging	0.50
Total	2.00

Provided such lodging has been approved by the Council and the local authority concerned.

7. HOURS OF WORK

(1) The ordinary working hours of any employee other than a shift worker engaged in a continuous shift, motor vehicle driver, delivery attendant, senior distribution labourer 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 a shift worker engaged in a continuous shift shall not exceed eight hours per shift or 45 hours per week.

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

(4) No employee other than a shift worker engaged in a continuous shift, a motor vehicle driver, a delivery attendant, senior distribution labourer 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.

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

(6) No employer shall require or permit a female employee to work—

- (i) between six o'clock p.m. and six o'clock a.m.; or
- (ii) after one o'clock p.m. on more than five days in any week.

- (c) heffings ingevolge klousule 15 van hierdie Ooreenkomms;
- (d) met die skriftelike toestemming van die werknemer, bedrae aan ledegeld vir die Witwatersrand Brewery Employees' Union;
- (e) wanneer daar wettiglik of op bevel van 'n bevoegde hof van 'n werkgewer vereis word of wanneer hy toegelaat word om ten behoeve van 'n werknemer 'n bedrag te betaal, die bedrag aldus betaal;
- (f) met die skriftelike toestemming van die werknemer bedrae vir versekering en spaarrekenings en vir personeelspaarskemas wat die werkgewer vir sy werknemers reël;
- (g) behoudens subklousule (1) van hierdie klousule en met die skriftelike toestemming van die werknemer en na goedvinde van die werkgewer, weeklikse aftrekkings 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 werkgewer aan sy werknemer geleen, met dien verstande dat dié bedrae, indien dit op 'n weeklikse grondslag afgetrek word, nie een derde van die totale besoldiging aan die einde van die werkweek aan sodanige werknemer verskuldig, te bowe gaan nie (Met dien verstande dat ingeval 'n werknemer sy diens by die maatskappy beëindig, die bepaling van hierdie paragraaf verval en die werkgewer gemagtig is om die volle saldo van die geld wat aan die werknemer geleen is, af te trek.);
- (i) 'n bedrag aan huurgeld aan die werkgewer verskuldig ten opsigte van eiendom wat aan die werkgewer behoort en deur die werknemer geokkupeer word;
- (j) 'n bedrag vir etes en huisvesting, behoudens die volgende voorwaardes:
- (a) Daar mag nie as deel van die dienskontrak van 'n werknemer vereis word om by sy werkgewer te eet en/of huisvesting van hom aan te neem nie, of goedere te koop of eiendom te huur van sy werkgewer of van enigiemand wat deur hom aangewys word nie.
- (b) Wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of ingevolge die Wet op Bantoe-arbeid, 1964, van hom vereis word om etes en/of huisvesting van sy werkgewer aan te neem, hoogstens die bedrae hieronder gespesifiseer:

	Per week.
	R
(i) Etes	1.50
(ii) Huisvesting	0.50
TOTAAL	R2.00

Met dien verstande dat sodanige huisvesting deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

7. WERKURE

(1) Die gewone werkure van 'n ander werknemer as 'n skofwerker wat 'n ononderbroke skof werk, motorvoertuigbestuurder, afleweringshulp, senior distribusiearbeider 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 skofwerker wat 'n ononderbroke skof werk, mag hoogstens agt uur per skof of 45 uur per week wees.

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

(4) Geen werknemer, uitgesonderd 'n skofwerker wat 'n ononderbroke skof werk, 'n motorvoertuigbestuurder, 'n afleweringshulp, 'n senior distribusiearbeider 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 werktidperke onderbreek deur 'n pouse van korter as 30 minute geag word ononderbroke te wees.

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

(6) Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om—

- (i) tussen 6-uur nm. en 6-uur vm. te werk nie; of
- (ii) na 7-uur nm. op meer as vyf dae in 'n week te werk nie.

