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[No. 5740

PROKLAMASIE

van die Staatspresident van die Republiek van Suid-Afrika

No. R. 212, 1977

AANWYSING VAN 'N INRIGTING VIR DOEL-EINDES VAN ARTIKEL 22 VAN DIE WET OP BEWYSLEER IN SIVIELE SAKE, 1965

Kragtens die bevoegdheid my verleen by artikel 22 (1) van die Wet op Bewysleer in Siviele Sake, 1965 (Wet 25 van 1965), wys ek hierby die Wetenskaplike en Nywerheidsnavorsingsraad soos bedoel in artikel 2 van die Wet op die Wetenskaplike Navorsingsraad, 1962 (Wet 32 van 1962), vir doeleindes van genoemde artikel 22 (1) aan.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Durban, op hede die Een-en-twintigste dag van Julie Eenduisend Negehoenderd Sewe-en-sewentig.

N. DIEDERICH, Staatspresident.

Op las van die Staatspresident-in-rade:

J. T. KRUGER.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1825

16 September 1977

WET OP NYWERHEIDSVERSOENING, 1956

BROUNYWERHEID, WITWATERSRAND.—
HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Brounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1980 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangaan 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 (1) (a), 2, 6 (3) (d), 16 en 19, met ingang van die tweede Maandag na die datum van

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PROCLAMATION

by the State President of the Republic of South Africa

No. R. 212, 1977

DESIGNATION OF AN INSTITUTION FOR THE PURPOSES OF SECTION 22 OF THE CIVIL PROCEEDINGS EVIDENCE ACT, 1965

By virtue of the powers vested in me by section 22 (1) of the Civil Proceedings Evidence Act, 1965 (Act 25 of 1965), I hereby designate the Council for Scientific and Industrial Research as referred to in section 2 of the Scientific Research Council Act, 1962 (Act 32 of 1962), for the purposes of the said section 22 (1).

Given under my Hand and the Seal of the Republic of South Africa at Durban this Twenty-first day of July, One thousand Nine hundred and Seventy-seven.

N. DIEDERICH, State President.

By Order of the State President-in-Council:

J. T. KRUGER.

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1825

16 September 1977

INDUSTRIAL CONCILIATION ACT, 1956

BREWING INDUSTRY, WITWATERSRAND.—MAIN
AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Brewing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1980, 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 (1) (a), 2, 6 (3) (d), 16 and 19, shall be binding, with effect from the second

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publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1980 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 6 (3) (d), 16 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Julie 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *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.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BROUNYWERHEID, WITWATERSRAND

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956 (soos gewysig), gesluit deur en aangegaan tussen die

South African Brewing Industry Employers' Association

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

Witwatersrand Brewery Employees' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Brounywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en daarby betrokke of daarin werksaam is;

(b) in die landdrostrikte Alberton, Johannesburg, Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 oorgedra is van die landdrostrik Pretoria) en Krugersdorp (uitgesonderd daardie gedeeltes wat, in gevolge Proklamasie 40 van 21 Februarie 1936 en Goewermentskennisgewing 749 van 19 Mei 1961 oorgedra is van onderskeidelik die landdrostrikte Ventersdorp en Randfontein).

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs van toepassing op werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister kragtens artikel 48 (1) van die Wet vasgestel kan word, en bly van krag vir 'n tydperk van drie jaar of vir sodanige tydperk as wat hy kan bepaal.

3. WOORDOMSKRYWING

(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 bly, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel. Voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"administratiewe klerk—personeel" 'n werknemer wat sy meerdere met klerklike en administratiewe pligte help, die verkoop van maaltydkaartjies kontroleer, los werkers aanstel en alle ander pligte kan uitvoer wat daarmee in verband staan;

"jaarlikse verlof" die verlof met betaling waarop 'n werknemer ingevolge klousule 12 (1) van hierdie Ooreenkoms geregtig is;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat deur die Raad erken word, 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;

Monday after the date of publications of this notice and for the period ending 31 July 1980, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 July 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (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.

S. P. BOTHA, 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 Employers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), 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

(1) The terms of this Agreement shall be observed in the Brewing Industry—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed therein;

(b) in the Magisterial Districts of Alberton, Johannesburg, Kempton Park (excluding those portions which, in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970, were transferred from the Magisterial District of Pretoria) and Krugersdorp (excluding those portions which, in terms of Proclamation 40 of 21 February 1936 and Government Notice 749 of 19 May 1961, were transferred from the Magisterial Districts of Ventersdorp and Randfontein, respectively).

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply in respect of employees for whom wages are prescribed in clause 4 of this Agreement and to the employers of such employees.

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 section 48 (1) of the Act, and shall remain in operation 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;

"administrative clerk—personnel" means an employee who assists his superior in clerical and administrative duties, controls the sale of meal tickets, engages casual labour 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 clause 12 (1) of this Agreement;

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

"ambagsman" 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoolde ambagsman verrig word, en by die toepassing van hierdie woordskrywing 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(8) of artikel 7(3) van genoemde Wet aan hom uitgereik het;

"ambagsman se helper" 'n werknemer wat enigeen van die volgende take verrig:

(a) In die bottelsaal—

(1) bottelvervoerbande—seeppanne herstel en vassit; vervoer-rame herstel en regstel; slytstroke vervang en vassit; dryfkettings herstel en aansit; latbandkettings herstel en insit;

(2) kasvervoerbande—vervoerbande las, rig en span; rollers herstel en insit; dryfkattrole bedek; rame reguit maak; V-bande aansit en rig;

(3) paletmagasyn—rame herstel; rollers herstel en vervang; paletvervoerbande—rame herstel; rollers herstel; dryf- en drakettings herstel; houtlatte aansit;

(5) paletaflaaimasjiene—rame herstel; dryf- en drakettings herstel; leiwiele herstel;

(6) verpakkers en uitpakkers van vol houers—suigkoppe herstel en aansit; mandjies herstel;

(7) onderhoud van kleppe en buise—skoonmaak en vervanging van rubber en pakstukke;

(8) wasters—trôe herstel en aansit; holtes herstel; waterslange vervang; sproeiers herstel;

(9) pasteuriseermasjiene—klimbalkstroke herstel en aansit; rolle, penne en plate aansit; sproeiers herstel, maar nie silwersoldeerwerk nie;

(10) kleppe (Saunders, vleuel- en slustipe)—heeltemaal uitmekaarhaal en opknop;

(11) verbruikerspypstelsels—pypleidings vir water en lug sny, draadsny en aanlê; klampe en steunstukke aansit;

(12) sloping—stropping en verwydering van uitrusting waar 'n hystoestel nie nodig is nie;

(b) In die brouwerk—

(1) bierslange vasmaak;

(2) diafragmas vervang/Saunderskleppe herstel;

(3) V-bande/plat bande aansit/regstel;

(4) pype of stawe volgens lengte sny;

(5) stoomspeders herstel;

(6) isolasiemateriaal herstel en dit waar moontlik aanbring;

(7) monopompe opknop;

(8) vervoerkettings regstel;

(9) gate in plate boor;

(10) gate in plate klop;

(11) met verskillende soorte slypmasjiene werk;

(12) metaaluitgangborde maak en opsit (nie sweiswerk nie);

(13) pype draadsny/sny;

(14) eenvoudige tipes brandblusuitrusting vervang en opsit;

(15) peilglase aanbring;

(16) koppelstukke aan waterleidings aansit;

(17) rollers van vervoertoestelle herstel/nuwe eenhede vervang en aansit;

(18) kondenseerders oopmaak vir skoonmaak/inspeksie—koeltorings;

(19) steunstukke en uitkenplate maak (nie sweiswerk nie);

(20) oliebranders/oliefilters skoonmaak;

(c) By dienste—

(1) eenvoudige roetineversiening van vorkhefswaens;

(2) eenvoudige monterwerk;

(3) lampe en aansitters vervang;

(4) reserweroosters by stoomketels herstel;

(5) motore uitmekaarhaal, skoonmaak en verg;

(6) algemene verfwerk en herstelwerk aan gereedskap (nie sweiswerk nie);

(7) elektriese kables lê, klampwerk en saals aansit (finale aansluitings deur elektrisiëns);

(8) beglasing;

(9) rioler inspekteer, skoonmaak;

(10) asuittrekkers, koolhysers herstel;

(11) steunstukke, klampe saamstel (nie sweiswerk nie);

(12) rou materiaal berei (pype, staalplate, ens. sny);

(13) pype sny, draadsny en aanlê;

(14) in die algemeen vooraf gemerkte gate boor;

(15) paletskermes en slytplate aan hysers herstel;

(16) lug-, haarbuisleiding, ens., met instrumente lê;

"artisan" means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes 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;

"artisan's aide" means an employee who is engaged in any of the following tasks:

(a) In the bottling hall—

(1) bottle conveyors—repair and secure soap trays; repair and adjust conveyor frames; replace and secure wear strips; repair and fit drive chains; repair and install slatband chains;

(2) case conveyors—splice, align and tension conveyor belts; repair and install rollers, cover drive pulleys; straighten frames; fit and align vee belts;

(3) pallet magazines—frame repairs; roller repairs and replacement;

(4) pallet conveyors—repair frames; repair rollers; repair drive and carrier chains; fit timber slats;

(5) depalletisers—repairs to framework; repairs to drive and carrier chains; repairs to idlers;

(6) fulls packers and uncasers—repair and fit suction heads; replacement;

(7) valve and tube maintenance—cleaning and rubber and gasket replacement;

(8) washers—repair and fit troughs; repair pockets; replace hoses; repair sprays;

(9) pasteurisers—repair and fit walking beam strips; fit rolls, pins and plates; repair sprays excluding silver soldering work;

(10) valves (saunders, butterfly and gate type)—complete strip and overhaul;

(11) service pipe systems—cut, thread and install pipelines for water, air; fit clamps and brackets;

(12) demolition—stripping and removal of equipment not requiring lifting tackle.

(b) In brewing—

(1) strapping up beer hose;

(2) changing diaphragms/repairing saunders valves;

(3) fitting/adjusting vee belts/flat belts;

(4) cutting pipes, bar to length;

(5) repairing steam traps;

(6) repairing insulation and fitting insulation where possible;

(7) overhauling mono pumps;

(8) adjusting conveyor chains;

(9) drilling holes in plate;

(10) tapping holes in plate;

(11) using various grinding machines;

(12) putting up signs, making sign boards—metal (excluding welding);

(13) screwing/cutting pipes;

(14) replacing and fixing up simple type fire equipment;

(15) fitting sight glasses;

(16) fitting couplings to water lines;

(17) repairing rollers in conveyors/renewing and fitting new units;

(18) opening up condensers for cleaning/inspection—cooling towers;

(19) making brackets and identification plates (excluding welding);

(20) cleaning oil burners/filters.

(c) In services—

(1) routine simple servicing of fork lift trucks;

(2) simple rigging;

(3) lamp and starter changing;

(4) repairs to spare grates on boilers;

(5) strip, clean, paint motors;

(6) general painting and tool repairs (excluding welding);

(7) running electrical cables, clamping and saddling (final connections by electricians);

(8) glazing;

(9) drain inspection, cleaning;

(10) repairs to ash extractors, coal elevators;

(11) making up brackets, clamps (excluding welding);

(12) preparation of raw materials (cutting pipes, steel plate, etc.);

(13) cutting, threading and installing pipes;

(14) general drilling of pre-marked holes;

(15) repairing pallet guards and wear plates on hysers;

(16) running instrument air, capillary line, etc.;

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

"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, kan verrig: Met dien verstande dat dié pligte nie die selfstandige gebruik van gereedskap meebring nie;

"batteryman" 'n werknemer wat batterye vir vrkhuyswaens en motorvoertuie omruil en laai en wat kan help om toesig te hou oor drywers en om nuwe drywers in pakhuisprosedure op te lei; wat vrkhuyswaens volgens 'n beplande onderhoudsprogram onttrek en meganiese foute waarvan hy bewus is, rapporteer; wat soms as 'n drywer van 'n vrkhuyswa diens doen; en wat alle ander pligte wat daarmee in verband staan, kan uitvoer;

"mengerversorger" 'n werknemer wat bierslange van die rypingstenks na die filter oor die menger en vlekvrystaalhoofleiding verbind, wat die menger gebruik om die pype voor gebruik met water te vul, om van een tenk na 'n ander oor te skakel, en om die pype ná gebruik met water uit te spoel; wat bierslange en hoofleidings verbind vir sirkulasie met bytmiddels, en wat alle ander pligte wat daarmee in verband staan, uitvoer;

"ketelversorger" 'n werknemer wat gedurende skofwerk aandag bestee aan die werking van outomaties beheerde stoomketels; die verwydering van as uit die ketelkamer na ashope; die vervoer van steenkool na die bunkers van outomatiese steenkoolhanteerinstallasies; dié algemene skoonmaak- en ongeskoolde werk verrig wat nodig sal wees wanneer hy help met die jaarlikse voorbereiding van stoomketels vir inspeksie, en wat enige ander werk kan doen wat daarmee in verband staan;

"ketelbediener" 'n werknemer wat gedurende skofwerk toesig hou oor die werking van nie-outomaties beheerde stoomketels, die verwydering van as uit die ketelkamer na ashope en die vervoer van steenkool na die bunkers van nie-outomaties beheerde steenkoolhanteerinstallasies; wat toesig hou oor sodanige algemene skoonmaakwerk en pligte van ongeskoolde werkers as wat nodig sou wees wanneer hy help met die jaarlikse voorbereiding van stoomketels vir inspeksie, en wat enige ander werksaamhede kan verrig wat daarmee in verband staan;

"bottelwasmasjierversorger" 'n werknemer wat aandag gee aan die werking van 'n enkelentwasmasjien, die toevoerleidings vir verskillende bottelgroottes wissel, die varsbytmiddelafdeling berei, toesig hou oor die gereelde skoonmaak van siwwe en die verwydering van etikette van die etiketafvoergebied af, seker maak dat die bytsoda uit die wasmasjien gepomp en die wasmasjien gereeld skoongemaak word, en wat alle ander pligte uitvoer wat daarmee in verband staan;

"bottelsaalspanleier" 'n werknemer wat help met die toesig oor die bottelsaalspersoneel en seker maak dat hulle in hul werk opegelei is, dat hulle doeltreffend werk en dat aflossers beskikbaar is, wat help met klerklike werk in verband met die arbeidsbeheer van die eenheid, en van wie vereis kan word om bykomende take by 'n bottel-/inmaakeenheid of vervoerbandstelsel uit te voer sodat die eenheid maksimaal aan die werk gehou word, en wat moeilikhede aan sy meerdere rapporteer;

"bottelarbeidsklerk" 'n werknemer wat sy meerdere help deur klokkaarte in te vul, absenteïsme te rapporteer, los arbeid aan te vra, etekaartjies te verkoop, verlofdokumetering te versorg, ens., en wat alle ander pligte uitvoer wat daarmee in verband staan;

"spanleier 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, berei, draf op spoorwegtrokke laai, sakke moutstof na spoorwegplatforms toe vervoer, swaelsuur by suurpompe voeg en alle ander pligte uitvoer wat daarmee in verband staan;

"spanleier by die skoonmaak van die brouafdeling" 'n werknemer wat aan sy meerdere verantwoordelik is vir die sindelikhed van die binnekante van geboue by die brouery, rypingskelders, filtreer- en giskelders, en wat verantwoordelik is vir die toesig oor die skoonmakers;

"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;

"skilderassistent" 'n werknemer wat masjien- en gebouoppervlakke gereedmaak deur dit skoon te maak en af te skraap, 'n grondlaag verf te gee, en dit met aangemaakte verf te verf, wat ook algemene sjabloonwerk kan verrig en stukke venster-ruite vervang, en alle ander pligte kan uitvoer wat daarmee in verband staan;

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

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

"bytmiddelhandteerder" 'n werknemer wat 'n spesifieke bytoplossing maak; gebruikte bytmiddels skoonmaak om weer gebruik te word; verantwoordelik is vir die sindelikhed van alle uitrusting wat hy gebruik en alle ander pligte kan uitvoer wat daarmee in verband staan;

"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;

"blender attendant" means an employee who connects beer hoses from maturation 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;

"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;

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

"bottle washer attendant" means an employee who attends to the operation of a single-ended washer, changes the infeed guides for different bottle sizes, prepares the fresh caustic compartment, supervises the regular cleaning of screens and removal of labels from the label-discharge area, ensures that the washer is pumped free of caustic soda, cleaned on a regular basis, and who performs any other duties incidental thereto;

"bottling hall team leader" means an employee who assists in the supervision of the bottling hall personnel, ensuring that they are trained in their functions, are working effectively and 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/canning unit or conveyor system to keep the unit functioning maximally, and who reports any difficulties to his superior;

"bottling labour clerk" means an employee who assists his superior by completing clock cards, reporting absenteeism, requesting casual labour, selling meal tickets, attending to leave documentation, etc., and who performs any other duties incidental thereto;

"brewhouse material handling team leader" 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;

"brewing department cleaning team leader" means an employee who is responsible to his superior for the cleanliness of the inside areas of buildings in the brewhouse, maturation cellars, filtration cellars and fermenting cellars, and who is responsible for the supervision of the cleaners;

"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 to 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;

"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 duties incidental 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;

"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;

"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 uitvoer wat daarmee in verband staan;

"deurlopende proses" skofwerk wat in die volgende seksies van 'n bedryfsinrigting uitvoer word: Dié vir mout, brou, gis, die ketelgebou, masjienkamer, kelders en veiligheid;

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

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

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

"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;

"afleweringsassistent" 'n werknemer wat die drywer van 'n voertuig help en toesig hou oor arbeiders by die geleentheid wanneer die werkgewer van gehuurde vervoer gebruik maak, wat die drywer die rigting wys na verskillende uitgange en toesig hou oor die distribusiearbeiders terwyl hulle bier of leë 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 uitvoer wat daarmee in verband staan;

"distribusiepanleier" 'n werknemer wat help om toesig te hou oor afleweringsassistenten 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 kan uitvoer wat daarmee in verband staan;