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 on which he is normally engaged and shall be paid at the rate laid down for his 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 employee 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 authorized rest or meal period.

(d) The provisions of sub-clause (b) 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 the training in question, and
- (ii) such training does not exceed a period of three consecutive calendar months for employees training for occupations listed under grades II and III of clause 4 of this Agreement, or a period of six consecutive calendar months for employees training for occupations listed under grades IV and V in the said clause 4, or a period of twelve consecutive calendar months for employees training for occupations listed under grades VI, VII, VIII and IX in the said clause 4, and that
- (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 one most favourable to the employee shall apply.

9. PAYMENT FOR OVERTIME, CALL-OUT DUTIES AND WORK ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

(1) (a) 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; provided that no employer shall require or permit a female employee to work overtime—

- (aa) for more than two hours on any day;
- (bb) for more than three consecutive days;
- (cc) for more than sixty days in any year;
- (dd) after the completion of her ordinary working hours, more than one hour on any day unless he has—
 - (i) before midday given such employee notice thereof; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid such an employee an allowance of twenty-five cents, in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

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

(2) (a) Subject to the provisions of sub-clause (3) hereof and clause 11, one and one-half times the employee's normal weekly wage, divided by 45, shall be paid for every hour or part of an hour overtime computed to the nearest quarter of an hour, worked by an employee.

(b) Whenever an employee is actually called upon to perform call-out work at the plant, he shall be paid not less than four hours' pay calculated on his overtime rates for the first call-out, and if he is again called out during the same period of stand-by, he shall be paid only for the time actually worked, at overtime rates.

(3) (a) Subject to the provisions of sub-clause (3) (c) of this clause and clause 11, whenever an employee who normally works a five-day week from Mondays to Fridays is called upon to

8. DIFFERENSIËLE LONE EN ANDER VOORWAARDES

(1) (a) Behoudens die bepalinge hieronder vervat, mag daar van 'n werknemer vereis word om ander pligte as dié wat hy gewoonlik verrig, te verrig, en hy word betaal teen die skaal wat vir sy gewone beroep voorgeskrif is.

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

(c) Die bepalinge van subklousule (b) van hierdie klousule is nie van toepassing nie op 'n werknemer terwyl hy waarmee as plaasvervanger vir 'n ander werknemer wat van diens af is gedurende 'n gemagtigde rus- of etenspouse.

(d) Die bepalinge in subklousule (b) hierbo gemeld, is daarbenewens nie van toepassing nie ten opsigte van 'n tydperk waarin die werknemer *bona fide*-opleiding ondergaan om hom te kwalifiseer vir die verrigting van werk van 'n hoër graad, met dien verstande dat—

- (i) die werkgewer behoorlik administratiewe aantekening gehou het om die aanvangsdatum en die verwagte einddatum van die onderhawige opleidingstydperk aan te dui;
- (ii) sodanige opleiding hoogstens drie opeenvolgende kalendermaande duur vir werknemers wat opgelei word vir beroepe gemeld by Graad II en III van klousule 4 van hierdie Ooreenkoms, of 'n tydperk van ses opeenvolgende kalendermaande vir werknemers wat opgelei word vir beroepe gemeld by Graad IV en V in genoemde klousule 4, of 'n tydperk van twaalf opeenvolgende kalendermaande vir werknemers wat opgelei word vir beroepe gemeld by Graad VI, VII, VIII en IX in genoemde klousule 4; en
- (iii) indien die werkgewer in 'n besondere geval na die verloop van een derde van die betrokke maksimum opleidingstydperk van mening is dat die betrokke werknemer nie sy pligte bevredigende uitvoer nie, moet hy die werknemer hiervan in kennis stel, en indien die werkgewer na die afloop van twee derdes van die betrokke maksimum opleidingstydperk van mening is dat die werknemer nog steeds sy werk onbevredigend verrig, moet die opleiding van genoemde werknemer onmiddellik gestaak word en daar mag nie daarna van genoemde werknemer vereis word, of hy mag nie toegelaat word nie om as plaasvervanger op te tree vir 'n werknemer wie se pligte enige van die pligte insluit in die uitvoering waarvan genoemde werknemer opleiding soos voorheen genoem, ondergaan het.