"distribusiemotorvoertuigdrywer" 'n werknemer wat 'n motorvoertuig en/of motorvoertuig en sleepwa en/of tenkwa dryf en bier aan die groot- en kleinhandel aflewer, al die nodige dokumentasie behartig en geld van die handel invorder, of wat sorg vir die oordrag van bier tussen depots of brouerye, wat toesig hou oor die trokbemanning, en van wie daar daarbenewens vereis word om die olie, brandstof, waterpeil, banddruk en algemene padwaardigheid van die voertuig na te gaan en wat verantwoordelik is vir die sindelikhed daarvan; en vir die toepassing van hierdie omskrywing word dryf geag alle dryftydperke in te sluit en alle tyd wat die drywer bestee aan werk in verband met die voertuie en alle tydperke waartydens hy verplig is om op diens te wees gereed om te dryf;

"diensdrywer" 'n werknemer, uitgesonderd 'n distribusiemotorvoertuigdrywer, wat volgens opdrag motorvoertuie dryf om voorrade af te haal en af te lewer, personeel, boumateriaal en leë houe te vervoer en wat ander pligte uitvoer wat daarmee in verband staan;

"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 paragraaf;

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

"enjinkamerversorger" 'n werknemer wat die operasionele beheer oor die hoofenjinkamer, luginstallasie, mouteryenjinkamer en waterchloroerinstallasie behartig, temperatuur- en druklesings aanteken, die masjinerie noukeurig nagaan om die egale loop daarvan te verseker, wat die CO₂-installasie gereeld inspekteer en 'n konstante CO₂-toevoer handhaaf, en wat daarvoor verantwoordelik is om met veiligheidswerknemers te skakel met die oog op uitroepye;

"enjinkamerbediener" 'n werknemer wat die operasionele beheer oor die broueryenjinkamer, luginstallasie en waterbehandelingskamer behartig, temperatuur- en druklesings aanteken, toesien dat alle masjinerie egalig en doeltreffend loop, die CO₂-installasie inspekteer en sorg dat 'n konstante CO₂-toevoer gehandhaaf word, wat lugtoestande ontvries waar nodig, ander werknemers skakel as die masjinerie en/of installasie onderhoud of herstel vereis, en wat alle ander pligte uitvoer wat daarmee in verband staan;

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

"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;

"continuous process" means shift work performed in the following sections of an establishment: Malting, brewhouse, fermenting, boilerhouse, engine room, cellars and security;

"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, makes coffee and marewu, cleans steam cookers, washes utensils, and performs any other duties incidental thereto;

"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;

"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 assistant" 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;

"distribution team leader" means an employee who assists in the supervision of delivery assistants 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;

"distribution motor vehicle driver" means an employee who is engaged as a driver of a motor vehicle and/or motor vehicle and trailer, and/or road tanker, delivering beer to the wholesale and retail trade and attending to all necessary documentation and who collects moneys from the trade, or making interdepot or interbrewery transfer of beer, who supervises the truck crew, and who, in addition, is required to check oil, fuel, water level, tyre pressures, general roadworthiness and is responsible for the cleanliness of the vehicle; and for the purposes 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;

"duty driver" means an employee other than a distribution 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;

"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;

"engine room attendant" means an employee who is engaged in the operational control of the main engine room, air plant, maltings engine room and water chlorination plant, records temperature and pressure readings, keeps a close check on machinery to ensure their smooth running, regularly inspects the CO₂ plant and maintains a constant CO₂ supply, and is responsible for contacting security employees for call-outs;

"engine room operator" means an employee who is engaged in the operational control of the brewery engine room, air plant and water treatment room, records temperature and pressure readings and checks that all machinery is operating smoothly and efficiently, inspects the CO₂ plant and ensures that a constant supply of CO₂ is maintained, defrosts air conditions when required, contacts other employees when machinery and/or plant requires maintenance and repair, and performs 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;

"gisprosesspanleier" 'n werknemer wat help om toesig te hou oor prosesarbeiders in verband met gisting deur hulle te onder- rig en op te lei, wat 'n reinigingsmiddel deur die bierpype laat 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 ontvangs en gis- byvoeging belug, wat alle uitrusting wat by die gewone werk- saamhede gebruik word, steriliseer en wat alle ander pligte uit- voer wat daarmee in verband staan;

"lisseerkerk—distribusie/pakhuis" 'n werknemer wat doku- mente in verband met klaar aflewings noukeurig nagaan, alle onreëlmatighede of vermiste dokumente aan sy meerder rappor- teer, alle distribusie- of pakhuisdokumente lisseer en alle ander pligte uitvoer wat daarmee in verband staan;

"lisseerkerk—finansieel" 'n werknemer wat aflewingsbewyse, fakture, débet- en kréditbewyse, ens., lisseer en kodeer, dié dokument opspoor as hulle aangevra word, en wat alle ander pligte uitvoer wat daarmee in verband staan;

"vultoeselbediener" 'n werknemer wat 'n vultoesel in 'n deur- lopende proseseenheid bedien, bottels doeltreffend en ekonomies vul en doppies daarop sit, verseker dat lug uitgesluit word, wat let op die spoed van die vultoesel, wat die vul- en kroontoestel wysig om bottels van verskillende groottes te neem, die vultoesel aan die einde van die skof aftap en skoonmaak, die vervoer- bande tussen die wasser en die pasteuriseerder beheer, die vul- toestelbuise en -kleppe versien, vultoeselversorgers oplei en toesig hou oor proseswerkers en -arbeiders om en by die vultoe- stel, en alle ander pligte uitvoer wat daarmee in verband staan;

"vultoeselhulp" 'n werknemer wat 'n vultoesel bedien deur sy meerdere te help om bier en water af te tap as produksie afge- sluit of aan die gang gesit word, wat die masjien afskakel as daar onreëlmatighede voorkom en dit aan sy meerdere rappor- teer, wat sorg dat die kanasyn genoeg deksels en kroonproppe het, wat alle bottels of kanas wat nie vol genoeg is nie van die vultoesel verwyder, en wat alle ander pligte uitvoer wat daar- mee in verband staan;

"filterbediener" 'n werknemer wat die filter bedien, die vloei van die bier reguleer gedurende die werking van die filter, die filtermateriaaldosering stel, die kooldioksiedinhoud in helderbier beheer, die kleur, dysnigheid en luginhoud van die helderbier regstel, die filter skoonmaak en alle ander pligte vervul 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 die stoomdruk op die vereiste peil te hou, water- tens volmaak, en sy meerdere 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 lys opstel, wonde verb- ind, medisyne opmaak wanneer sy meerdere hom opdrag gee om dit te doen, eerstehulp toepas ingeval werkers beseer word, en alle ander pligte uitvoer wat daarmee in verband staan;

"vurkshyswadyrwer" 'n werknemer wat 'n kragvurkshyswa bedien wat gebruik word om paletgoedere te laai, af te laai, te verskuif en te stapel, wat daarbenewens die olie-, brandstof- en waterpeil nagaan, die voertuie skoonmaak, en alle ander pligte uitvoer wat daarmee in verband staan;

"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 skoon hou en alle ander pligte uitvoer wat daarmee in verband staan;

"garageassistent" 'n werknemer wat alle broueryvoertuie smeer en die olie byvul of omruil, wat brandstof uitreik en die nodige dokumentasie byhou, wat die ambagsman met al sy pligte behulpsaam is en wat eenvoudige monterpligte kan uitvoer soos die vervanging van 'n oliebak wat aan hom opgedra is: Met dien verstande dat hierdie pligte onder die regstreekse toesig van die ambagsman uitgevoer word of sy uiteindelijke verant- woordelikheid bly; wat daarbenewens hidrouliese installasies en alle skoonmaaktoestelle bedien, en wat verantwoordelik is vir alle skoonmaakpligte in die garage;

"hekwagter/veiligheidswagmeester" 'n werknemer wat skofte werk en alle voertuie en persone kontroleer en nagaan wat deur die hekke gaan, wat alle inkomende oproepe ontvang as die kantoorskakelbord toe is, alle brouerysleutels kontroleer, tee maak as dit nodig is en alle ander pligte in verband met die bedrywighede van die hekhuise kan uitvoer;

"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-, pleister- en timmerwerk, en wat alle ander pligte uitvoer wat daarmee in verband staan;

"smeerder" 'n werknemer wat 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 hulle opgemerk word, en alle ander pligte uitvoer wat daarmee in verband staan;

"uurloon" die weekloon in klousule 4 van hierdie Ooreen- koms voorgeskryf, gedeel deur 45;

"fermenting process team leader" means an employee who assists in the supervision of process labourers, fermenting, by instructing and training them, circulates detergent solution through beer pipes and sterilises 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 and yeast addition, sterilises all equipment used in the normal operations and who performs any other duties incidental thereto;

"filing clerk—distribution/warehouse" means an employee who scrutinises documents pertaining to completed deliveries, reports any irregularities or missing documents to his superior, files all distribution or warehouse documents and performs any other duties incidental thereto;

"filing clerk—financial" means an employee who files and codes delivery notes, invoices, debit and credit notes, etc., traces same documents as requested 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 pasteuriser, services filler tubes and valves, trains filler attendants and super- vises process attendants and labourers in the vicinity of the filler, and performs any other duties incidental thereto;

"filler relief" 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;

"filtration operator" means an employee who operates the filter, adjusts the beer flow during operation, adjusts the filter material dosing, controls the carbon dioxide content in bright beer, corrects the colour, haze and air content of the bright beer, cleans the filter 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 inci- dental thereto;

"first-aid orderly" means an employee who assists in the first- aid room, prepares dressing materials, sterilises 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 incidental thereto;

"fork lift truck driver" means an employee engaged in operat- ing a power driven fork lift truck used for loading, unloading, moving and stacking palletised goods, and who will in addition check oil, fuel and water level, clean such vehicles and perform any other duties incidental thereto;

"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 artisan in all his duties and may perform simple assembly duties such as the replacement of a sump delegated to him: Provided that these duties are carried out under the direct supervision or remain the ultimate respons- ibility of the artisan who operates in addition hydraulic plant and all cleaning appliances, and is responsible for all cleaning duties in the garage;

"gatekeeper/security sergeant" 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 switch- boards are closed, controls all brewery keys, makes tea when necessary 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 performs any other duties incidental thereto;

"greaser" means an employee who 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;

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

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

"etiketteermasjienbediener" 'n werknemer wat nagaan of die kopstukke van etiketteermasjiene behoorlik werk en of die bottels korrek geëtiketteer word, wat ophopings opruim en wanneer nodig sy meerdere roep, eenhede bly voorsien van etikette en nagaan of hulle die oppikplate voer, etikette wat geval het of gebreekte glas uit die masjiene verwyder, sy meerdere help om die etiketteermasjiene te stel om verskillende bottels en etikette te neem, en alle ander pligte uitvoer wat daarmee in verband staan;

"etiketteerinspekteur" 'n werknemer wat nagaan of bottels reg geëtiketteer is as hulle die etiketteermasjiene verlaat, wat defekte bottels van die vervoerband verwyder en alle ander pligte uitvoer 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. relatiewe digtheid bepaal, temperatuur meet, en die nodige berekenings maak en die tersaaklike dokumente byhou, en wat alle ander pligte uitvoer wat daarmee in verband staan;

"laboratoriumassistent—bottel" 'n werknemer wat die gehalte in die bottel- of inmaakafdeling nagaan deur die bysterkte, die lug in die boriimte, die totale hoeveelheid lug, die CO₂-inhoud, vulinhoud, dubbelnaatevaluering, ens., te toets, en wat die bevoegdheid besit om die produksie stop te sit as daar 'n ernstige gehaldefek ontstaan;

"laboratoriumassistent—verpakking" 'n werknemer wat die rou bottelmateriaal inspekteer en nagaan vir parameters soos kleur, geregistreerde kunswerk, evaluering van kanneltjies se nate, WACO-aanslag, ens. gaan, en ook willekeurige verpakte biermonsters ondersoek om vas te stel of daar defekte in die verpakking is deur te toets of die etikette nie skeef sit nie maar in lyn is, of die vulinhoud reg is, ens.;

"arbeider" 'n werknemer wat liggaamlike arbeid verrig en wie se pligte een of meer van die volgende werksaamhede insluit, of onder toesig of volgens opdrag: die uitvoer van algemene en spesifieke skoonmaakpligte, die hantering, of met die hand of met handbediende uitrusting wat materiaal hanteer, van rou materiaal, verpakkingsmateriaal, -hegstukke en -additiewe, bierprodukte en neweprodukte en afvalmateriaal, asook die sortering van sodanige materiaal en hul plasing in die regte houters, die afkeur van materiaal en produkte wat nie in 'n goeie toestand is nie of verkeerd verpak is, en die palletisering van materiaal en produkte volgens vooraf gestelde patrone;

"wasseryversorger" '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 naaimasjienbediener toesig hou, gewaste en gestrykte kledingstukke sorteer en opberg en skoon kledingstukke uitreik, en wat alle ander pligte kan uitvoer wat daarmee in verband staan;

"reg" ook gemene reg, d.w.s. 'n wet wat die gemeenskap bind; "verligtingsassistent" 'n werknemer wat daarvoor verantwoordelik is om die ligte wat nie werk nie orals in die brouery na te gaan en om gloeilampies en buise wat buite werking is te vervang, en om glaskappe op aanvaag te vervang;

"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 kan nagaan en minder belangrike her- en verstelwerk verrig, en alle ander pligte uitvoer wat daarmee in verband staan;

"masjienversorger" 'n werknemer wat een of meer van die volgende masjiene bedien en eenvoudige klerklike en ander pligte uitvoer wat daarmee in verband staan: adressograaf, baalmasjiene, drapakmasjiene, depalettiseermasjiene, drafmasjiene, moutmeul, moutroostermasjiene, meganiese vee- en wasmasjiene, doosvervaardigingsmasjiene, palettiseermasjiene, bindmasjiene, krimpoe-draalmasjiene, meganiese uitpakmasjiene, volhouerpakmasjiene, pasteuriseermasjiene;

"onderhoudsmagasynklerk" 'n werknemer wat sy meerdere help met die ontvangs en uitreiking van voorraad en toepaslike dokumentasie en wat alle ander pligte uitvoer wat daarmee in verband staan;

"mouteryprosesarbeiderspanleier" 'n werknemer wat toesig hou oor prosesarbeiders in die moutery wat in die ontkiemingsafdelings werk deur die doeltreffendheid van hul werk na te gaan en nuwe werknemers op te lei, wat groenmout in lossers kan laai, lê ontkiemingsafdelings kan skoonmaak, blaaswaaiers en afdelingswaaiers kan afskakel, groenmoutroerinrigtings kan bedien, en wat alle ander pligte kan uitvoer wat daarmee in verband staan;

"mouterytoesighouer" 'n werknemer wat toesig hou oor werkers deur werk aan hulle toe te wys en steekproewe te doen, wat in beheer is van die werk- en oondproses volgens die huidige spesifikasies, waarby inbegrepe is die bediening van blaaswaaiers,

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

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

"labeller operator" 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 inspector" means an employee who checks that bottles are correctly labelled once they leave the labelling machine, removes any faulty bottles from the conveyor and performs any other duties incidental thereto;

"laboratory assistant" means an employee who assists quality control technicians by cleaning and sterilising 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. relative densities, measuring temperatures, executes the necessary calculations and keeps the relevant documents and who may perform any other duties incidental thereto;

"laboratory assistant—bottling" means an employee who performs quality checks on the bottling or canning line by testing for caustic strength, air in headspace, total air, CO₂ content, fill volume, double seam evaluation, etc., and has the authority to stop production should a serious quality defect arise;

"laboratory assistant—packaging" means an employee who inspects and checks bottling raw materials for such parameters as colour, registered artwork, can seam evaluation, WACO rating, etc., and is also involved in taking random packaged beer samples to determine defects in the packaging by testing for label skewness, label alignment, fill volume, etc.;

"labourer" means an employee who performs physical labour and whose duties may include one or more of the following activities, either under supervision or upon instruction: The performance of general and specific cleaning duties, the handling, either manually or by means of manually operated material handling equipment, of raw materials, packaging materials, adjuncts and additives, beer products and by-products, and waste materials, including the sorting of such materials and placing them into the correct containers, and the rejection of material and products which are not in good condition or are incorrectly packaged, and the palletising of materials and products according to pre-set patterns;

"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;

"law" includes common law, i.e. a law binding the community;

"lighting assistant" means an employee responsible for checking all areas of the brewery for lights that might not be working and to replace bulbs and tubes that are out of order, and for replacing globes on requisition;

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

"machine attendant" means an employee who operates one or more of the following machines and performs simple clerical and other duties incidental thereto: Addressograph, baling machine, carry-pack machine, depalettiser, spent grains machine, malt mill, malt roaster, mechanical sweeper and washer, box forming machine, palletiser, strapping machine, shrink-wrap machine, mechanical uncaser, fulls packing machine, pasteuriser;

"maintenance stores clerk" means an employee who assists his superior with the receiving and issuing of stock and relevant documentation and who performs any other duties incidental thereto;

"maltings process labourer—team leader" 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

vervoerbande, hysers, oondwaaiers, ontkiemings- en sifmasjinerie, 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 aantekene en die nodige berekenings doen en klerklike werk verrig, en alle ander pligte uitvoer wat daarmee in verband staan;

"rypingspanleier" 'n werknemer wat aan die rypingsopsigter verantwoordelik is vir die teken van temperatuurkaarte, die nagaan van bytsterkte en sirkulasie, die nagaan van alle stadia van biervoer, die skoonmaakwerkzaamhede in die kelders, en alle ander pligte wat daarmee in verband staan;

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

"menger" enige werknemer wat kleurmiddels afmeet en die kleurmiddels met die onbewerkte grondstowwe meng, seker maak dat die grondstowwe nie klam is nie en enige ander werk verrig wat daarmee in verband staan;

"maandloon", behalwe in die geval van 'n los werknemer, die weekloon vermenigvuldig met vier en een derde;

"motorfietsbode" 'n werknemer, uitgesonderd 'n diensdrywer of 'n drywer van 'n distribusiemotorvoertuig, wat 'n motorfiets volgens opdrag dryf by die aflewering en afhaal van pos en boodskappe en wat ander pligte in verband daarmee uitvoer;

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

"ander werk met besoldiging" werk wat 'n werknemer in stryd met klousule 12 (1) (i) van hierdie Ooreenkoms gedurende sy tydperk van jaarlikse verlof met besoldiging, by 'n werkgever, uitgesonderd sy gewone werkgever, aanvaar of wil aanvaar;

"verpakkingsmateriaalopsigter" 'n werknemer wat verpakkingsmateriaalvoorrade ontvang, toesig hou oor die stapeling van sodanige materiaal, die toepaslike dokumentasie invul, die uitreiking van materiaalbenodigdhede kontroleer, voorraadsyfers indien en alle ander pligte uitvoer wat daarmee in verband staan;

"paletheelmaker/kartonstikker" 'n werknemer wat palette wat nog gebruik kan word, heelmaak met bruikbare dele wat uit ou of erg beskadigde nuwe palette verkry word, nuwe kartonne stik en effens beskadigde kartonne heelmaak deur stroke daaroor te stik, onbruikbare palette en kartonne vernietig en dit 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 uitvoer wat daarmee in verband staan;

"korrelmasjienebediener" 'n werknemer wat 'n korrelmasjiene bedien en stel, drafdroogmasjiene beheer, sakke draf massameet, die massa opteken en alle ander pligte uitvoer wat daarmee in verband staan;

"plastiekmasjienebediener" 'n werknemer wat die plastiekkuitdrukkinstallasie bedien, die oliedruk, watervloei, temperatuur en grondstowwe nagaan en verstel, voorrade grondstowwe en vervaardigde plastiekkrate opneem, beheer uitoefen oor die arbeiders in die fabriek en alle ander pligte uitvoer wat daarmee in verband staan;

"drukkamersversorger" 'n werknemer wat die volgende masjiene in die drukkamer versorg om in die drukbehoefes van alle afdelings te voorsien: rubberdruklitografiepers, diensfotostaatmasjiene, fikseerfotostaatmasjiene en repiemasjiene, en wat tee en koffie maak en bedien;

"prosesversorger—brouery" 'n werknemer wat sommige van of al die volgende werksaamhede in die brouery verrig: Die peil in warmvloeistofte behaer deur kleppe oop en toe te maak, en wat onder toesig hop, hopkonsentrate en suiker by brouers kan byvoeg; monsters kan neem; wort na die warmwortontvanger en hopdraf na die hopwaentjies en draf na die droogskuur toe kan pomp; sout, gips en kalsiumchloried vir brouers kan massameet; die opsigter kan help om die meliekooktoestel te bedien; die binne- en buitekant van die brouvate en die werkplek kan skoonmaak; en alle ander pligte kan uitvoer wat daarmee in verband staan;

"prosesversorger—helderbier" 'n werknemer wat vlekvrystaalpype aan helderbierentens konnekteer, en helderbierentens via die karboniseerder deur middel van bierslange konnekteer om helderbierentens te vul; die lugdruk op tenks beheer terwyl hulle gevul word; leë helderbierentens skoonmaak en steriliseer, alle bierslange en vlekvrystaalpype konnekteer om 'n bytmiddel daardeur te laat sirkuleer en wat alle ander pligte kan uitvoer wat daarmee in verband staan;

"prosesversorger—gisting" 'n werknemer wat help om worttemperatuur en die druk in pype by afkoeling te reguleer; bytsoda en warmwater deur pype te laat sirkuleer voordat wort afgekoel word; wortontvanger, sentrifuge, warmte-uistral-apparate, pype en warmwater- en bytsodatenks skoon te maak; en alle ander pligte uit te voer wat daarmee in verband staan;

and slides and pushing stopstart 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;

"maturation team leader" means an employee who is responsible to the maturation supervisor for the plotting of temperature charts, checking on caustic strengths and circulation, checking on all stages of beer transfers, the cleaning activities in the cellars, and any other duties incidental thereto;

"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;

"mixer" means any employee who measures out pigment and mixes the pigment with the plastics raw material, ensures that the raw material is not moist and performs any other duties incidental thereto;

"monthly wage" means, except in the case of a casual labourer, the weekly wage multiplied by four and one-third;

"motor cycle messenger" means an employee other than a duty driver or a distribution motor vehicle driver who drives a motor cycle as instructed in the delivery and collection of post and messages and who performs any other duties incidental thereto;

"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 (1) (i) of this Agreement, during the period of his paid annual leave;

"packaging materials overseer" means an employee who receives packaging material stocks, supervises the stacking of such materials, completes relevant documentation, controls the issuing of material requirements, submits stock figures and performs any other duties incidental thereto;

"pallet repairer/carton stitcher" 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;

"pelletiser" means an employee who operates and adjusts a pelletising machine, controls spent grain driers, mass-measures bags of spent grain pellets, records the mass and performs any other duties incidental thereto;

"plastics operator" means an employee who operates the plastic extrusion plant, checks and adjusts oil pressure, water flow, temperature and raw material, takes stock of raw material and manufactured plastic crates, controls the labour on the plant and performs any other duties incidental thereto;

"printing machine attendant" means an employee who attends to the following machines in the printing room to meet the printing requirements of all departments: Offset litho machine, service photostat machine, fix photostat machine, shredding machine, and who makes and serves tea and coffee;

"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; mass measure 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 sterilising 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, centrifuge, paraflo, pipes and hot water and caustic soda tanks; and performing any other duties incidental thereto;

"prosesversorger—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 uitvoer soos die verwydering van watte uit filters, en alle ander pligte wat daarmee in verband staan;

"prosesversorger—oond- en graderingswerk" 'n werknemer wat 'n oondvloer met ontkiemde gars vul en dit gelykmaak; op gars-sifmasjinerie let vir die behoorlike werking, moutstofsakke wat aan uitlaatstukke vir kaf en stof vas is, omruil, en wat daarbenewens 'n outomatiese massameetmasjien vir die verseëling en stapeling van gars bedien, plate in die ontkiemingsafdelings terugplaas, help om die afdelings te vul en hulle voorberei om leeggemaak te word en alle ander pligte uitvoer wat daarmee in verband staan;

"prosesversorger—weking" 'n werknemer wat gars in vooraf-inweektenks 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 kan help om oondvloere gelyk te maak, en alle ander pligte kan uitvoer wat daarmee in verband staan;

"prosesversorger—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 uitvoer 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;

"tapmasjienvulversorger" 'n werknemer wat verantwoordelik is vir die skoonmaak en sterilisering van die tapuitrusting, die voorbereiding van die masjien vir tapwerk, die volmaak van tapbiervate, die afsluit van die tapwerksaamhede en die algemene sindekliekheid van die tapmasjien en die omliggende terrein;

"tapopsigter" 'n werknemer wat toesig hou oor taparbeiders wat tapuitrusting skoonmaak en in die algemene hanteer; verskillende soorte bier in vate filtreer en tap; die vereiste toetse uitvoer; vir die laboratoriums monsters neem; die nodige klerklike werk doen; help om teruggestuurde vate te was en te inspekteer, en alle ander pligte uitvoer wat daarmee in verband staan;

"veiligheidskorporaal" 'n werknemer wat skofte werk en help by die toepassing van veiligheidsregulasies deur op veiligheids-wagte te let, onreëlmatighede aan sy meerdere te rapporteer, en alle ander pligte kan uitvoer wat daarmee in verband staan;

"veiligheidswag" 'n werknemer wat skofte werk en help om die veiligheidsregulasies op die perseel 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 is na onreëlmatighede en dit aan sy meerdere rapporteer en wat soektogte kan lei om bv. gesteelde eiendom van die maatskappy of wapens te soek, en wat alle ander take verrig wat daarmee in verband staan;

"senior distribusiearbeider" 'n werknemer wat die motorman help om vrage op distribusielorries na te gaan en kassies volgens handelsmerke sorteer en dit so pak dat dit by elke uitgang afge-laai kan word; lê houers volgens palette op die lorries pak en rangskik; en alle ander pligte uitvoer wat daarmee in verband staan;

"senior onderhoudsmagasynklerk" 'n werknemer wat toesig hou oor die ontvangs en uitreiking van voorrade, alle toepaslike dokumentasie behartig en alle ander pligte uitvoer wat daarmee in verband staan;

"diens" dieselfde as "werk" in hierdie Ooreenkoms;

"skof" enige opeenvolgende werktydperk, behoudens klousules 7 en 11 van hierdie Ooreenkoms, in die loop van 'n werkdag, wat deur die werkgever gestel is vir die uitvoering van alle werk-saamhede waarmee 'n werknemer belas is, maar wat nie geag word enige tydperk van oortyd in te sluit wat in klousule 9 van hierdie Ooreenkoms omskryf word nie;

"skofbrouersassistent—gisting" 'n werknemer wat verantwoordelik is vir die oorpasing op die regte tyd van wort of bier deur 'n skoon hoofleiding en slang na skoon en steriliseergisvate. Hy moet ook sorg vir die tempering van alle gisvate en onmiddellik na oorpasing 'n digtheidslesing van elke gisvat neem;

"skofbrouersassistent—Weigelwerkebrouery" 'n werknemer wat 'n skof bestuur ten einde die wort te maak, fyn te maak, volgens die lauterproses fyn te maak en saam met hop te kook ten einde hopwort van die vereiste gehaltestandaard te produ-seer om aan die vereistes van die brouprogram te voldoen; die versorgers te kontroleer en te lei en die gesindheid te bevorder wat nodig is om hierdie algemene doel te bereik; en wat slegs vir die bestuur van die brouery verantwoordelik en aan die skofbrouer aanspreklik is;

"process attendant—finings and primings" means an employee who is engaged in measuring out quantities of sugar primings and finings, injecting them into vessel 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 mass-measuring 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—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 sterilising tankers and vessels, and performing any other duties incidental thereto;

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

"racking machine filling attendant" means an employee responsible for cleaning and sterilising racking equipment, preparing machine for racking operation, filling of draught beer barrels, shutting down racking operations and general cleanliness of the racking machine and surrounding area;

"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;

"security corporal" means an employee who works shifts and who assists in the enforcement of security regulations by checking on security guards, reporting irregularities to his superior, and who may 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 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 maintenance stores clerk" means an employee who supervises the receiving and issuing of stock, attends to all relevant documentation and who performs any other duties incidental thereto;

"service" shall have the same meaning as "employment" in this Agreement;

"shift" means any consecutive period of work, subject to the provisions of clauses 7 and 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;

"shift brewer's assistant—fermenting" means an employee responsible for the transfer of wort or beer at the correct time through clean mains and hoses to clean and sterilise fermenting vessels. He will also do attemperations of all fermenting vessels and take a density reading on each fermenting vessel immediately after transfer;

"shift brewer's assistant—Weigelwerke brewhouse" means an employee who is engaged in operating a brewhouse to mill, mash, lauter mash and to boil the wort with hops to produce hopped wort of the desired quality standard to meet the requirements of the brewing programme; to control and lead the attendants and to promote the spirit required to achieve this overall objective; and who is responsible only for the operation of the brewhouse and is answerable to the shift brewer;

"skofwerker" 'n werknemer werksaam in 'n afdeling wat of op 'n grondslag van deurlopende prosesse werk of waarvan die werksaamhede versprei is oor die grootste gedeelte van of 'n hele werkdag van 24 uur, en gevolglik van werkers vereis om skofte van agt tot nege uur met wisselende aanvangstye te werk;

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

"syskermwerker" 'n werknemer wat verf meng, die plastiek-kratte vóór die syskermwerk verhit en die kratte met syskermmerk en enige ander pligte uitvoer wat daarmee in verband staan;

"voorbereider van dubbelpalette" 'n werknemer wat dubbelpalette vir padoaflewering gereedmaak volgens 'n rekvisisie wat deur sy meerdere verskaf word; wat oor arbeiders toesig hou en hulle help om die palette te pak; virkhuyswadywers opdrag gee om, wanneer nodig, vol palette na die plek te bring waar dubbelpalette voorberei word en waar om die dubbelpalette wat gereed is vir besondere vragte neer te sit; en alle ander pligte uitvoer wat daarmee in verband staan;

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

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

"tenkskoonmaker" 'n werknemer wat gis-, opgaar- en helderbier tenks deur middel van 'n outomatiese vaste of mobiele skoonmaakteenheid skoonmaak en steriliseer; chemikalie massameet wat vir 'n skoonmaakoplossing bedoel is en dié oplossings saamstel; wat foute in installasies aan die keldervoorman rapporteer en alle ander pligte uitvoer wat daarmee in verband staan;

"gereedskapmagasynman" 'n werknemer wat gereedskap en bruikvoorrade uit die ingenieursgereedskapmagasyn aan ambagsmanne en ambagsarbeiders uitreik, aantekening hou van gereedskap wat uitgereik word en bakkaarte invul, bruikvoorrade in die magasyn ontvang en alle ander pligte uitvoer wat daarmee in verband staan;

"trekkerdrywer" 'n werknemer wat 'n trekker of soortgelyke meganisme toestel dryf binne die broueryperseel op take soos drag verwyder, steenkool vervoer, sweisers- en/of takelaarsuitrusting sleep en afval verwyder en/of enige take wat daarmee in verband staan;

"vervoer-/garageklerk" 'n werknemer wat garagereserwedele uitreik, ontvang en die voorrade daarvan kontroleer, ongeluksverslae aanteken, tagograafkaarte daagliks ontleed, en alle ander pligte uitvoer wat daarmee in verband staan;

"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 werknemer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 4, behoudens klousule 8, voorgeskryf is, dit die hoër bedrag beteken, en omvat dit langdienstoelaes maar nie vakansietoelaes wat in hierdie Ooreenkoms gespesifiseer word nie;

"pakhuismanasiener" 'n werknemer wat in beheer staan van die werk van pakhuisarbeiders, dubbelpaletvoorbereiders en virkhuyswadywers wat bier in padoafleweringvoertuie of spoorwegtrokke laai, en dit koördineer, wat in beheer staan van die aflaai van bier en houers vanaf padoafleweringvoertuie en spoorwegtrokke, wat sorg dat die werklike hoeveelhede wat ontvang of versend word, ooreenstem met die laaibriewe of ontvangsbewyse en verskille rapporteer; klerklike en administratiewe opgawes opstel wat op die werk betrekking het; en wat kan help om 'n voorraadopname van bier en leë bottels te maak, en alle ander pligte uit te voer wat daarmee in verband staan;

"pakhuisleënsasiener" 'n werknemer wat die werk kontroleer van 'n seksie van die werknemers bestaande uit 'n virkhuyswadywer en arbeiders wat houers op padoafleweringvoertuie of spoorwegtrokke laai en daarvan aflaai; wat nagaan of die werklike hoeveelhede wat ontvang of versend word, ooreenkom met die laai- of ontvangsdokumente en verskille rapporteer; wat kan help met voorraadopnames van leë houers en wat alle ander pligte uitvoer wat daarmee in verband staan;

"pakhuisleëshanteerder" 'n werknemer wat die hoeveelheid leë houers nagaan wat van padoafleweringvoertuie en spoorwegtrokke afgelaai word; die hoeveelheid leë houers wat aan die botteldepartement uitgereik word; die uitreiking en ontvangs van dokumente afhandel, en alle ander pligte kan uitvoer wat daarmee in verband staan;

"pakhuisspanleier" 'n werknemer wat sy meerdere help om toesig te hou oor pakhuisarbeiders, virkhuyswadywers en ander werknemers in die pakhuis, wat verseker dat hulle in hul werk opgelei word en dat die werk doeltreffend verrig word; en wat met sekere klerklike werk behulpsaam kan wees, alle moeilikhede by sy meerdere rapporteer en alle ander pligte uitvoer wat daarmee in verband staan;

"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;

"sighter" means an employee who inspects full or empty bottles on a moving conveyor for defective 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;

"silk screener" means an employee who mixes paint, flames the plastic crates before screening and silkscreens the crates 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;

"tank cleaning attendant" means an employee who is engaged in cleaning and sterilising fermenting, storage and bright beer tanks by means of an automatic cleaning fixture or mobile cleaning unit; mass measuring 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;

"transport/garage clerk" means an employee who is engaged in the issuing, receiving and stock controlling of garage spares, recording of accident reports, daily analysis of tachograph charts, and who performs any other duties incidental thereto;

"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/checker" 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 empties checker" means an employee who controls the work of a section of employees consisting of a fork lift truck driver and labourers who load and unload containers into or from road delivery vehicles or railway trucks; who checks that actual quantities received or despatched agree with the loading or receiving documents, and reports discrepancies; who may assist in taking stock of empties, and who performs any other duties incidental thereto;

"warehouse empties handler" means an employee who checks the quantity of empties unloaded from road delivery vehicles and railway trucks; checks the quantity of empties issued to bottling department; completes the issuing and receiving documents, and performs any other duties incidental thereto;

"warehouse team leader" 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;

"pakhuisvoorraadkontroleur" 'n werknemer wat verantwoordelik is vir die organisasie van en beheer oor die pakhuis, wat insluit daaglikse fisiese voorraadopnames, die opstel van toepaslike samevattende verslae, weeklikse en maandelikse delging, aankoop en wisseling van voorraad en uitreikings aan die bottelsaal, personeelbeheer en skakelwerk, en wat alle ander pligte uitvoer wat daarmee in verband staan.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms moet 'n werknemer so dikwels as wat hy in diens is op werk wat ingesluit is in enige klas diens wat in subklousule (1) hiervan omskryf word, maar nie op alle aspekte en ook nie in alle werksaamhede wat in die betrokke omskrywing van sodanige klas omskryf word nie, nogtans geklassifiseer word as werksaam in daardie omskrewe klas diens waarin hy uitsluitlik of hoofsaaklik werksaam is.

4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos hieronder uiteengesit:

Los werknemer..... R5 per dag. R6 per dag vanaf die eerste betaaldag in Oktober 1977.