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

9. BETALING VIR OORTYD ROEPDIENSTE EN WERK OP SATERDAE, SONDAE EN OPENBARE VAKANSIEDAE

(1) (a) Tensy die Raad vooraf sy toestemming verleen het en behoudens die bepalinge van klousule 10 van hierdie Ooreenkoms, mag daar hoogstens tien uur per week oortyd gewerk word; met dien verstande dat geen werkgewer van 'n vroulike werknemer sal vereis of haar toelaat om langer as die volgende oortyd te werk nie—

- (aa) langer as twee uur op 'n dag;
- (bb) op meer as drie agtereenvolgende dae;
- (cc) op meer as 60 dae in 'n jaar;
- (dd) na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag tensy hy—
 - (i) sodanige werknemer voor 12-uur middag daarvan in kennis gestel het; of
 - (ii) sodanige werknemer van 'n voldoende ete voorsien het voordat sy met die oortydwerk moet begin; of
 - (iii) sodanige werknemer betyds 'n toelae van 25 sent betaal het ten einde haar in staat te stel om 'n ete te nuttig voordat daar met die oortydwerk begin moet word.

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

(2) (a) Behoudens die bepalinge van subklousule (3) en klousule 11, moet daar vir elke uur of gedeelte van 'n uur, bereken tot op die naaste kwartier, wat 'n werknemer werk, teen een en 'n half maal die werknemer se gewone weekloon, gedeel deur 45, betaal word.

(b) Wanneer 'n werknemer werklik aangesê word om roepdienste by die brouery uit te voer, moet hy minstens vier uur se loon, bereken op sy oortydloon, vir die eerste roep betaal word, en as hy weer geroep word gedurende dieselfde tydperk van gereedheid, moet hy teen sy oortydloon betaal word, maar slegs vir die tyd wat hy werklik gewerk het.

(3) (a) Behoudens subklousule (3) (c) van hierdie klousule en klousule 11, moet 'n werkgewer sy werknemer, wanneer hy gewoonlik vyf dae per week van Maandae tot Vrydae werk,

work on a Saturday, his employer shall remunerate him on the basis of not less than four hours' pay at one and a half times his normal rate of pay irrespective of the fact that he may be called upon to work less than four hours. If he so works for more than four hours, he shall be remunerated at one and one-half times his normal rate of pay for all hours so worked, computed to the nearest quarter of an hour.

(b) Subject to the provisions of sub-clause (3) (c) of this clause and clause 11, whenever an employee works on a Sunday, his employer shall remunerate him on the following basis:

- (i) If he so works for a period not exceeding four hours, he shall be paid not less than the wage payable in respect of the period ordinarily worked by him on a work day;
- (ii) if he works for a period exceeding four hours, he shall be remunerated at a rate not less than double his wage in respect of the total period worked on such Sunday or which is not less than double the wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.

(c) The provisions of sub-clauses (3) (a) and (b) of this clause shall not apply to a shift worker engaged in a continuous shift.

(4) (a) An employee shall be entitled to and shall be granted leave on all public holidays and shall be paid by his employer an amount of not less than his daily wage in respect of each such holiday as if he had on such day worked his ordinary hours for that day of the week but such employee may, subject to the provisions of sub-clauses (4) (b) and (4) (c) of this clause be required or permitted by his employer to work on any such holiday.

(b) Whenever an employee is required or permitted to work on a public holiday his employer shall, in addition to paying to the employee the amount to which the employee would have been entitled had he not so worked:

- (i) Pay to the employee remuneration at the rate of one and one-half times his normal hourly rate for the hours worked on such a day;
- (ii) provided that an employee working on such a public holiday shall be remunerated an amount which is not less than six hours' wages computed at the normal hourly rate.