Graad I

Ambagsman se arbeider..... }
Pakker van vol houers..... } R28 per week. R32 per week vanaf die eerste betaaldag in Oktober 1977.
Arbeider..... }
Ondersoeker..... }

Graad II

Mengerversorger..... }
Bottelwasmasjierversorger..... }
Bytmiddelhandteerder..... }
Inspekteur van leë houers..... }
Gisprosesspanleier..... }
Vultoestelhulp..... }
Stoker..... }
Garageversorger..... }
Smeerder..... }
Kombuisassistent..... }
Etiketleerinspekteur..... }
Wasseryversorger..... }
Verligtingsassistent..... }
Masjierversorger..... }
Mouteryprosesarbeiderspanleier..... }
Bode..... }
Menger..... } R32 per week.
Paletheelmaker/Kartonstikker..... }
Drukmasjierversorger..... }
Prosesversorger—
Brouery..... }
Helderbier..... }
Gisting..... }
Klaarmiddels en aansigtis..... }
Oond- en graderingswerk..... }
Weking..... }
Tenkwaens..... }
Tapmasjienvulversorger..... }
Veiligheidswag..... }
Senior distribusie-arbeider..... }
Syskermwerker..... }
Vorbereider van dubbelpalette..... }
Tenkskoonmaakversorger..... }
Gereedskapmagasynversorger..... }

Graad III

Batteryman..... }
Ketelversorger..... }
Skildersassistent..... }
Kok..... }
Afleringsassistent..... }
Diensdrywer..... }
Enjinkamerversorger..... }
Liasseerklerek—finansieel..... }
Vurkshyswadywer..... } R36,50 per week.
Etiketleermasjiensbediener..... }
Laboratoriumassistent..... }
Onderhoudsmagasynklerek..... }
Motorfietsbode..... }
Korrelmasjiensbediener..... }
Veiligheidskorporaal..... }
Trekkerdrywer..... }
Pakhuisleëshanteerder..... }

"warehouse stock controller" means an employee who is responsible for the organisation and control of the warehouse, involving daily physical stock takes, compilation of relevant summaries, weekly and monthly amortisation, stocking and rotation of stock and issues to bottling hall, staff control and liaison, and who performs any other duties incidental thereto.

(2) Notwithstanding anything to the contrary contained in this Agreement, whenever an employee is employed on work included in any class of employment defined in subclause (1) hereof, but not on all aspects nor on all duties defined in the relevant definition of any such class, he shall nevertheless be classified as being employed in that defined class of employment in which he is wholly or mainly engaged.

4. WAGES

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out hereunder:

Casual labourer..... R5 per day. R6 per day as from the first pay day in October 1977.

Grade I

Artisan's labourer..... }
Fulls packer..... } R28 per week.
Labourer..... } R32 per week as from the first pay day in October 1977.
Sighter..... }

Grade II

Blender attendant..... }
Bottle washer attendant..... }
Caustic handler..... }
Empties container inspector..... }
Fermenting process team leader..... }
Filler relief..... }
Fireman..... }
Garage attendant..... }
Greaser..... }
Kitchen assistant..... }
Labelling inspector..... }
Laundry attendant..... }
Lighting assistant..... }
Machine attendant..... }
Maltings process labourer team leader..... }
Messenger..... } R32 per week.
Mixer..... }
Pallet repairer/carton sticher..... }
Printing machine attendant..... }
Process attendant—
Brewhouse..... }
Bright beer..... }
Fermenting..... }
Finings and primings..... }
Kilning and grading..... }
Steeping..... }
Tankers..... }
Racking machine filling attendant..... }
Security guard..... }
Senior distribution labourer..... }
Silk screener..... }
Split pallet preparer..... }
Tank cleaning attendant..... }
Tool store attendant..... }

Grade III

Battery man..... }
Boiler attendant..... }
Brush hand..... }
Cook..... }
Delivery assistant..... }
Duty driver..... }
Engine room attendant..... }
Filing clerk—financial..... }
Fork lift truck driver..... } R36,50 per week.
Labeller operator..... }
Laboratory assistant..... }
Maintenance stores clerk..... }
Motor cycle messenger..... }
Pelletiser..... }
Security corporal..... }
Tractor driver..... }
Warehouse empties handler..... }

Graad IV

Administratiewe klerk—personeel.....	} R41,60 per week.
Ambagsman se helper.....	
Bottelsaalspanleier.....	
Bottelarbeidsklerk.....	
Spanleier wat brouerymateriaal hanteer.....	
Spanleier by die skoonmaak van die brou-afdeling.....	
Sjef.....	
Enjinkamerbediener.....	
Liasseerklerk—distribusie/pakhuis.....	
Vultoestelbediener.....	
Filterbediener.....	
Hekwagter/Veiligheidswagmeester.....	
Algemene faktotum.....	
Laboratoriumassistent—	
Bottelvulling.....	
Verpakking.....	
Plastiekmasjienbediener.....	
Tapopsigter.....	
Vervoer-/Garageklerk.....	
Pakhuisspanleier.....	

Graad V

Ketelbediener.....	} R63,30 per week.
Distribusiespanleier.....	
Distribusiemotorvoertuigdrywer.....	
Eerstehulpman.....	
Mouteryopsigter.....	
Ryingspanleier.....	
Verpakkingsmateriaalopsigter.....	
Senior onderhoudsmagasynklerk.....	
Skofbrouersassistent—gisting.....	
Pakhuisleënsasiener.....	
Pakhuisvoorraadkontroleur.....	

Graad VI

Lokomotiefdrywer.....	} R68,50 per week.
Skofbrouersassistent—Weigelwerkebrouery.....	
Pakhuisman/Nasiener.....	

Graad VII

Ambagsman.....	R77,05 per week.
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(2) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit 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 kan word nie, en sodanige werknemer moet, terwyl hy by dieselfde werkgewer 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.

(3) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit 'n werkgewer en sy werknemer belet om ooreen te kom dat sodanige werknemer maandeliks besoldig word nie, en in dié geval moet die minimum maandloon van sodanige werknemer bereken word ooreenkomstig die omskrywing van "loon" en "maandloon" in klousule 3 van hierdie Ooreenkoms.

5. SPESIALE TOELAES

(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 'n toelae vir lang diens en moet sodanige toelae, behoudens die volgende voorwaardes, aan hom betaal word:

(i) Na 5 jaar ononderbroke diens by dieselfde werkgewer, 'n weeklikse toelae van 4 persent van die loon wat in klousule 4 vir sy beroep gespesifiseer word;

(ii) na 10 jaar ononderbroke diens by dieselfde werkgewer, 'n weeklikse toelae van 8 persent van die loon wat in klousule 4 vir sy beroep gespesifiseer word;

(iii) na 15 jaar ononderbroke diens by dieselfde werkgewer, 'n weeklikse toelae van 12 persent van die loon wat in klousule 4 vir sy beroep gespesifiseer word.

(2) Ten einde die langdienstoelae te bereken, moet ononderbroke diens alle tydperke van gemagtigde afwesigheid ingevolge klousule 12 (1) (g) insluit. Met dien verstande dat gemagtigde afwesigheid sonder besoldiging hoogstens twee weke per jaar mag wees.

(B) *Vakansietoelae*

(1) Elke werknemer in grade III tot en met VII moet vir elke voltooide jaar ononderbroke diens by dieselfde werkgewer 'n vakansietoelae betaal word gelyk aan sy werklike weekloon vermenigvuldig met twee, en dié bedrag moet betaal word op die betaaldag wat die aanvang van sy tydperk van jaarlikse verlof

Grade IV

Administrative clerk—personnel.....	} R41,60 per week.
Artisan's aide.....	
Bottling hall team leader.....	
Bottling labour clerk.....	
Brewhouse material handling team leader.....	
Brewing department cleaning team leader.....	
Chef.....	
Engine room operator.....	
Filing clerk—distribution/warehouse.....	
Filler operator.....	
Filtration operator.....	
Gatekeeper/Security sergeant.....	
General handyman.....	
Laboratory assistant—	
Bottling.....	
Packaging.....	
Plastics operator.....	
Racking overseer.....	
Transport/Garage clerk.....	
Warehouse team leader.....	

Grade V

Boiler operator.....	} R63,30 per week.
Distribution team leader.....	
Distribution motor vehicle driver.....	
First aid orderly.....	
Maltings overseer.....	
Maturation team leader.....	
Packaging materials overseer.....	
Senior maintenance stores clerk.....	
Shift brewer's assistant—fermenting.....	
Warehouse empties checker.....	
Warehouse stock controller.....	

Grade VI

Locomotive driver.....	} R68,05 per week.
Shift brewer's assistant—Weigelwerke brew-house.....	
Warehouseman/Checker.....	

Grade VII

Artisan.....	R77,05 per week.
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(2) 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 on which 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.

(3) Nothing in this Agreement shall operate to prevent an employer and his employee from agreeing that such employee be remunerated monthly, in which case the minimum monthly wage rate of such employee shall be calculated in accordance with the definitions of "wage" and "monthly wage" in clause 3 of this Agreement.

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 an 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 wage specified in clause 4 for his occupation;

(ii) after 10 years' continuous service with the same employer, a weekly allowance of 8 per cent of the wage specified in clause 4 for his occupation;

(iii) after 15 years' continuous service with the same employer, a weekly allowance of 12 per cent of the wage specified in clause 4 for his occupation.

(2) For the purpose of computing the long service allowance, continuous service shall include periods of authorised absence in terms of clause 12 (1) (g): Provided that authorised unpaid absence shall not exceed two weeks per annum.

(B) *Holiday allowance*

(1) Every employee in Grades III to VII inclusive shall be paid for each completed year of continuous service with the same employer a holiday allowance equal to his actual weekly wage multiplied by two, to be paid on the pay-day preceding the start of his period of annual leave together with the accrued

vooraftaan, tesame met die opgelope gewone jaarlikse verlobbesoldiging wat ooreenkomstig klousule 12 aan hom verskuldig is. Die tydperk van ononderbroke diens by dieselfde werkgewer moet bereken word op dieselfde grondslag as wat in subklousule (A) (2) van hierdie klousule uiteengesit word.

(2) Ingeval 'n werknemer sy dienskontrak by 'n werkgewer beëindig, of omgekeerd, word die vakansietoelae wat hom toeval, nie aan die werknemer betaal nie en ontvang hy slegs die jaarlikse verlobbesoldiging wat hom toeval en waarop hy kragtens klousule 12 (1) (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 werkgewer beëindig word omdat hy die aftreleeftyd bereik het soos vasgestel deur die pensioenskemas van die individuele werknemers.

(C) Snelwisselingstoelae

(1) 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.

(2) In die geval van 'n ononderbroke skofwerker is 'n verandering in die gewone skofprogram 'n snelwisseling slegs as die skof van dag- in nagskof verander word, of andersom.

(D) Algemeen

As 'n werknemer in meer as een beroep diens gedoen het gedurende die tydperk van 12 maande wat die datum voorafgegaan het waarop sy jaarlikse verlob verskuldig word en hierdie beroepe ooreenkomstig klousule 4 in verskillende grade is, moet sy vakansietoelae bepaal word deur die loon wat hy ontvang onmiddellik voordat hy met verlob gaan.

6. BETALING VAN VERDIENSTE

(1) (a) Lone, oortydbesoldiging en alle bykomende toelae, behalwe vakansietoelae soos omskryf in klousule 5, moet weekliks in kontant betaal word, of, met die toestemming van die werknemer, per tjek maandeliks, of by diensbeëindiging as 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 oorhandig word in verseelde koevertes of ander houers waarop die volgende inligting opgeteken is of waarby 'n staat met dié inligting daarop moet gaan: Die werkgewer se naam; die werknemer se naam en sy nommer op die betaalstaat of klokkaart; Die werknemer se beroep, loon en graad soos uiteengesit in klousule 4, behoudens klousules 3 en 8; die getal gewone ure deur die werknemer gewerk; die getal oortydure deur die werknemer gewerk; die getal ure deur die werknemer gewerk op 'n Sondag, 'n openbare vakansiedag of gedurende sy vry tydperk; afsonderlik gespesifiseerde besonderhede van die bedrae verskuldig aan die werknemer ten opsigte van lone, spesiale toelae (uitgesonderd langdiensstoelae en vakansietoelae), nagskoftoelae, werk op Sondag, werk op openbare vakansiedae, werk op vry tydperke en oortyd; die besonderhede van enige afrekkings gedoen; die werklike bedrag aan die werknemer betaal en die tydperk ten opsigte waarvan betaling gedoen word;

en sodanige koevert of houer waarop hierdie besonderhede opgeteken is of sodanige staat word die eiendom van die werknemer.

(2) 'n Werkgewer 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 werkgewer volgens wet vereis word om by te dra.

(3) Geen bedrae hogenoemd, 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 werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die totale besoldiging wat die werknemer ten opsigte van sy gewone werkture ten tyde daarvan ontvang het, met inbegrip van die loon in klousule 4 van hierdie Ooreenkoms gespesifiseer, en enige spesiale toelae in klousules 5 en 11 gespesifiseer waarop hy gewoonlik geregtig is;

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

(c) heffings ingevolge klousule 15 van hierdie Ooreenkoms;

(d) met die skriftelike toestemming van die werknemer, bedrae aan ledegeld vir die Witwatersrand Brewery Employees' Union;

(e) wanneer daar regens of op bevel van 'n bevoegde hof van 'n werkgewer vereis of 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;

ordinary annual leave pay due to him in accordance with the provisions of clause 12. The period of continuous service with the same employer shall be calculated on the same basis as set out in subclause (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 (1) (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 owing to his having reached the retiring age as determined by the pension schemes of the individual employers.

(C) Quick change-over allowance

(1) Whenever, owing 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.

(2) In the case of a continuous shift worker a change in the normal shift programme shall only constitute a quick change-over when the shift is changed from day shift to night shift or *vice versa*.

(D) General

If an employee has been engaged in more than one occupation during the period of 12 months preceding the date on which his annual leave becomes due and these occupations are in different grades in terms of clause 4, his holiday allowance shall be determined by the wage he is receiving immediately prior to going on leave.

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 with the consent of the employee by cheque monthly, 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 on which shall be recorded or which shall be accompanied by a statement showing the employer's name; the employee's name and his number on the payroll or clockcard; the employee's occupation, wage and grade as detailed in clause 4, subject to the provisions of clauses 3 and 8; the number of ordinary hours worked by the employee; the number of overtime hours worked by the employee; the number of hours worked by the employee on a Sunday, a public holiday or during his off-period; separately specified details of the amounts due to the employee in respect of wages, special allowances (other than long service allowance and holiday allowances), night-shift allowances, Sunday work, public holiday work, off-period work and overtime; the details of any deductions made; the actual amount paid to the employee and the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(2) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause 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;

(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 organised by the employer for his employees;

(g) behoudens subklousule (1) van hierdie klousule en op die skriftelike versoek van die werknemer en na goedvinde van die werkgever, weeklikse aftrekkings om die maandelikse huur van 'n huis wat die werknemer huur, te betaal: Met dien verstande dat dié bedrae hoogstens een vyfde is van die totale vergoeding wat aan die einde van elke werkweek aan die werknemer verskuldig is;

(h) 'n bedrag vir alle geld deur die werkgever aan sy werknemer geleen: Met dien verstande dat dié bedrae, indien hulle op 'n weeklikse grondslag afgetrek word, hoogstens een derde is van die totale besoldiging aan die einde van die werkweek aan sodanige werknemer verskuldig: Voorts met dien verstande dat, ingeval 'n werknemer sy diens by die maatskappy beëindig, die bepaling van hierdie paragraaf veral en die werkgever 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 werkgever verskuldig ten opsigte van eiendom wat aan die werkgever behoort en deur die werknemer geokkupeer word;

(j) 'n bedrag vir kos en inwoning, behoudens die volgende voorwaardes:

(i) Daar mag nie as deel van die dienskontrak van 'n werknemer vereis word om van sy werkgever kos en/of inwoning aan te neem nie, of om van sy werkgever van enigiemand wat deur hom aangewys word, goedere te koop of eiendom te huur nie;

(ii) wanneer 'n werknemer daartoe instem of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of ingevolge die Wet op Bantoearbeid, 1964, van hom vereis word om kos en/of inwoning van sy werkgever aan te neem, hoogstens die bedrae hieronder gespesifiseer:

	Per week R
(i) Kos.....	3,00
(ii) Inwoning.....	1,00
Totaal.....R	4,00

Met dien verstande dat sodanige inwoning deur die Raad en die betrokke plaaslike owerheid goedgekeur is;

(k) 'n bedrag van hoogstens 70 persent van die koste van alle beskermende klerasie wat die werkgever aan sy werknemer verskaf en wat die werknemer verloor of nie by diensbeëindiging terugbesorg nie: Met dien verstande dat daar voldoende toelafte vir die berging van die beskermende klerasie op die werkgever se perseel beskikbaar is.

7. WERKURE

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n skofwerker wat 'n ononderbroke skof werk, motorvoertuigdrywer, afleweringssassistent en senior 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 motorvoertuigdrywer, afleweringssassistent en senior distribusiearbeider is 45 uur per week vanaf Maandag tot Vrydag en kan in 'n werkdagbestek van hoogstens 11 uur versprei word.

(4) Geen werknemer, uitgesonderd 'n skofwerker wat 'n ononderbroke skof werk, 'n motorvoertuigdrywer, 'n afleweringssassistent en 'n senior distribusiearbeider, mag vir 'n ononderbroke tydperk van langer as vyf uur werk sonder 'n ononderbroke pouse van minstens een uur nie: Met dien verstande dat vir die toepassing van hierdie subklousule werktydperke onderbreek deur 'n pouse van korter as 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 werkgever mag van 'n vroulike werknemer vereis of haar toelaat om—

- (i) tussen 18h00 en 06h00 te werk nie; of
- (ii) na 13h00 op meer as vyf dae in 'n week te werk nie.

8. DIFFERENSIËLE LONE EN ANDER VOORWAARDES

(1) (a) Behoudens die bepalings hieronder vervat, kan daar van 'n werknemer vereis word om ander pligte te verrig as dié wat hy gewoonlik verrig, en word hy 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.

(g) subject to subclause (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 shall 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 further that in the event of an employee terminating his services with the company, the provision of this paragraph shall fall away and the employer shall be authorised to deduct in full the balance of money lent to the employee;

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

(j) a deduction for board and lodging subject to the following provisions:

(i) 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;

(ii) 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 lodging with his employer, a deduction not exceeding the amounts specified hereunder may be made:

	Per week R
(i) Board.....	3,00
(ii) Lodging.....	1,00
Total.....R	4,00

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

(k) a deduction not exceeding 70 per cent of the cost of any protective clothing supplied by the employer to his employee which the employee loses, or fails to return on the termination of his services: Provided that adequate locking facilities for the storage of the protective clothing are available on the employers premises.

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 assistant and senior 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 assistant and senior distribution labourer shall be 45 hours per week from Monday to Friday and may be allocated in a spread-over 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 assistant and senior 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 purposes of this subclause periods of work interrupted by an interval of less than 30 minutes shall be deemed to be continuous.