(c) And if, on such a public holiday, he works hours in excess of the ordinary hours of work prescribed in clause 7, these additional hours will be paid at double the ordinary hourly rate.

10. EMERGENCY 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

(1) Subject to the provisions contained in the definition of "Shift" and "Shift Worker" respectively, in clause 3, if the shift of a shift worker engaged in a continuous process falls upon a Sunday, payment for the whole shift shall be calculated on the basis of one and one-half times his normal wage, divided by 45:

- (a) Provided that each shift worker shall be given not less than 24 hours off each week which period of 24 hours shall not start until 10 p.m. to midnight of the day on which the previous shift ended, and if he is employed during such an off 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 off period;
- (b) provided further that if the period off work or its major portion shall fall on a public holiday this period will still be considered as the weekly period off work, but the employer shall remunerate him for this period at the rate of eight hours at his normal rate of pay for that day;
- (c) provided further that if on a Sunday he works in excess of the ordinary hours of work prescribed in clause 7, these additional hours will be remunerated at double the ordinary hourly rate.

(2) If the major portion of the shift worked by shift workers falls between the hours of 6 p.m. and 6 a.m., a night shift allowance comprising 12 per cent of the starting wage specified for their occupation in clause 4, divided by six, shall be paid for each shift so worked.

12. PROVISIONS FOR LEAVE

Public Holidays

(1) 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.

besoldig op die grondslag van minstens vier uur se loon teen een en 'n half maal sy gewone loon, ongeag of hy aangesê word om minder as vier uur te werk. As hy aldus langer as vier uur werk, moet hy besoldig word teen een en 'n half maal sy gewone loon vir alle ure aldus gewerk, bereken tot die naaste kwartier.

(b) Behoudens die bepalings van subklousule (3) (c) van hierdie klousule en klousule 11, moet die werkgewer sy werknemer elke keer wat hy op 'n Sondag werk, op die volgende grondslag besoldig:

- (i) Indien hy aldus hoogstens vier uur werk, minstens die besoldiging aan hom betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n werkdag werk;
- (ii) indien hy aldus langer as vier uur werk, besoldiging teen minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone loon ten opsigte van die tydperk gewoonlik op 'n werkdag deur hom gewerk, naamlik die grootste bedrag.

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

(4) (a) 'n Werknemer is geregtig op en moet verlof verleen word op alle openbare vakansiedae en sy werkgewer moet hom ten opsigte van elke sodanige vakansiedag 'n bedrag betaal wat minstens gelyk is aan sy dagloon asof hy op sodanige dag sy gewone ure vir daardie dag van die dag gewerk het, maar 'n werkgewer mag van odanige werknemer vereis of hom toelaat om, behoudens die bepalings van subklousule (4) (b) en (4) (c) van hierdie klousule, op enige sodanige vakansiedag te werk.

(b) Wanneer daar van 'n werknemer vereis word, of hy toegelaat word om op 'n openbare vakansiedag te werk, moet die werkgewer die werknemer, benewens die bedrag waarop die werknemer geregtig sou wees indien hy nie aldus gewerk het nie, die volgende betaal:

- (i) Besoldiging teen een en 'n half maal die uurloon van die werknemer vir die ure wat op sodanige dag gewerk word;
- (ii) met dien verstande dat 'n werknemer wat op sodanige openbare vakansiedag werk minstens 'n bedrag aan besoldiging betaal moet word wat gelyk is aan die loon vir ses uur, bereken teen die gewone uurloon.

(c) En indien hy op sodanige openbare vakansiedag langer ure werk as die gewone werkure wat in klousule 7 voorgeskryf word, moet daar vir die addisionele ure teen dubbel die gewone uurloon betaal word.