(5) Each shift worker engaged 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 18h00 and 06h00; or
- (ii) after 13h00 on more than five days in any week.

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

(d) Die bepalings in paragraaf (b) is daarenboven 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 werkgever behoorlik administratiewe aantekening gehou het om die aanvangsdatum en die verwagte einddatum van die onderhawige opleidingstydperk aan te dui;

(ii) sodanige opleiding hoogstens 'n tydperk van drie agtereenvolgende kalendermaande beloop vir werknemers wat opleiding ondergaan vir beroepe genoem onder graad I van klousule 4 van hierdie Ooreenkoms, of 'n tydperk van ses agtereenvolgende kalendermaande vir werknemers wat opleiding ondergaan vir beroepe genoem onder grade II en III in genoemde klousule 4, of 'n tydperk van 12 agtereenvolgende kalendermaande vir werknemers wat opleiding ondergaan vir beroepe genoem onder grade IV, V, VI en VII van genoemde klousule 4, en dat,

(iii) indien die werkgever in 'n besondere geval na afloop van een derde van die betrokke maksimum opleidingstydperk van mening is dat die betrokke werknemer nie sy pligte bevredigend uitvoer nie, hy die werknemer hiervan in kennis moet stel, en indien die werkgever na afloop van twee derdes van die betrokke maksimum opleidingstydperk van mening is dat die werknemer nog steeds sy werk onbevredigend verrig, die opleiding van genoemde werknemer onmiddellik gestaak moet word en daar daarna nie van genoemde werknemer vereis of hy nie toegelaat mag word 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 nie.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer in diens is in meer as een beroep en hierdie beroepe in verskillende grade kragtens klousule 4 ingedeel is, moet hy, as hy die helfte of meer van sy tyd in diens is in 'n beroep of beroepe van 'n hoër graad, ingedeel en besoldig word teen die skaal wat op sodanige hoër graad van toepassing is.

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

(1) (a) Tensy die Raad vooraf sy toestemming verleen het en behoudens die bepalings van klousule 10 van hierdie Ooreenkoms, mag daar hoogstens 10 uur per week oortyd gewerk word: Met dien verstande dat geen werkgever van 'n vroulike werknemer mag 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) ná voltooiing van haar gewone werkure, langer as een uur op 'n dag tensy hy—

(i) sodanige werknemer voor 12h00 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 'n toelae van 50c betaal het betyds genoeg om die werknemer in staat te stel om 'n ete te bekom voordat die oortydwerk gaan begin.

(b) Alle tyd gewerk wat meer is as die gewone werkure wat in klousule 7 voorgeskryf word, moet as oortyd geag word.

(2) (a) Behoudens die bepalings van subklousules (3) en (4) hiervan en van klousule 11, moet een en 'n half maal die werknemer se gewone weekloon, gedeel deur 45, betaal word vir elke uur of gedeelte van 'n uur oortyd, tot die naaste kwartier bereken, wat deur 'n werknemer gewerk word: Met dien verstande dat 'n werknemer wat langer as 10 uur ononderbroke oortyd werk, twee maal sy gewone weekloon, gedeel deur 45, betaal moet word vir elke uur of gedeelte van 'n uur aldus gewerk.

(b) Wanneer 'n werknemer werklik aangesê word om roepdiens te dien deur 'n 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: Met dien verstande dat indien hy 'n vierde keer gedurende dieselfde tydperk van gereedheid opgeroep word, hy vir minstens vier uur betaal moet word, bereken teen sy oortydloon, vir die vierde oproep.

(3) (a) Behoudens paragraaf (c) van hierdie subklousule en klousule 11, moet 'n werkgever sy werknemer wat gewoonlik vyf dae per week van Maandae tot Vrydae werk, wanneer hy op 'n Saterdag uitgeroep word om te werk, 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

(c) The provisions of paragraph (b) of this subclause shall not apply to an employee while acting as a substitute for another employee who is off duty for an authorised rest or meal period.

(d) The provisions of paragraph (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 Grade I of clause 4 of this Agreement, or a period of six consecutive calendar months for employees training for occupations listed under Grades II and III in the said clause 4, or a period of 12 consecutive calendar months for employees training for occupations listed under Grades IV, V, VI and VII 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) Notwithstanding anything to the contrary contained in this Agreement, whenever an employee is employed in more than one occupation and these occupations are in different grades in terms of clause 4, such employee shall, if he is employed for half or more of his time on an occupation or occupations in a higher grade, be classified and remunerated at the rate applicable to such higher grade.

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 10 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 60 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 12h00 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 50c, 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 subclauses (3) and (4) hereof and of 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: Provided that an employee who works overtime in excess of 10 hours' continuous overtime shall be paid at the rate of twice his normal weekly wage, divided by 45, for every hour or part of an hour so worked.

(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: Provided that if he is called out for a fourth time during the same period of stand-by he shall be paid not less than four hours' pay calculated on his overtime rates for the fourth call-out.

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

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 bepalinge van paragraaf (c) van hierdie subklousule en klousule 11, moet die werkgever 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 loon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die loon ten opsigte van die tydperk gewoonlik op 'n weekdag deur hom gewerk, naamlik die grootste bedrag.

(c) Paragrafe (a) en (b) van hierdie subklousule 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 werkgever 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 week gewerk het, maar 'n werkgever mag van sodanige werknemer vereis of hom toelaat om, behoudens paragraaf (b) van hierdie subklousule, op enige sodanige vakansiedag te werk.

(b) Wanneer daar van 'n werknemer vereis of hy toegelaat word om op 'n openbare vakansiedag te werk, moet sy werkgever, benewens hom die bedrag te betaal waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, hom besoldiging betaal teen twee maal sy uurloon vir die ure op sodanige openbare vakansiedag gewerk. Met dien verstande dat 'n werknemer wat op 'n openbare vakansiedag vir 'n tydperk van minder as ses uur werk, vir die tydperk wat hy op sodanige openbare vakansiedag werk, betaal moet word asof hy ses uur gewerk het.

10. NOODWERK

Ondanks andersluidende bepalinge in klousule 7 en klousule 9 (1) van hierdie Ooreenkoms, is geen beperkings wat deur genoemde klousules 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 opkapping of herstel van installasie en masjinerie wat nie gedurende gewone werkure verrig kan word nie.

11. BEPALINGS VIR SKOFWERKERS

(1) As minstens die helfte van die skof van 'n skofwerker wat deurlopende proseswerk doen, op 'n Sondag val, moet besoldiging vir die hele skof bereken word op die grondslag van een en 'n half maal sy uurloon: Met dien verstande dat waar sodanige werker langer as agt uur op 'n Sondag werk, daar vir die ure wat meer as agt uur beloop, teen twee maal sy uurloon betaal word.

(2) 'n Werknemer moet aan elk van sy skofwerkers wat deurlopende proseswerk verrig, een vry tydperk toestaan van minstens 24 agtereenvolgende ure gedurende iedere week, en sodanige vry tydperk moet bereken word vanaf tussen 22h00 en middernag van die dag waarop sodanige werker se vorige skof geëindig het.

(3) As 'n werkgever van 'n skofwerker wat deurlopende proseswerk verrig, vereis of hom toelaat om gedurende sy vry tydperk te werk, moet hy sodanige werker minstens twee maal sy dagloon betaal, ongeag die ure deur hom gedurende sodanige vry tydperk gewerk: Met dien verstande dat as hy langer as agt uur gedurende sy vry tydperk werk, hy vir die ure wat agt uur te bowe gaan, teen twee maal sy uurloon besoldig moet word.

(4) As 'n werknemer 'n skof begin tussen die ure 14h00 en 06h00 moet 'n nagskofftoelae van 12 persent van die aanvangsloon wat in klousule 4 vir die graad van sodanige skofwerker gespesifiseer word, gedeel deur ses, aan sodanige skofwerker vir sodanige skof betaal word.

(5) As die vry tydperk van 'n skofwerker wat deurlopende proseswerk verrig op 'n openbare vakansiedag val, moet hy ten opsigte van dié dag 'n ekstra dag se besoldiging betaal word.

12. VERLOFBEPALINGS

(1) *Jaarlikse verlof.*—Aan alle werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, moet jaarlikse verlof met volle besoldiging ná 12 maande ononderbroke diens by dieselfde werkgever op ondergenoemde grondslag toegestaan word:

(a) Graad I-werknemers:

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

Werknemers wat vyf dae per week werk: 10 werkdade per jaar.

Werknemers wat ses dae per week werk: 12 werkdade per jaar.

(ii) Ná vyf jaar ononderbroke diens by dieselfde werkgever:

Werknemers wat vyf dae per week werk: 15 werkdade per jaar.

Werknemers wat ses dae per week werk: 18 werkdade per jaar.

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 paragraph (c) of this subclause 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 paragraphs (a) and (b) of this subclause 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 paragraph (b) of this subclause, 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 him the amount to which he would have been entitled had he not so worked, pay him remuneration at the rate of twice his hourly rate for the hours worked on such public holiday: Provided that an employee who works on a public holiday for a period of less than six hours shall be paid in respect of the period worked on such public holiday as if he had worked for six hours.

10. EMERGENCY WORK

Notwithstanding anything to the contrary appearing in clause 7 and clause 9 (1) 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) If not less than half of the shift of a shift worker engaged in a continuous process falls on a Sunday, payment for the whole shift shall be calculated on the basis of one and one-half times his hourly rate: Provided that where such worker works for longer than eight hours on a Sunday, the hours in excess of eight shall be paid for at twice his hourly rate.

(2) An employer shall grant to each of his shift workers engaged in a continuous process one off-period of not less than 24 consecutive hours in every week, which off-period shall be calculated from between 22h00 and midnight of the day on which such worker's previous shift ended.

(3) If an employer requires or permits a shift worker engaged in a continuous process to work during his off-period he shall pay such worker not less than twice his daily rate irrespective of the hours worked by him during such off-period: Provided that if he works for longer than eight hours during his off-period, the hours in excess of eight hours shall be paid for at twice his hourly rate.

(4) If an employee commences a shift between the hours of 14h00 and 06h00 a night shift allowance comprising 12 per cent of the starting rate specified for the grade of such shift worker in clause 4, divided by six, shall be paid to such shift worker in respect of such shift.

(5) If the day off work of a shift worker engaged in a continuous process falls on a public holiday he shall be paid an extra day's pay in respect of such day.

12. PROVISIONS FOR LEAVE

(1) *Annual leave.*—All employees for whom wages are prescribed in clause 4 of this Agreement shall be granted annual leave on full pay after 12 months' continuous employment with the same employer on the following basis:

(a) Grade I employees:

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

Five-day week employees: 10 working days per annum.

Six-day week employees: 12 working days per annum.

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

Five-day week employees: 15 working days per annum.

Six-day week employees: 18 working days per annum.

(b) Graad II- tot Graad VII-werknemers:

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

Werknemers wat vyf dae per week werk: 15 werkdade per jaar.
Werknemers wat ses dae per week werk: 18 werkdade per jaar.

(ii) Ná vyf jaar ononderbroke diens by dieselfde werkgever:
Werknemers wat vyf dae per week werk: 20 werkdade per jaar.
Werknemers wat ses dae per week werk: 24 werkdade per jaar.

(c) Ingeval enige openbare vakansiedag binne die tydperk van jaarlikse verlof val, moet dit by sodanige tydperk van verlof gevoeg word.

(d) 'n Werknemer wie se diens gedurende enige tydperk van 12 maande diens eindig voordat die tydperk van verlof wat in hierdie subklousule ten opsigte van daardie tydperk voorgeskrif is, opgeloopt het, moet by sodanige beëindiging en bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooidde maand van sodanige tydperk van diens 'n bedrag betaal word van minstens een twaalfde van die bedrag waarop hy ten opsigte van jaarlikse verlof geregtig is.

(e) Jaarlikse verlof moet, indien doenlik, te eniger tyd ná 1 April van elke jaar geneem word ooreenkomstig 'n reëling met die bestuur van elke bedryfsinrigting. Sodanige verlof moet geneem word binne vier maande vanaf die datum waarop dit verskuldig word: Met dien verstande dat '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) Besoldiging ten opsigte van die jaarlikse verloftydperk wat verskuldig is, moet voor of op die laaste werkdag voor die aanvang van die verloftydperk betaal word.

(g) Enige tydperk waartydens 'n werknemer—

- (i) ingevolge hierdie klousule met verlof is; of
- (ii) militêre diens ingevolge die Verdedigingswet, 1957, doen, tot 'n maksimum van vier maande; of
- (iii) van sy werk afwesig is op versoek, op las of met die volle verlof van sy werkgever; of
- (iv) weens siekte ooreenkomstig subklousule (2) 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 oploopt, afgetrek word: Met dien verstande dat hoogstens vyf dae geleentheidsverlof met volle besoldiging 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 hierdie klousule met besoldigde verlof is nie.

(j) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof wat in hierdie subklousule voorgeskrif word en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het indien die verlof aan hom toegestaan was op die datum van die beëindiging.

(2) *Siekteverlof*.—Behoudens die voorlegging van 'n dokter-sertifikaat vir siekte, as die tydperk van afwesigheid meer as twee dae is—

(i) moet aan 'n werknemer wat, ná meer as 12 weke ononderbroke diens maar met minder as drie jaar ononderbroke diens by dieselfde werkgever, weens siekte van sy werk afwesig is, in enige tydperk van 12 maande die volgende besoldiging toegestaan word:

(a) In 'n bedryfsinrigting waar vyf dae in 'n week gewerk word, volle besoldiging vir altesaam 15 werkdade van sodanige afwesigheid;

(b) in 'n bedryfsinrigting waar ses dae in 'n week gewerk word, volle besoldiging vir altesaam 18 werkdade van sodanige afwesigheid: Met dien verstande dat 'n werkgever, 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 dokter-sertifikaat 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 drie jaar ononderbroke diens by dieselfde werkgever gehad het, weens siekte van sy werk afwesig is, moet hy altesaam nege weke siekteverlof met volle besoldiging verleen word vir elke kringloop van drie jaar wat op die verjaring van sy datum van indiensneming begin;

(b) ingeval 'n werknemer se diens bona fide beëindig word voordat die volle siekteverlofkringloop van 36 maande verloop het, mag enige besoldiging vir siekteverlof wat verleen is bo en behalwe die siekteverlof met besoldiging, bereken op die grondslag van drie weke siekteverlof ten opsigte van elke jaar ononderbroke diens, deur die werkgever afgetrek word van enige geld wat aan sy werknemer verskuldig is.

(b) Grades II to VII employees:

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

Five-day week employees: 15 working days per annum.
Six-day week employees: 18 working days per annum.

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

Five-day week employees: 20 working days per annum.
Six-day employees: 24 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) An employee whose employment terminates during any period of 12 months' employment before the period of leave prescribed in this subclause in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one-twelfth of his annual leave entitlement.

(e) Annual leave shall, if practicable, be taken at any time after 1 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 service 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 subclause (2) of this clause;

Shall be deemed to be employment for the purposes 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 five days' casual leave on full pay shall be granted in any 12 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.

(j) An employee who has become entitled to a period of leave prescribed in this subclause and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave had the leave been granted to him as at the date of the termination.

(2) *Sick leave*.—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 12 weeks' continuous service but with less than three years' continuous service with the same employer, is absent from duty through illness, shall be granted in any period of 12 months:

(a) In a five-day working establishment, full pay for an aggregate of 15 working days for such absence;

(b) in six-day working establishment, full pay for an aggregate of 18 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 subclause 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 the anniversary of his date of engagement;

(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.

(3) *Spesiale bepaling.*—Vir die toepassing van hierdie klousule is "volle besoldiging" 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 nie die wisselende skoftoelae wat ingevolge klousule 11 van hierdie Ooreenkoms betaal word nie.

13. DIENSBEEÏNDIGING

(1) Geen werknemer mag ontslaan word nie, uitgesonderd om dissiplinêre redes, weens liggaamlike ongeskiktheid of tensy dit noodsaaklik is vanweë slapte in die bedryf, wanneer die werknemers wat eerste in enige graad in 'n afdeling ontslaan moet word, gewoonlik dié is met minder as twee jaar ononderbroke diens by dieselfde werkgewer, maar uitsonderings mag deur die werkgewer gemaak word mits genoegsame redes daarvoor bestaan en daar behoorlik met die vakverenigingtoesighouers of 'n agent van die Raad of die Sekretaris van die Raad oorleg gepleeg is.

(2) 'n Werkgewer 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 drie maande ononderbroke diens by dieselfde werkgewer, die werknemer of sy werkgewer die dienskontrak met kennisgewing van 24 uur mag geëindig.

(3) Hierdie klousule raak nie die volgende nie:

(a) Enige ooreenkoms tussen 'n werkgewer en werknemer wat vir 'n langer tydperk van diensopsegging voorsiening maak; of
(b) die reg van 'n werkgewer of werknemer om die dienskontrak om enige regsgeldige rede sonder kennisgewing te beëindig; of

(c) los werknemers; of

(d) die reg van die werkgewer om van die geld wat hy ingevolge hierdie Ooreenkoms aan 'n werknemer skuld, 'n bedrag terug te hou wat hoogstens gelyk is aan die bedrag wat sodanige werknemer in plaas van kennisgewing sou moes betaal het, waar sodanige werknemer sy diens sonder kennisgewing beëindig of sonder om sy werkgewer te betaal in plaas van die kennisgewing, en sodanige verbeuring word geag die betrokke werknemer te onthef ten opsigte van sy versuim om die nodige kennis van sy diensbeëindiging te gegee het.

(4) Waar daar 'n ooreenkoms is soos in subklousule (3) (a) bedoel, moet die betaling in plaas van die kennisgewing ooreenkom met die tydperk van kennisgewing waarvoor daar ooreengekom is.

(5) Die werkgewer 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 opgelope verlof betaal is.

(6) Die diensopsegging wat in subklousule (2) van hierdie klousule vermeld word, mag nie saamval nie met en ook mag kennisgewing van diensopsegging nie geskied nie gedurende 'n werknemer se afwesigheid met verlof verleen ingevolge klousule 12 (1) of terwyl hy ingevolge klousule 12 (2) met siekteverlof is of terwyl hy militêre opleiding ondergaan.