10. NOODWERK

Ondanks andersluidende bepalings in klousule 7 en subklousule (1) van klousule 9 van hierdie Ooreenkoms, is geen beperkings wat deur genoemde klousule opgelê word van toepassing op 'n manlike werknemer terwyl hy werk verrig wat noodsaaklik gemaak is deur 'n onklaarraking van installasie of masjinerie of deur 'n ander onvoorsiene 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

(1) Behoudens die bepalings in die woordskrywing van „skof” en „skofwerker” in klousule 3, indien die skof van 'n skofwerker wat in 'n ononderbroke proses werksaam is, op 'n Sondag val, word die betaling, vir die hele skof bereken op die grondslag van een en 'n halfmaal sy gewone loon, gedeel deur 45:

- (a) Met dien verstande dat elke skofwerker elke week minstens 'n 24 uur vry gegee word, en sodanige tydperk van 24 uur mag nie voor 10 nm. tot middernag op die dag waarop die vorige skof geëindig het, begin nie, en indien hy gedurende sodanige vry tyd werk, moet hy minstens twee maal sy gewone betaling vir een dag betaal word, soos omskryf in klousule 3 van hierdie Ooreenkoms, afgesien van die aantal ure wat daar gedurende sodanige vry tyd gewerk is;
- (b) voort met dien verstande dat indien die vry tyd, of die grootste gedeelte daarvan, op 'n openbare vakansiedag val, hierdie tydperk nog steeds as die weeklike vry tyd geag word, maar die werkgewer moet hom vir hierdie tydperk besoldig teen sy gewone loon vir agt uur vir daardie dag;
- (c) voorts met dien verstande dat indien hy op 'n Sondag langer ure werk as die gewone werkure in klousule 7 voorgeskryf, hy vir hierdie addisionele ure teen dubbel die gewone uurloon besoldig moet word.

(2) Indien die grootste gedeelte van die skof wat deur skofwerkers gewerk word, tussen die ure 6 nm. en 6 vm. val, moet 'n nagskoftoelae betaal word wat bestaan uit 12 persent van die aanvangsloon wat in klousule 4 vir hul beroep voorgeskryf word, gedeel deur ses, vir elke skof wat aldus gewerk word.

12. VERLOFBEPALINGS

Openbare Vakansiedae

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

Annual Leave

(2) All employees for whom wages are prescribed in clause 4 of this Agreement shall be granted annual leave on full pay after twelve months' continuous employment with the same employer on the following basis:

(a) Grades I to IV Employees.

(i) During first ten years' continuous employment with the same employer:

Five-day week employees: Ten working days per annum.

Six-day week employees: Twelve working days per annum.

(ii) After ten years of continuous employment with the same employer:

Five-day week employees: Fifteen working days per annum.

Six-day week employees: Eighteen working days per annum.

(b) Grades V to IX Employees.

(i) During the first ten years of continuous employment with the same employer:

Five-day week employees: Fifteen working days per annum.

Six-day week employees: Eighteen working days per annum.

(ii) After ten years' continuous employment with the same employer:

Five-day week employees: Twenty working days per annum.

Six-day week employees: Twenty-four working days per annum.

(c) In the event of any public holiday falling in the period of annual leave, it shall be added to such period of leave.

(d) In the event of an employee being discharged for any reason whatsoever, or leaving the service of his employer, he shall be paid:

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

(iii) in the case of employees referred to in sub-clause (2) (b) (i) of this clause, one quarter of the weekly wage prescribed in clause 4 for each four weeks' service in respect of which leave of absence on full pay has not been granted;

(iv) in the case of employees referred to in sub-clause (2) (b) (ii) of this clause, one third of the weekly wage prescribed in clause 4 for each four weeks' service in respect of which leave of absence on full pay has not been granted;

(e) Annual leave shall, if practicable, be taken at any time after 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 no employee shall be entitled to leave during the months October to January inclusive but that leave during the said months shall be at the entire discretion of the Management.

(f) Payments 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.

(g) Any period during which an employee—

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

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

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

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

shall be deemed to be employment for the purpose of this clause.

(h) 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 on full pay shall be granted in any twelve months.

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

Jaarlikse Verlof

(2) Alle werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, moet na twaalf maande ononderbroke diens by dieselfde werkgever op die volgende grondslag jaarlikse verlof met volle betaling verleen word:

(a) Werknemers in graad I tot IV.

(i) Gedurende die eerste 10 jaar ononderbroke diens by dieselfde werkgever:

Werknemers wat vyf dae in 'n week werk: Tien werkdae per jaar.

Werknemers wat ses dae in 'n week werk: Twaalf werkdae per jaar.

(ii) Na 10 jaar ononderbroke diens by dieselfde werkgever:

Werknemers wat vyf dae in 'n week werk: Vyftien werkdae per jaar.

Werknemers wat ses dae in 'n week werk: Agtien werkdae per jaar.

(b) Werknemers in graad V tot IX.

(i) Gedurende die eerste 10 jaar ononderbroke diens by dieselfde werkgever:

Werknemers wat vyf dae in 'n week werk: Vyftien werkdae per jaar.

Werknemers wat ses dae in 'n week werk: Agtien werkdae per jaar.

(ii) Na 10 jaar ononderbroke diens by dieselfde werkgever:

Werknemers wat vyf dae in 'n week werk: Twintig werkdae per jaar.

Werknemers wat ses dae in 'n week werk: Vier-en-twintig werkdae per jaar.

(c) Ingeval 'n openbare vakansiedag binne die jaarlikse verloftydperk val, moet dit by dié verloftydperk gevoeg word.

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

(i) In die geval van 'n werknemer bedoel in subklousule (2) (a) (i) van hierdie klousule betaling vir een dag vir elke kalendermaand diens, ten opsigte waarvan afwesigheidsverlof met volle betaling nie verleen is nie;

(ii) in die geval van 'n werknemer bedoel in subklousule (2) (a) (ii) van hierdie klousule een kwart van die weekloon voorgeskryf in klousule 4 vir elke vier weke diens ten opsigte waarvan afwesigheidsverlof met volle betaling nie verleen is nie;

(iii) in die geval van 'n werknemer soos bedoel in subklousule (2) (b) (i) van hierdie klousule een kwart van die weekloon voorgeskryf in klousule 4 vir elke vier weke diens ten opsigte waarvan afwesigheidsverlof met volle betaling nie verleen is nie;

(iv) in die geval van 'n werknemer soos bedoel in subklousule (2) (b) (ii) van hierdie klousule een derde van die weekloon voorgeskryf in klousule 4 vir elke vier weke diens ten opsigte waarvan afwesigheidsverlof met volle betaling nie verleen is nie.

(e) Jaarlikse verlof moet, indien doenlik, te eniger tyd ná 1 April van elke jaar gemeen word ooreenkomstig 'n reëling met die bestuur van elke bedryfsinrigting. Sodanige verlof moet gemeen word binne vier maande vanaf die datum waarop dit verskuldig word, met dien verstande dat 'n werknemer nie gedurende die maande Oktober tot en met Januarie op verlof geregtig is nie, maar dat verlof gedurende gemelde maande geheel en al van die goedvinde van die bestuur afhang.

(f) Betaling ten opsigte van die jaarlikse verloftydperk wat verskuldig is, moet voor of op die laaste werkdag voor die aanvang van die verloftydperk geskied.

(g) Enige tydperk waartydens 'n werknemer—

(i) inegvolge hierdie klousule met verlof is; of

(ii) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, tot 'n maksimum van vier maande;

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

(iv) weens siekte ooreenkomstig subklousule (3) van hierdie klousule van die werk afwesig is;

word vir die toepassing van hierdie klousule geag diens te wees.