14. VRYSTELLINGS

(1) Behoudens subklousule (2) van hierdie klousule en die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad om enige afdoende rede aan of ten opsigte van enige persoon vrystelling verleen van enige van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, 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 goedvind, nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

(a) Volle naam van die betrokke persoon;

(b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaarde vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop sodanige vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

(b) 'n afskrif hou van alle uitgereikte sertifikate; en

(c) waar vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

(3) *Special provision.*—For the purposes 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 three months' 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—

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

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

(c) casual employees;

(d) the right of the employer to withhold from any moneys which he owes to an employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice, where such employee terminates his employment without notice or without paying his employer in lieu of notice, and such forfeiture shall be deemed to exonerate the employee concerned in respect of his failure to have given the required notice of termination of his employment.

(4) Where there is an agreement referred to in subclause (3) (a), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(5) 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.

(6) The period of notice referred to in subclause (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 (1); or on sick leave in terms of clause 12 (2); or whilst undergoing military training.

14. EXEMPTIONS

(1) Subject to the provisions of subclause (2) of this clause and the proviso to section 51 (3) of the Act, 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 exemption, a licence signed by him, setting out—

(a) full name of person concerned;

(b) the provision of the Agreement from which exemption is granted;

(c) the condition fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary to the Council shall—

(a) number consecutively all licences issued;

(b) retain a copy of each licence issued; and

(c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

15. UITGAWES VAN DIE RAAD

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

4c 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 daarmee gelykstaan, voeg en die totale bedrag maandeliks voor of op die 15de dag van elke maand stuur aan die Sekretaris van die Raad, Posbus 9478, Johannesburg, 2000.

16. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

17. UITLEG VAN OOREENKOMS

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

(2) Enige geskil wat ontstaan betreffende die uitleg van enigeen van die bepalinge 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 bepalinge van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig is.

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 bepalinge 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, maar met die voorbehoud dat die loonskaal van toepassing op 'n werk waarvan die inhoud soos tevore genoem, gewysig is, eweredig moet wees aan die pligte en bedrywighede aan die werk verbonde nadat dit verander is, en dat die Raad so 'n stap goedgekeur het.

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

(3) Wysigings ingevolge subklousules (1) en (2) 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 20ste dag van April 1977 te Johannesburg onderteken.

J. A. HORNER, Voorsitter van die Raad.

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

R. W. WARD, Sekretaris van die Raad.

15. EXPENSES OF THE COUNCIL

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

4c per week shall be deducted by each employer from the earnings of each of his employees, other than casual employees. To the amount so deducted, the employer shall add a like amount and forward month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 9478, Johannesburg, 2000.

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 apply any person under the age of 18 years: Provided that this clause shall 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.

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

(3) Changes in terms of subclauses (1) and (2) of this clause shall 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 this 20th day of April 1977.

J. A. HORNER, Chairman of the Council.

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

R. W. WARD, Secretary of the Council.

No. R. 1826

16 September 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Brounywerheid, Witwatersrand, gepubliseer by Goewermentskennisgewing R. 1825 van 16 September 1977, oor die algemeen vir werknemers wie se werkure en besoldiging

No. R. 1826

16 September 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

I, Stephanus Petrus Botha, 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. 1825 of 16 September 1977, to be, on the whole, not

ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 1883 16 September 1977
WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE AANNEMINGS-EN-BEDIENINGSNYWERHEID, KAAP.—WYSIGING VAN OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings-en-bediensnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1977 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is.

S. P. BOTHA, Minister van Arbeid.

**BYLAE
NYWERHEIDSVERSOENING VIR DIE ELEKTROTEGNIËSE
AANNEMINGS-EN-BEDIENINGSNYWERHEID (KAAP)**

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Electrical Contractors' Association (South Africa)

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

Amalgamated Engineering Union of South Africa
en die

South African Electrical Workers' Association

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2466 van 21 Desember 1973, soos gewysig, verleng en hernieu by Goewermentskennisgewings R. 2074 van 31 Oktober 1975, R. 2340 van 12 Desember 1975, R. 1840 en R. 1841 van 8 Oktober 1976 en R. 32 van 14 Januarie 1977, te wysig.

KLOUSULE 21.—AMBAGSMANHEFFING

Vervang klousule 21 deur die volgende:

"21. ARBEIDSHOFFING

(1) Elke werkgewer wat lid van die Electrical Contractors' Association (South Africa) is, moet, behoudens subklousule (2), ten opsigte van elke werknemer vir wie lone in klousule 4 (1) (a) voorgeskryf is 'n bedrag van R1,00 per week en ten opsigte van elke werknemer vir wie lone in klousule 4 (1) (b), (c), (d) en (e) voorgeskryf is 'n bedrag van 25c per week aan die Arbeidshoffingsfonds betaal.

(2) Betaling moet gedoen word vir die tydperk wat 'n werknemer met verlof ooreenkomstig klousule 10 is en ten opsigte van 'n werknemer wat minstens agt ure gedurende enige week van Maandag tot en met Vrydag vir 'n werkgewer in die Nywerheid werk.

(3) Die werkgewer moet maandeliks die totale bedrag wat aldus opgeloopt het, voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die heffing verskuldig was, stuur aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap), Monte Carlo-gebou 807, Heerengracht, Strandgebied, Kaapstad."

Namens die partye op hede die 12de dag van Julie 1977 te Kaapstad onderteken.

A. P. BUTLER, Voorsitter.

M. LEWIS, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

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.

S. P. BOTHA, Minister of Labour.

No. R. 1883 16 September 1977
INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—AMENDMENT OF AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1977, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or unions.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)

AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

Amalgamated Engineering Union of South Africa
and the

South African Electrical Workers' Association

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

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape),

to amend the Agreement published under Government Notice R. 2466 of 21 December 1973, as amended, extended and renewed by Government Notices R. 2074 of 31 October 1975, R. 2340 of 12 December 1975, R. 1840 and R. 1841 of 8 October 1976 and R. 32 of 14 January 1977.

CLAUSE 21.—ARTISAN LEVY

Substitute the following for clause 21:

"21. LABOUR LEVY

(1) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall, subject to the provisions of subclause (2), contribute in respect of each employee for whom wages are prescribed in clause 4 (1) (a) an amount of R1,00 per week and in respect of each employee for whom wages are prescribed in clause 4 (1) (b), (c), (d) and (e) an amount of 25c per week to the Labour Levy Fund.

(2) Payment shall be made for the period an employee is on leave in terms of clause 10 and in respect of an employee who works not less than eight hours during any week from Monday to Friday (inclusive) for an employer in the Industry.

(3) The employer shall forward the total amount so accrued monthly to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 807 Monte Carlo Buildings, Heerengracht, Foreshore, Cape Town, not later than the seventh day of each month following that in respect of which the levy was due."

Signed at Cape Town on behalf of the parties this 12th day of July 1977.

A. P. BUTLER, Chairman.

M. LEWIS, Vice-Chairman.

W. R. PENGELLY, Secretary.

No. R. 1884 16 September 1977

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIJSE NYWERHEID, NATAL

Onderstaande verbetering van Goewermentskennisgewing R. 612 wat in *Staatskoerant* 5083 van 9 April 1976 verskyn, word vir algemene inligting gepubliseer:

In klousule 10 (1) van Deel I van die Engelse teks van die Bylae, vervang "26 (2)" deur "20 (2)".

No. R. 1912 16 September 1977

WET OP NYWERHEIDSVERSOENING, 1956

HAARKAPPERSBEDRYF, KAAPSE SKIEREILAND.
—WYSIGING VAN OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Haarkappersbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is:

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1979 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 Bedryf in die gebiede gespesifiseer in klousule 1 (2) van die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Januarie 1979 eindig, in die gebiede gespesifiseer in klousule 1 (2) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf 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.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSVERSOENING, 1956
KAAPSE SKIEREILAND

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, Wet 28 van 1956, gesluit deur en aangegaan tussen die

Cape Master Hairdressers' Association

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

S.A. Hairdressers' Employees' Industrial Union

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

wat die partye is by die Nywerheidsraad vir die Haarkappersbedryf, Kaapse Skiereiland, om die Ooreenkoms van die Raad, gepubliseer by Goewermentskennisgewing R. 221 van 13 Februarie 1976, te wysig.

No. R. 1884 16 September 1977

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL

The undermentioned correction to Government Notice R. 612 which appears in *Government Gazette* 5083 of 9 April 1976, is published for general information:

In clause 10 (1) of Part I of the English text of the Schedule, substitute "20 (2)" for "26 (2)".

No. R. 1912 16 September 1977

INDUSTRIAL CONCILIATION ACT, 1956

HAIRDRESSING TRADE, CAPE PENINSULA.—
AMENDMENT OF AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Hairdressing Trade shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1979, upon the employers' organisation and the trade union which entered into the Amending 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 Amending Agreement, excluding those contained in clause 1 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the areas specified in clause 1 (2) of the Amending Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of the Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 31 January 1979, the provisions of the Amending Agreement, excluding those contained in clause 1 (1), shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING
TRADE, CAPE PENINSULA

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, Act 28 of 1956, made and entered into by and between the

Cape Master Hairdressers' Association

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

S.A. Hairdressers' Employees' Industrial Union

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

being the parties to the Industrial Council for the Hairdressing Trade, Cape Peninsula, to amend the Agreement of the Council, published under Government Notice R. 221 of 13 February 1976.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Haarkappersbedryf nagekom word—

(1) deur alle werkgewers wat lede is van die werkgewers-organisasie en deur alle werknemers wat lede is van die vakvereniging;

(2) in die landdrosdistrikte Die Kaap, Wynberg, Simonstad, Goodwood en Billville, in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermenskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermenskennisgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het, en in daardie gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermenskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het.

2. KLOUSULE 4.—LONE

In subklousule (1), vervang paragrawe (c), (d), (f) en (g) deur die volgende:

	Per week	Per maand
“(c) Algemene assistente:	R	R
Mans en vrouens onder 18 jaar.....	15,40	66,06
Vroue 18 jaar of ouer.....	17,60	76,26
Mans 18 jaar of ouer.....	19,80	85,80
(d) Manikuris en/of skoonheidskundige (mans- of dameshaarkappery):		
Gedurende die eerste jaar ondervinding.....	18,78	81,40
Daarna.....	30,45	132,00
(f) Ontvangsklerke en/of telefoniste:		
Mans- en dameshaarkappery (man of vrou)—		
eerste jaar ondervinding.....	31,72	137,50
daarna.....	38,08	165,00
(g) Sjampoeis—		
(i) eerste jaar ondervinding.....	17,60	76,26
(ii) daarna.....	20,90	90,56
(iii) na twee jaar ondervinding en na slaging van 'n vaardigheidstoets wat deur die Raad afgeneem word	21,45	92,95”

KLOUSULE 25.—SIEKTEBYSTANDSFONDS

Vervang subklousule (9) deur die volgende:

“(9) 'n Openbare rekenmeester of -meesters moet jaarliks deur die Nywerheidsraad aangestel word teen 'n besoldiging wat die Raad vasstel. Die openbare rekenmeester(s) moet, nadat die Fonds met uitbetaling van bystand begin het, die rekeninge van die Fonds minstens jaarliks en voor of op 28 Februarie van elke jaar ouditeer en 'n staat opstel wat die volgende aantoon:

(a) Alle geld wat ontvang is—

- (i) ingevolge subklousule (3) hiervan;
- (ii) uit enige ander bron; en

(b) uitgawes wat gedurende die voorafgaande tydperk geëindig 31 Desember onder alle hoofde aangegaan is, saam met 'n staat wat die bates en laste van die Fonds aantoon. Gewaarmerkte kopieë van hierdie state, wat deur die voorsitter van die beheraad medeonderteken moet word, en die ouditeursverslag daarvoor moet op die Raad se kantoor ter insae lê van die persone wat in die Haarkappersbedryf werksaam is of dit uitoefen, en wat geregtig is om kopieë daarvan of uittreksels daaruit te maak. Gewaarmerkte kopieë van sowel die state as die ouditeursverslag daarvoor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.”

Namens die partye op hede die 9de dag van Augustus 1977 in Kaapstad onderteken.

N. MALONE, Voorsitter van die Raad.

R. McGEE, Wnde. Ondervoorsitter van die Raad.

J. J. GLICK, Sekretaris van die Raad.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Hair-dressing Trade—

(1) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(2) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville, in that portion of the Magisterial District of Kuils River which prior to the publication of Government Notice 661 of 19 April 1974 fell within the Magisterial District of Stellenbosch but which prior to 2 March 1962 fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Somerset West which prior to 9 March 1973 (Government Notice 173 of 9 February 1973) fell within the Magisterial District of Wynberg.

2. CLAUSE 4.—WAGES

In subclause (1), substitute the following for paragraphs (c), (d), (f) and (g):

	Per week R	Per month R
“(c) General assistants:		
Males and females under 18 years of age.....	15,40	66,06
Females of or over 18 years of age..	17,60	76,26
Males of or over 18 years of age.....	19,80	85,80
(d) Manicurist and/or Beauty Culturist (gentlemen's or ladies trade):		
During first year of experience.....	18,78	81,40
Thereafter.....	30,45	132,00
(f) Receptionists and/or telephonists:		
Ladies' and gentleman's trade (male or female)—		
first year of experience.....	31,72	137,50
and thereafter.....	38,08	165,00
(g) Shampooist—		
(i) first year of experience.....	17,60	76,26
(ii) thereafter.....	20,90	90,56
(iii) after two years' experience and after passing a proficiency test to be conducted by the Council.....	21,45	92,95”

2. CLAUSE 25.—SICK BENEFIT FUND

Substitute the following for subclause (9):

“(9) A public accountant or accountants shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The public accountant(s) shall, after the Fund has commenced to pay benefits, audit the accounts of the Fund at least annually and not later than 28 February in each year, and prepare a statement showing—

(a) all moneys received—

- (i) in terms of subclause (3) hereof;
- (ii) from any other sources; and

(b) expenditure incurred under all headings, during the period ended 31 December preceding, together with a statement showing the assets and liabilities of the Fund. True copies of these statements, which shall be countersigned by the Chairman of the Management Board, and the auditor's report thereon shall be available for inspection at the Council's office to persons engaged or employed in the Hairdressing Trade, who shall be entitled to make copies thereof or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.”

Signed on behalf of the parties at Cape Town this 9th day of August 1977.

N. MALONE, Chairman of the Council.

R. McGEE, Acting Vice-Chairman of the Council.

J. J. GLICK, Secretary of the Council.

DEPARTEMENT VAN DOEANE EN AKSYNS

No. R. 1873

16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/504)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

DEPARTMENT OF CUSTOMS AND EXCISE

No. R. 1873

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/504)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
70.05 Deur tariefpos No. 70.05 deur die volgende te vervang: „70.05 Onbewerkte getrokke of geblaasde glas (met inbegrip van vliesglas), in reghoeke:				
70.05.10 Met 'n dikte van hoogstens 1,7 mm	m ²	15%		
70.05.20 Met 'n dikte van meer as 1,7 mm maar hoogstens 3,1 mm	m ²	15%		
70.05.25 Met 'n dikte van meer as 3,1 mm maar hoogstens 4,6 mm	m ²	20%		
70.05.35 Met 'n dikte van meer as 4,6 mm maar hoogstens 5,2 mm	m ²	20%		
70.05.40 Met 'n dikte van meer as 5,2 mm maar hoogstens 7,6 mm	m ²	20%		
70.05.50 Met 'n dikte van meer as 7,6 mm	m ²	20%”		

Opmerking.—Die skale van reg op onbewerkte getrokke of geblaasde glas (met inbegrip van vliesglas), in reghoeke, word gewysig.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
70.05 By the substitution for tariff heading No. 70.05 of the following: “70.05 Unworked drawn or blown glass (including flashed glass), in rectangles:				
70.05.10 Of a thickness not exceeding 1,7 mm	m ²	15%		
70.05.20 Of a thickness exceeding 1,7 mm but not exceeding 3,1 mm	m ²	15%		
70.05.25 Of a thickness exceeding 3,1 mm but not exceeding 4,6 mm	m ²	20%		
70.05.35 Of a thickness exceeding 4,6 mm but not exceeding 5,2 mm	m ²	20%		
70.05.40 Of a thickness exceeding 5,2 mm but not exceeding 7,6 mm	m ²	20%		
70.05.50 Of a thickness exceeding 7,6 mm	m ²	20%”		

Note.—The rates of duty on unworked drawn or blown glass (including flashed glass), in rectangles, are amended.

No. R. 1874

16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/519)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1874

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/519)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
313.07	Deur tariefpos No. 70.05 te skrap.	

Opmerking.—Die voorsiening vir 'n korting op reg op gewoon helder getrokke glas, met 'n dikte van meer as 2,7 mm maar hoogstens 3,1 mm, vir die vervaardiging van veiligheidsglas, word ingetrek.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
313.07	By the deletion of tariff heading No. 70.05.	

Note.—The provision for a rebate of duty on plain clear drawn glass, of a thickness exceeding 2,7 mm but not exceeding 3,1 mm, for the manufacture of safety glass, is withdrawn.

No. R. 1877

16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/210)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 4 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1877

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/210)

Under section 75 of the Customs and Excise Act, 1964, Schedule 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
460.04	Deur tariefpos No. 24.01 deur die volgende te vervang: „24.01 (1) Donker luggedroogde Virginiese tipe blaartabak, in die hoeveelhede en op die tye wat die Sekretaris van Landbou-ekonomie en -bemarking by bepaalde permit toelaat (2) Onbewerkte Burley-tabak, wat nie later as 31 Desember 1977 ingevoer word nie, in die hoeveelhede wat die Sekretaris van Landbou-ekonomie en -bemarking by bepaalde permit toelaat	Volle reg Volle reg"
460.15	Deur tariefposte Nos. 73.08, 73.10, 73.11, 73.12, 73.13 en 73.14 te skrap. Deur paragrawe (3) en (4) van tariefpos No. 73.15 te skrap. Deur tariefpos No. 73.16 te skrap.	