(h) Enige geleentheidsverlof met volle besoldiging moet van die jaarlikse verlof wat vir elke jaar diens oploep, afgetrek word, met dien verstande dat hoogstens drie dae geleentheidsverlof met volle betaling in 12 maande toegestaan mag word.

(i) 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 bepalings van hierdie klousule met betaalde verlof is nie.

Sick Leave

(3) Subject to the submission of a doctor's certificate of illness, if the period of absence exceeds two days—

- (i) an employee who after more than twelve weeks' continuous service, but who has had less than three years' continuous service with the same employer, is absent from duty through illness, he shall be granted in any period of twelve months:
 - (a) In a five-day working establishment, full pay for an aggregate of fifteen working days for such absence;
 - (b) in a six-day working establishment, full pay for an aggregate of eighteen working days for such absence, provided that an employer may, as a condition precedent to payment by him of any amount claimed in terms of this sub-clause by an employee in respect of any absence from work on the work day immediately preceding or the work day immediately succeeding a Sunday or any public holiday, require the employee to produce a medical certificate signed by a registered medical practitioner stating the nature and duration of the employee's illness.
- (ii) (a) If an employee who has had three years of continuous service with the same employer, is absent from duty through illness, he shall be granted an aggregate of nine weeks' sick leave on full pay for every three year cycle commencing on April 1st and terminating on March 31st;
- (b) in the event of *bona fide* termination of service of an employee before the expiry of the full sick leave cycle of 36 months, any payment for sick leave granted in excess of paid sick leave due to such employee at the time of termination of his services, calculated on the basis of three weeks' sick leave in respect of every year's continuous service, may be deducted by his employer from any moneys due to the employee.

Special Provision

(4) For the purpose of this clause, "full pay" is the rate of wage which the employee is 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 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: that in the case of an employee who has had less than one year's continuous service with the same employer, the employee or his employer may terminate the contract of service upon 24 hours' notice.

(3) The provision of this clause shall not affect:

- (i) Any agreement between an employer and employee providing for a longer period of notice; or
- (ii) the right of an employer or employee to terminate the contract of service without notice for any good cause recognized by law as sufficient; or
- (iii) casual employees.

(4) 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.

(5) The period of notice referred to in sub-clause (2) of this clause 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.

Siekteverlof

(3) Behoudens die voorlegging van 'n doktersertifikaat, indien die afwesigheids tydperk langer as twee dae duur—

- (i) moet 'n werknemer, indien hy na meer as 12 weke ononderbroke diens, maar minder as drie jaar ononderbroke diens by dieselfde werkgever, weens siekte van sy werk afwesig is, gedurende enige tydperk van 12 maande die volgende toegestaan word:
 - (a) In 'n bedryfsinrigting waar vyf dae in 'n week gewerk word, volle betaling vir altesaam 15 werkdade van sodanige afwesigheid;
 - (b) in 'n bedryfsinrigting waar ses dae in 'n week gewerk word, volle betaling vir altesaam 18 werkdade van sodanige afwesigheid, met dien verstande dat 'n werknemer, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van werk op die werkdag onmiddellik vóór of onmiddellik ná 'n Sondag of 'n openbare feesdag, van die werknemer kan vereis om 'n doktersertifikaat in te dien wat geteken is deur 'n geregistreerde mediese praktisyn en wat die aard en duur van die werknemer se siekte aandui.
- (ii) (a) As 'n werknemer wat weens siekte van sy werk afwesig is, indien hy drie jaar ononderbroke diens by dieselfde werkgever gehad het, altesaam nege weke siekteverlof met volle betaling verleen word vir elke kringloop van drie jaar wat op 1 April begin en op 31 Maart eindig;
- (b) mag enige betaling vir siekteverlof wat daar bo en behalwe die siekteverlof met betaling bereken op die grondslag van drie weke siekteverlof ten opsigte van elke jaar ononderbroke diens verleen is, deur die werkgever van enige geld wat aan sy werknemer verskuld is, afgetrek word ingeval van 'n *bona fide*-diensbeëindiging van 'n werknemer voordat die volle siekteverlof-kringloop van 36 maande verloop het.

Spesiale bepaling

(4) 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 langdienstoelae ingevolge klousule 5 van hierdie Ooreenkoms, maar sluit dit nie die wisselende skoftoelae wat ingevolge klousule 11 van hierdie Ooreenkoms betaal word, in nie.

13. DIENSBEÏNDIGING

(1) Geen werknemer mag ontslaan word nie, uitgesonderd om dissiplinêre redes, weens liggaamlike ongeskiktheid of tensy dit noodsaaklik is vanweë slapte in die bedryf, wanneer die werknemers wat eerste in enige graad in 'n afdeling ontslaan moet word, gewoonlik die is met minder as twee jaar ononderbroke diens by dieselfde werkgever, maar uitsonderings 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 dat in die geval van 'n werknemer met minder as een jaar ononderbroke diens by dieselfde werkgever, die werknemer of sy werkgever die dienskontrak met kennisgewing van 24 uur mag beëindig.

(3) Die bepalinge van hierdie klousule raak nie die volgende 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.

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

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

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 of the Council shall issue to every person granted exemptions, 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. EXPENSES OF THE 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 4581, Johannesburg.

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 hereof 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 for a decision.

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 the official languages and in the form prescribed in the regulation under the Act.

19. AGENTS

The Council may 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 agent or agents to institute such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

20. EMPLOYMENT OF JUVENILES

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

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.

14. VRYSTELLINGS

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

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

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

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

15. UITGAWES VAN DIE RAAD

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

Vier sent per week moet deur alle werkgewers van die verdienste van elkeen van die werknemers, uitgesonderd los werknemers, afgetrek word. Die werkgewer moet by die bedrag aldus afgetrek 'n bedrag wat daaraan gelyk staan, voeg en die totale bedrag maandeliks voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, stuur.

16. VAKVERENIGINGSVERTEENWOORDIGERS OP DIE RAAD

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

17. UITLEGGING VAN OOREENKOMS

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

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

18. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting, wat vir sy werknemers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm soos voorgeskryf in die regulasies kragtens die Wet, opplak en opgeplak 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 werkgewer en werknemer om sodanige agente toe te laat om dié navraag te doen en dié boeke en/of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

20. INDIENSNEMING VAN JEUGDIGES

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

21. BEPALINGS VIR WERKOMSKRYWING EN WERKHEROMSKRYWING

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

(2) 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 (1) and (2) of this clause 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 Johannesburg on behalf of the parties on this 13th day of August, 1969.

S. BIESHEUVEL,
Chairman of the Council.

M. A. DE PAIVA,
Vice-Chairman of the Council.

J. B. GRESSE,
Secretary of the Council.

No. R.516.]

[3rd April, 1970.

**FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941**

BREWING INDUSTRY, WITWATERSRAND

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Brewing Industry, Witwatersrand, published under Government Notice R.515 of 3rd April, 1970, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

(2) 'n Werkgewer is ook bevoeg om die omvang van nuwe soorte werk wat nie tans in die Ooreenkoms genoem 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 verbode en dat die Raad so 'n stap goedgekeur het.

(3) Wysigings ingevolge subklousules (1) en (2) van hierdie klousule 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 13de dag van Augustus 1969 te Johannesburg onderteken.

S. BIESHEUVEL,
Voorsitter van die Raad.

M. A. DE PAIVA,
Ondervoorsitter van die Raad.

J. B. GRESSE,
Sekretaris van die Raad.

No. R.516.]

[3 April 1970.

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941**

BROUNYWERHEID, WITWATERSRAND

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Brounywerheid, Witwatersrand, gepubliseer by Goewermentskennisgewing R.515 van 3 April 1970, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

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