Opmerkings.—

- Voorsiening word gemaak vir 'n volle korting op reg op onbewerkte Burley-tabak, wat nie later as 31 Desember 1977 ingevoer word nie, in die hoeveelhede wat die Sekretaris van Landbou-ekonomie en -bemarking by bepaalde permit toelaat.
- Die voorsienings vir 'n korting op reg op yster- of staalrolle vir herwalsing, stawe, stange, hoeke, vorms, profiele, hoepel, band, fynplate, plate, draad en spoorstawe, van yster of staal, in die hoeveelhede en op die tye wat die Sekretaris van Nywerheidswese by bepaalde permit toelaat, word ingetrek.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
460.04	By the substitution for tariff heading No. 24.01 of the following: “24.01 (1) Dark air-cured Virginia-type leaf-tobacco, in such quantities and at such times as the Secretary for Agricultural Economics and Marketing may allow by specific permit (2) Unmanufactured Burley tobacco, imported not later than 31 December 1977, in such quantities as the Secretary for Agricultural Economics and Marketing may allow by specific permit	Full duty Full duty"
460.15	By the deletion of tariff headings Nos. 73.08, 73.10, 73.11, 73.12, 73.13 and 73.14. By the deletion of paragraphs (3) and (4) of tariff heading No. 73.15. By the deletion of tariff heading No. 73.16.	

Notes.—

- Provision is made for a rebate of the full duty on unmanufactured Burley tobacco, imported not later than 31 December 1977, in such quantities as the Secretary for Agricultural Economics and Marketing may allow by specific permit.
- The provisions for a rebate of duty on iron or steel coils for re-rolling, bars, rods, angles, shapes, sections, hoop, strip, sheets, plates, wire and rails, of iron or steel, in such quantities and at such times as the Secretary for Industries may allow by specific permit, are withdrawn.

No. R. 1875

16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/505)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1875

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/505)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
73.08 Deur tariefpos No. 73.08 deur die volgende te vervang: „73.08 Yster- of staalrolle, vir herwalsing	kg	vry		
73.10 Deur subpos No. 73.10.10 deur die volgende te vervang: „73.10.10 Draadstang, naamlik 'n warmgehaspelde produk met soliede profiel uitsluitlik deur warmwalsing verkry	kg	vry		
Deur subpos No. 73.10.30 deur die volgende te vervang: „73.10.30 Warmgewalste stawe en stange (nie in rolle nie), met 'n plat profiel: .10 Waarvan enige dwarsdeursnee-afmeting minder as 75 mm is	kg	vry		
.90 Ander	kg	vry		
Deur subposte Nos. 73.10.40.10 en 73.10.40.30 deur die volgende te vervang: „.10 Met 'n treksterkte van minder as 340 MPa	kg	vry		
.30 Ander, waarvan enige dwarsdeursnee-afmeting minder as 12,7 mm is	kg	vry		
Deur subpos No. 73.10.40.90 deur die volgende te vervang: „.90 Ander	kg	vry		
73.11 Deur subpos No. 73.11.10 deur die volgende te vervang: „73.11.10 Warmgewalste hoeke, vorms en profiele, minstens 80 mm hoog	kg	vry		
Deur subposte Nos. 73.11.50 en 73.11.55 deur die volgende te vervang: „73.11.50 Warmgewalste hoeke, vorms en profiele, minder as 80 mm maar meer as 55 mm hoog	kg	vry		
73.11.55 Warmgewalste hoeke, vorms en profiele, hoogstens 55 mm hoog	kg	vry		
73.12 Deur tariefpos No. 73.12 deur die volgende te vervang: „73.12 Hoepel en band, van yster of staal, warm- of koudgewals:				
73.12.10 Nie geplateer, bestryk of bedek nie: .10 Met 'n dikte van minstens 1,257 mm	kg	vry		
.20 Met 'n dikte van minder as 1,257 mm maar meer as 0,386 mm	kg	vry		
.30 Met 'n dikte van hoogstens 0,386 mm	kg	vry		
73.12.20 Met sink geplateer, bestryk of bedek: .10 Met 'n dikte van minstens 1,257 mm	kg	vry		
.20 Met 'n dikte van minder as 1,257 mm maar meer as 0,386 mm	kg	vry		
.30 Met 'n dikte van hoogstens 0,386 mm	kg	vry		
73.12.30 Met tin geplateer, bestryk of bedek: .10 Met 'n dikte van minstens 1,257 mm	kg	vry		
.20 Met 'n dikte van minder as 1,257 mm maar meer as 0,386 mm	kg	vry		
.30 Met 'n dikte van hoogstens 0,386 mm maar meer as 0,172 mm	kg	vry		
.40 Met 'n dikte van hoogstens 0,172 mm	kg	vry		
73.12.40 Met lood geplateer, bestryk of bedek	kg	vry		

I Tariefpos	II Statistiese Eenheid	Skaal van Reg		
		III Algemeen	IV M.B.N.	V Voorkeur
73.12.50 Met chroom, nikkel of koper geplateer, bestryk of bedek:				
.10 Met 'n dikte van minstens 1,257 mm	kg	vry		
.20 Met 'n dikte van minder as 1,257 mm maar meer as 0,386 mm	kg	vry		
.30 Met 'n dikte van hoogstens 0,386 mm	kg	vry		
73.12.90 Met ander stowwe geplateer, bestryk of bedek:				
.10 Met 'n dikte van minstens 1,257 mm	kg	vry		
.20 Met 'n dikte van minder as 1,257 mm maar meer as 0,386 mm	kg	vry		
.30 Met 'n dikte van hoogstens 0,386 mm	kg	vry"		
73.13 Deur subposte Nos. 73.13.10.30, 73.13.10.40, 73.13.10.50 en 73.13.10.60 deur die volgende te vervang:				
„.30 Met 'n dikte van minder as 3 mm maar minstens 1,257 mm	kg	vry		
.40 Met 'n dikte van minder as 1,257 mm maar meer as 0,386 mm	kg	vry		
.50 Met 'n dikte van hoogstens 0,386 mm maar meer as 0,172 mm	kg	vry		
.60 Met 'n dikte van hoogstens 0,172 mm	kg	vry"		
Deur subposte Nos. 73.13.50.30, 73.13.50.40 en 73.13.50.50 deur die volgende te vervang:				
„.30 Met 'n dikte van minder as 3 mm maar minstens 1,257 mm	kg	vry		
.40 Met 'n dikte van minder as 1,257 mm maar meer as 0,386 mm	kg	vry		
.50 Met 'n dikte van hoogstens 0,386 mm	kg	vry"		
73.14 Deur tariefpos No. 73.14 deur die volgende te vervang:				
„73.14 Yster- of staaldraad, hetsy bestryk al dan nie, maar nie geïsoleerde elektriese draad nie:				
73.14.10 Hoedendraad	kg	vry		
73.14.20 Omheiningsdraad, naamlik ronde of ovaal draad met 'n dwarsdeursnee-afmeting van minstens 1,63 mm en hoogstens 4,88 mm, in rolle:				
.10 Nie geplateer, bestryk of bedek nie, met 'n breeksterkte van minder as 1 160 MPa	kg	vry		
.20 Nie geplateer, bestryk of bedek nie, met 'n breeksterkte van minstens 1 160 MPa	kg	vry		
.30 Met sink geplateer, bestryk of bedek, met 'n breeksterkte van minder as 1 160 MPa	kg	vry		
.40 Met sink geplateer, bestryk of bedek, met 'n breeksterkte van minstens 1 160 MPa	kg	vry		
73.14.30 Baal- of binddraad, naamlik uitgegloeide draad gewoonlik op landboubindmasjiene gebruik:				
.10 Nie geplateer, bestryk of bedek nie	kg	vry		
.20 Verlak	kg	vry		
.30 Met sink geplateer, bestryk of bedek	kg	vry		
.90 Ander	kg	vry		
73.14.90 Ander draad met 'n breeksterkte van minder as 1 160 MPa:				
.10 Nie geplateer, bestryk of bedek nie	kg	vry		
.20 Met sink geplateer, bestryk of bedek	kg	vry		
.30 Met tin geplateer, bestryk of bedek	kg	vry		
.90 Ander	kg	vry		
73.14.95 Ander draad met 'n breeksterkte van minstens 1 160 MPa:				
.10 Nie geplateer, bestryk of bedek nie	kg	vry		
.20 Met sink geplateer, bestryk of bedek	kg	vry		
.30 Met tin geplateer, bestryk of bedek	kg	vry		
.90 Ander	kg	vry"		

I		II	III	IV	V
Tariefpos		Statistiese Eenheid	Skaal van Reg		
			Algemeen	M.B.N.	Voorkeur
73.15	Deur subpos No. 73.15.20 deur die volgende te vervang: „73.15.20 Draadstang, naamlik 'n warmgehaspelde produk met soliede profiel uitsluitlik deur warmwalsing verkry: .10 Van hoëkoolstofstaal .20 Van legeringstaal (uitgesonderd vlekvrystaal) .30 Van vlekvrystaal	kg kg kg	vry vry vry”		
73.16	Deur subposte Nos. 73.16.10 en 73.16.20 deur die volgende te vervang: „73.16.10 Spoorstawe van hoogstens 14,8 kg/m 73.16.20 Spoorstawe van meer as 14,8 kg/m	kg kg	vry vry”		

Opmerking.—Die skale van reg op yster- of staalrolle vir herwalsing, sekere stawe, stange, hoeke, vorms, profiele, hoepel, band, fynplate, plate, draad en spoorstawe, van yster of staal, word na vry verlaag.

SCHEDULE

I		II	III	IV	V
Tariff Heading		Statistical Unit	Rate of Duty		
			General	M.F.N.	Preferential
73.08	By the substitution for tariff heading No. 73.08 of the following: "73.08 Iron or steel coils, for re-rolling	kg	free"		
73.10	By the substitution for subheading No. 73.10.10 of the following: "73.10.10 Wire rod, being a hot-coiled product of solid section obtained exclusively by hot-rolling	kg	free"		
	By the substitution for subheading No. 73.10.30 of the following: "73.10.30 Hot-rolled bars and rods (not in coils), flat in section:				
	.10 Of which any cross-sectional dimension is less than 75 mm	kg	free		
	.90 Other	kg	free"		
	By the substitution for subheadings Nos. 73.10.40.10 and 73.10.40.30 of the following: ".10 With a tensile strength of less than 340 MPa	kg	free		
	.30 Other, of which any cross-sectional dimension is less than 12,7 mm	kg	free"		
	By the substitution for subheading No. 73.10.40.90 of the following: ".90 Other	kg	free"		
73.11	By the substitution for subheading No. 73.11.10 of the following: "73.11.10 Hot-rolled angles, shapes and sections, 80 mm high or over	kg	free"		
	By the substitution for subheadings Nos. 73.11.50 and 73.11.55 of the following: "73.11.50 Hot-rolled angles, shapes and sections, less than 80 mm but over 55 mm high	kg	free		
	73.11.55 Hot-rolled angles, shapes and sections, 55 mm high or less	kg	free"		
73.12	By the substitution for tariff heading No. 73.12 of the following: "73.12 Hoop and strip, of iron or steel, hot-rolled or cold-rolled:				
	73.12.10 Not plated, coated or clad:				
	.10 Of a thickness not less than 1,257 mm	kg	free		
	.20 Of a thickness less than 1,257 mm but exceeding 0,386 mm	kg	free		
	.30 Of a thickness not exceeding 0,386 mm	kg	free		
	73.12.20 Plated, coated or clad with zinc:				
	.10 Of a thickness not less than 1,257 mm	kg	free		
	.20 Of a thickness less than 1,257 mm but exceeding 0,386 mm	kg	free		
	.30 Of a thickness not exceeding 0,386 mm	kg	free		

I Tariff Heading	II Statistical Unit	Rate of Duty		
		III General	IV M.F.N.	V Preferential
73.12.30 Plated, coated or clad with tin:				
.10 Of a thickness not less than 1,257 mm	kg	free		
.20 Of a thickness less than 1,257 mm but exceeding 0,386 mm	kg	free		
.30 Of a thickness not exceeding 0,386 mm but exceeding 0,172 mm	kg	free		
.40 Of a thickness not exceeding 0,172 mm	kg	free		
73.12.40 Plated, coated or clad with lead	kg	free		
73.12.50 Plated, coated or clad with chromium, nickel or copper:				
.10 Of a thickness not less than 1,257 mm	kg	free		
.20 Of a thickness less than 1,257 mm but exceeding 0,386 mm	kg	free		
.30 Of a thickness not exceeding 0,386 mm	kg	free		
73.12.90 Plated, coated or clad with other substances:				
.10 Of a thickness not less than 1,257 mm	kg	free		
.20 Of a thickness less than 1,257 mm but exceeding 0,386 mm	kg	free		
.30 Of a thickness not exceeding 0,386 mm	kg	free"		
73.13 By the substitution for subheadings Nos. 73.13.10.30, 73.13.10.40, 73.13.10.50 and 73.13.10.60 of the following:				
“.30 Of a thickness less than 3 mm but not less than 1,257 mm	kg	free		
.40 Of a thickness less than 1,257 mm but exceeding 0,386 mm	kg	free		
.50 Of a thickness not exceeding 0,386 mm but exceeding 0,172 mm	kg	free		
.60 Of a thickness not exceeding 0,172 mm	kg	free"		
By the substitution for subheadings Nos. 73.13.50.30, 73.13.50.40 and 73.13.50.50 of the following:				
“.30 Of a thickness less than 3 mm but not less than 1,257 mm	kg	free		
.40 Of a thickness less than 1,257 mm but exceeding 0,386 mm	kg	free		
.50 Of a thickness not exceeding 0,386 mm	kg	free"		
73.14 By the substitution for tariff heading No. 73.14 of the following:				
“73.14 Iron or steel wire, whether or not coated, but not insulated electric wire:				
73.14.10 Millinery wire	kg	free		
73.14.20 Fencing wire, being round or oval wire with a cross-sectional dimension of not less than 1,63 mm and not more than 4,88 mm, in rolls:				
.10 Not plated, coated or clad, having a breaking strength of less than 1 160 MPa	kg	free		
.20 Not plated, coated or clad, having a breaking strength of not less than 1 160 MPa	kg	free		
.30 Plated, coated or clad with zinc, having a breaking strength of less than 1 160 MPa	kg	free		
.40 Plated, coated or clad with zinc, having a breaking strength of not less than 1 160 MPa	kg	free		
73.14.30 Baling or binding wire, being annealed wire commonly used on agricultural binders:				
.10 Not plated, coated or clad	kg	free		
.20 Lacquered	kg	free		
.30 Plated, coated or clad with zinc	kg	free		
.90 Other	kg	free		
73.14.90 Other wire having a breaking strength of less than 1 160 MPa:				
.10 Not plated, coated or clad	kg	free		
.20 Plated, coated or clad with zinc	kg	free		

I Tariff Heading	II Statistical Unit	Rate of Duty		
		III General	IV M.F.N.	V Preferential
.30 Plated, coated or clad with tin	kg	free		
.90 Other	kg	free		
73.14.95 Other wire having a breaking strength of not less than 1 160 MPa:				
.10 Not plated, coated or clad	kg	free		
.20 Plated, coated or clad with zinc	kg	free		
.30 Plated, coated or clad with tin	kg	free		
.90 Other	kg	free"		
73.15 By the substitution for subheading No. 73.15.20 of the following:				
"73.15.20 Wire rod, being a hot-coiled product of solid section obtained exclusively by hot-rolling:				
.10 Of high carbon steel	kg	free		
.20 Of alloy steel (excluding stainless steel)	kg	free		
.30 Of stainless steel	kg	free"		
73.16 By the substitution for subheadings Nos. 73.16.10 and 73.16.20 of the following:				
"73.16.10 Rails not exceeding 14,8 kg/m	kg	free		
73.16.20 Rails exceeding 14,8 kg/m	kg	free"		

Note.—The rates of duty on iron or steel coils for re-rolling, certain bars, rods, angles, shapes, sections, hoop, strip, sheets, plates, wire and rails, of iron or steel, are reduced to free.

No. R. 1882 16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/3/36)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 3 van Bylae 1 by genoemde Wet hierby, met ingang van 1 September 1977, gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1882

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/3/36)

Under section 48 of the Customs and Excise Act, 1964, Part 3 of Schedule 1 to the said Act is hereby amended, with effect from 1 September 1977, to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Verkoop-regitem	II Tariefpos en Beskrywing	III Skaal van Verkoopreg
147.00	Deur tariefpos No. 87.02 deur die volgende te vervang: „87.02 (1) Passasiersvoertuie met sitruimte (minimum 38 cm aan- eenlopende sitplekklengte per persoon) van minstens 10 sitplekke en hoogstens 20 sitplekke (met inbegrip van die bestuurder), gemonteer, met 'n waarde vir doeleindes van verkoopreg van hoogstens R4 450	12,5%
	(2) Motorkarre (met inbegrip van renmotors) en stasiewaens en dergelike dubbeldoelmotorvoertuie, gemonteer, met 'n waarde vir doeleindes van verkoopreg van hoogstens R4 050	12,5%
	(3) Passasiersvoertuie met sitruimte (minimum 38 cm aan- eenlopende sitplekklengte per persoon) van minstens 10 sitplekke en hoogstens 20 sitplekke (met inbegrip van die bestuurder), gemonteer, met 'n waarde vir doeleindes van verkoopreg van meer as R4 450	20,5%
	(4) Motorkarre (met inbegrip van renmotors) en stasiewaens en dergelike dubbeldoelmotorvoertuie, gemonteer, met 'n waarde vir doeleindes van verkoopreg van meer as R4 050	20,5%
	(5) Gemotoriseerde woonwaens en soortgelyke voertuie	33%"

Opmerking.—Die uitwerking van hierdie wysiging is dat die skaal van verkoopreg op passasiersvoertuie met sitruimte van minstens 10 sitplekke en hoogstens 20 sitplekke met 'n waarde vir doeleindes van verkoopreg van meer as R3 800 maar hoogstens R4 450 en op motorkarre, stasiewaens en dergelike dubbeldoelmotorvoertuie, met 'n waarde vir doeleindes van verkoopreg van meer as R3 800 maar hoogstens R4 050, met terugwerkende krag tot 1 September 1977 verlaag word van 20,5% na 12,5%.

SCHEDULE

I Sales Duty Item	II Tariff Heading and Description	III Rate of Sales Duty
147.00	By the substitution for tariff heading No. 87.02 of the following: "87.02 (1) Passenger vehicles with a seating capacity (minimum 38 cm continuous seat length per person) of not less than 10 seats and not exceeding 20 seats (including the driver), assembled, with a value for sales duty purposes not exceeding R4 450 (2) Motor cars (including racing cars) and station wagons and similar dual purpose motor vehicles, assembled, with a value for sales duty purposes not exceeding R4 050 (3) Passenger vehicles with a seating capacity (minimum 38 cm continuous seat length per person) of not less than 10 seats and not exceeding 20 seats (including the driver), assembled, with a value for sales duty purposes exceeding R4 450 (4) Motor cars (including racing cars) and station wagons and similar dual purpose motor vehicles, assembled, with a value for sales duty purposes exceeding R4 050 (5) Motorised caravans and similar vehicles	12,5% 12,5% 20,5% 20,5% 33%"

Note.—The effect of this amendment is that the rate of sales duty on passenger vehicles with a seating capacity of not less than 10 seats and not exceeding 20 seats with a value for sales duty purposes exceeding R3 800 but not exceeding R4 450 and on motor cars, station wagons and similar dual purpose motor vehicles with a value for sales duty purposes exceeding R3 800 but not exceeding R4 050, is decreased from 20,5% to 12,5%, with retrospective effect to 1 September 1977.

No. R. 1876 16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/520)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1876 16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/520)

Under section 75 of the Customs and Excise Act, 1964 Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
312.02	Deur tariefpos No. 73.14 te skrap.	

Opmerking.—Die voorsiening vir 'n korting op reg op hoedendraad vir die vervaardiging van hoofdeksels word ingetrek, aangesien die skaal van reg daarop na vry verlaag is.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
312.02	By the deletion of tariff heading No. 73.14.	

Note.—The provision for a rebate of duty on millinery wire for the manufacture of headgear is withdrawn, as the rate of duty thereon has been reduced to free.

No. R. 1881 16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/506)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1881 16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/506)

Under section 48 of the Customs and Excise Act, 1964 Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Tariefpos	II Statistiese Eenheid	III Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
90.17 Deur subposte Nos. 90.17.20 en 90.17.30 deur die volgende te vervang: „90.17.20 Onderhuidsnale (met inbegrip van tandheelkundige inspuitnale): .10 Sonder nawe	getal	25% of 195c per 1 000		
.20 Met nawe	getal	25% of 630c per 1 000		
90.17.30 Wegdoenbare onderhuidse spuite van kunsplastiekstof, met of sonder naalde:				
.10 Met 'n inhoudsvermoë van hoogstens 5 ml	getal	25% of 1,5c elk		
.20 Met 'n inhoudsvermoë van meer as 5 ml	getal	25% of 3c elk		

Opmerking.—Die skale van reg op onderhuidsnale en sekere wegdoenbare onderhuidse spuite van kunsplastiekstof word gewysig in die mate aangedui.

SCHEDULE

I Tariff Heading	II Statistical Unit	III Rate of Duty		
		General	M.F.N.	Preferential
90.17 By the substitution for subheadings Nos. 90.17.20 and 90.17.30 of the following: “90.17.20 Hypodermic needles (including dental injection needles): .10 Without hubs	no.	25% or 195c per 1 000		
.20 With hubs	no.	25% or 630c per 1 000		
90.17.30 Disposable hypodermic syringes of artificial plastic material, with or without needles:				
.10 Of a capacity not exceeding 5 ml	no.	25% or 1,5c each		
.20 Of a capacity exceeding 5 ml	no.	25% or 3c each		

Note.—The rates of duty on hypodermic needles and certain disposable hypodermic syringes of artificial plastic material are amended to the extent indicated.

No. R. 1878

16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/521)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1878

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/521)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
305.01	Deur tariefpos No. 29.04 deur die volgende te vervang: „29.04 Isodekanol, vir gebruik by die ekstrahering van uraan Deur tariefpos No. 38.19 deur die volgende te vervang: „38.19 Reageermiddels, vir gebruik in die flotteringsproses	Volle reg” Volle reg”

Opmerking.—Die voorsienings vir 'n korting op reg op—

- (a) 4-metielpentan-2-ol, vir gebruik in die flotteringsproses, en
(b) flokkuleermiddels, vir gebruik by die ekstrahering van uraan,
word ingetrek.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
305.01	By the substitution for tariff heading No. 29.04 of the following: "29.04 Isodecanol, for use in the extraction of uranium By the substitution for tariff heading No. 38.19 of the following: "38.19 Reagents, for use in the flotation process	Full duty" Full duty"

Note.—The provisions for a rebate of duty on—

- (a) 4-methylpentan-2-ol, for use in the flotation process, and
 - (b) flocculants, for use in the extraction of uranium,
- are withdrawn.

No. R. 1880

16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/523)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1880

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/523)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
311.40	Deur tariefpos No. 51.04 deur die volgende te vervang: „51.04 Onbedrukte weefstowwe, geheel en al van garing van poliamiedvesels (kontinu) van meer as 75 dtex maar hoogstens 250 dtex, met 'n effebinding en met 'n massa per m ² van hoogstens 160 g, vir gebruik as buitestof by die vervaardiging van halfrokke met geëlastiseerde middelbande, broektype beenbedekkings met sytoegangsplete en geëlastiseerde middelbande, baadjies gewoonlik as windjakke bekend, reënjasse (met inbegrip van omkeertipe reënjasse) en reddingsbaadjies	Volle reg"
317.06	Deur na paragraaf (19) van tariefpos No. 87.06 die volgende in te voeg: „(20) Stuurwielkomponente, geheel of hoofsaaklik van metaal (uitgesonderd speke, buiteringe en metaalkerns), vir die vervaardiging van stuurwiele	Volle reg"

Opmerkings.—

1. Die voorsiening vir 'n korting op reg op sekere weefstowwe by item 311.40/51.04, vir die vervaardiging van sekere kledingstukke, word gewysig.
2. Voorsiening word gemaak vir 'n volle korting op reg op stuurwielkomponente geheel of hoofsaaklik van metaal (uitgesonderd speke, buiteringe en metaalkerns), vir die vervaardiging van stuurwiele.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
311.40	By the substitution for tariff heading No. 51.04 of the following: "51.04 Woven unprinted fabrics, consisting wholly of yarn of polyamide fibres (continuous) exceeding 75 dtex but not exceeding 250 dtex, in a plain weave and of a mass per m ² not exceeding 160 g, for use as outer cloth in the manufacture of skirts with elasticised waists, trouser type leggings with side access slits and elasticised waists, jackets commonly known as windbreakers, raincoats (including reversible raincoats) and life-jackets	Full duty"
317.06	By the insertion after paragraph (19) of tariff heading No. 87.06 of the following: "(20) Steering wheel components, wholly or principally of metal (excluding spokes, outer rings and metal cores), for the manufacture of steering wheels	Full duty"

Notes.—

1. The provision for a rebate of duty on certain woven fabrics in item 311.40/51.04, for the manufacture of certain articles of clothing, is amended.
2. Provision is made for a rebate of the full duty on steering wheel components wholly or principally of metal (excluding spokes, outer rings and metal cores), for the manufacture of steering wheels.

No. R. 1879

16 September 1977

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/522)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

No. R. 1879

16 September 1977

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/522)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
307.01	Deur tariefpos No. 29.03 deur die volgende te vervang: „29.03 Paratolueneensulfoonsuur	Volle reg

Opmerking.—Die voorsiening vir 'n korting op reg op nitrobenseen (mirbaanolie), vir die vervaardiging van sintetiese harse en kunsplastieke word ingetrek aangesien die voorsiening in onbruik geraak het.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
307.01	By the substitution for tariff heading No. 29.03 of the following: “29.03 Paratoluenesulphonic acid	Full duty

Note.—The provision for a rebate of duty on nitrobenzene (oil of mirbane), for the manufacture of synthetic resins and artificial plastics is withdrawn as the provision has fallen into disuse.

DEPARTEMENT VAN GESONDHEID

No. R. 1897

16 September 1977

WYSIGING VAN ROOKBEHEERSTREEKBEVEL INGEVOLGE ARTIKEL 20 (10) VAN WET 45 VAN 1965

Die Minister van Gesondheid het kragtens die bevoegdheid hom verleen by artikel 20 van die Wet op Voorkoming van Lugbesoedeling, 1965 (Wet 45 van 1965), die Bevel uitgevaardig kragtens genoemde artikel 20 ten opsigte van die regsgebied van die Munisipaliteit van Sandton en afgekondig by Goewermentskennisgewing R. 1470 van 23 Augustus 1974, soos volg gewysig:

Deur aan die einde van klousule 3 (1) (a) van die Bevel die volgende verdere voorbehoudsbepaling by te voeg:

“: Met dien verstande voorts dat die Brandweerhoof die brand van brandstoke kan toelaat op sodanige voorwaardes as wat die Raad van tyd tot tyd goedkeur.”.

DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING

No. R. 1885

16 September 1977

GRADERING EN MERK VAN VLEIS WAT BY SEKERE GEBIEDE VAN DIE REPUBLIEK VAN SUID-AFRIKA VERKOOP WORD.—WYSIGING

Die Minister van Landbou het kragtens die bevoegdheid hom verleen by artikel 89 van die Bemerkingswet, 1968 (No. 59 van 1968), die regulasies afgekondig by Goewermentskennisgewing R. 2387 van 22 Desember 1972, soos gewysig, verder gewysig soos in die Bylae hiervan uiteengesit, met ingang van 19 September 1977.

DEPARTMENT OF HEALTH

No. R. 1897

16 September 1977

AMENDMENT OF SMOKE CONTROL ZONE ORDER IN TERMS OF SECTION 20 (10) OF ACT 45 OF 1965

The Minister of Health has, under the powers conferred on him by section 20 of the Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965), amended the Order made under the said section 20 in respect of the area of jurisdiction of the Municipality of Sandton and published under Government Notice R. 1470 of 23 August 1974, as follows:

By the addition at the end of clause 3 (1) (a) of the following further proviso:

“: Provided further that the Chief Fire Officer may permit the burning of fire-breaks on such conditions as the Council may from time to time approve.”.

DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING

No. R. 1885

16 September 1977

GRADING AND MARKING OF MEAT SOLD IN CERTAIN AREAS OF THE REPUBLIC OF SOUTH AFRICA.—AMENDMENT

The Minister of Agriculture has, under the powers vested in him by section 89 of the Marketing Act, 1968 (No. 59 of 1968), further amended the regulations published by Government Notice R. 2387 of 22 December 1972, as amended, as set out in the Schedule hereto, with effect from 19 September 1977.

BYLAE

Die Bylae van Goewermentskennisgewing R. 2387 van 22 Desember 1972, soos gewysig, word hierby verder gewysig deur paragrawe (a) en (b) van subregulasie (2) van regulasie 22 deur die volgende paragrawe te vervang:

“(2) Beesvleis:			
(a) Super.....	Super	Rolmerk in	Pers
	Super	vertikale rye	
(b) Prima A.....	Super	Rolmerk in	Pers
	Super	vertikale rye	
Prima B.....	Prima	Rolmerk in	Groen.”.
	BBB	vertikale rye	
	Prima		
	BBB		

No. R. 1889

16 September 1977

HEFFING OP SLAGVEE GESLAG BY ABATTOIRS IN BEHEERDE GEBIEDE.—WYSIGING

Kragtens artikel 79 (a) van die Bemarkingswet, 1968 (No. 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Raad van Beheer oor die Vee- en Vleisnywerhede, vermeld in artikel 3 van die Vee- en Vleisreëlinskema, afgekondig by Proklamasie R. 200 van 1964, soos gewysig, kragtens artikel 16 van genoemde Skema, met my goedkeuring en met ingang van 19 September 1977, die heffings uiteengesit in die Bylae van Goewermentskennisgewing R. 1417 van 25 Julie 1975, soos gewysig, verder gewysig het op die wyse in die Bylae hiervan uiteengesit.

H. S. J. SCHOEMAN, Minister van Landbou.

BYLAE

Die Bylae van Goewermentskennisgewing R. 1417 van 25 Julie 1975, soos gewysig, word hierby verder gewysig deur die heffings op beeste uiteengesit in klousule 2 daarvan deur die volgende heffings te vervang:

	“Sent per kg koue gedresseerde massa
Beeste:	
(a) Administrasieheffing.....	0,587
(b) Spesiale heffing.....	3,742
(c) Spesiale maselbehandelingsheffing.....	0,070
dit wil sê 'n totaal van.....	<u>4,399</u>
(d) Spesiale assuransiëheffing.....	0,430

Met dien verstande dat die spesiale assuransiëheffing nie van toepassing is nie in die geval van—

(i) beeste wat dood of sterwend is of klaarblyklik deur 'n siekte aangetas is tydens aankoms by 'n abattoir of slagpale; en

(ii) beeste wat as graad vier gegradeer is ingevolge die regulasies kragtens artikel 89 van die Wet uitgevaardig.”.

No. R. 1892

16 September 1977

REGULASIES TER REËLING VAN DIE VEREISTE IN VERBAND MET DIE UITVOER VAN MIELIES UIT DIE REPUBLIEK VAN SUID-AFRIKA.—WYSIGING

Die Minister van Landbou het, kragtens die bevoegdheid hom verleen by artikel 4 van die Wet op Uitvoer van Landbouprodukte, 1971 (No. 51 van 1971), die regulasies in die Bylae hiervan uiteengesit, gemaak.

SCHEDULE

The Schedule to Government Notice R. 2387 of 22 December 1972, as amended is hereby further amended by the substitution for paragraphs (a) and (b) of subregulation (2) of regulation 22 of the following paragraphs:

“(2) Beef:			
(a) Super.....	Super	Roller-mark in	Purple
	Super	vertical rows	
(b) Prime A.....	Super	Roller-mark in	Purple
	Super	vertical rows	
Prime B.....	Prime	Roller-mark in	Green.”.
	BBB	vertical rows	
	Prime		
	BBB		

No. R. 1889

16 September 1977

LEVY ON SLAUGHTER ANIMALS SLAUGHTERED AT ABATTOIRS IN THE CONTROLLED AREAS.—AMENDMENT

In terms of section 79 (a) of the Marketing Act, 1968 (No. 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Livestock and Meat Industries Control Board, referred to in section 3 of the Livestock and Meat Control Scheme, published by Proclamation R. 200 of 1964, as amended, has, in terms of section 16 of the said Scheme, with my approval and with effect from 19 September 1977 further amended the levies set out in the Schedule to Government Notice R. 1417 of 25 July 1975, as amended, in the manner set out in the Schedule hereto.

H. S. J. SCHOEMAN, Minister of Agriculture.

SCHEDULE

The Schedule to Government Notice R. 1417 of 25 July 1975, as amended, is hereby further amended by the substitution for the levies on cattle set out in clause 2 thereof, of the following levies:

	“Cent per kg cold dressed mass
Cattle:	
(a) Administration levy.....	0,587
(b) Special levy.....	3,742
(c) Special measles treatment levy.....	0,070
i.e. a total of.....	<u>4,399</u>
(d) Special insurance levy.....	0,430

Provided that the special insurance levy shall not apply in the case of—

(i) cattle which are dead or moribund or obviously in a diseased condition on arrival at an abattoir or slaughterpole; and

(ii) cattle which have been graded as grade four in terms of the regulation made under section 89 of the Act.”.

No. R. 1892

16 September 1977

REGULATIONS FOR REGULATING THE REQUIREMENTS IN CONNECTION WITH THE EXPORT OF MAIZE FROM THE REPUBLIC OF SOUTH AFRICA.—AMENDMENT

The Minister of Agriculture has, under the powers vested in him by section 4 of the Agricultural Produce Export Act, 1971 (No. 51 of 1971), made the regulations set out in the Schedule hereto.

BYLAE

1. In hierdie Bylae beteken "regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 1070 van 17 Junie 1977.

2. Regulasie 1 word hierby gewysig—

(a) deur in die Engelse teks die woordskrywing van "bulk probe" deur die volgende woordskrywing te vervang:

"'bulk probe' means a double tube probe with multiple openings on one side of both tubes;"

(b) deur in die Engelse teks die volgende woordskrywing na die woordskrywing van "the Act" in te voeg:

"'waxy maize' means the threshed seed of *Zea mays ceratina*;"

3. Regulasie 15 word hierby gewysig deur die opskrif van subparagraaf (2) (b) (1) deur die volgende opskrif te vervang:

"(1) *Uit losmaathouers maar uitgesonderd uit 'n graan-suier*".

No. R. 1909

16 September 1977

RAAD VAN BEHEER OOR DIE SUIWELNYWERHEID, (S.W.A.).—PRODUSENTEPRYS VAN VARSMELK IN OTJIWARONGO, GROOTFONTEIN EN GOBABIS

Ingevolge die bepalings van artikel 12 (3) van die Ordonnansie op die Beheer van die Suiwelnywerheid (S.W.A.), 1962 (No. 29 van 1962), word hierby bekendgemaak dat die Raad van Beheer oor die Suiwelnywerheid, ingestel kragtens artikel 2 van genoemde Ordonnansie, kragtens die bevoegdheid hom verleen by artikel 10 (c) van genoemde Ordonnansie, met goedkeuring van die Minister van Landbou en met ingang van datum van publikasie hiervan, die prys in die Bylae hiervan uiteengesit, bepaal het ter vervanging van die prys afgekondig by Goewermentskennisgewing R. 1642 van 19 Augustus 1977 wat hierby met ingang van dieselfde datum herroep word.

BYLAE

1. In hierdie kennisgewing, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Ordonnansie op die Beheer van die Suiwelnywerheid (S.W.A.), 1962 (No. 29 van 1962), 'n betekenis geheg is, 'n ooreenstemmende betekenis.

2. Geen varsmelkprodusent mag varsmelk in die munisipale gebiede van Otjiwarongo, Grootfontein en Gobabis verkoop en geen varsmelkverwerker in die munisipale gebiede van Otjiwarongo, Grootfontein en Gobabis mag varsmelk aankoop of verkry nie, behalwe op die grondslag van volume en teen 'n ander prys as 24,0c per liter melk nie.

No. R. 1910

16 September 1977

RAAD VAN BEHEER OOR DIE SUIWELNYWERHEID (S.W.A.).—PRODUSENTEPRYS VAN VARSMELK IN WINDHOEK

Ingevolge die bepalings van artikel 12 (3) van die Ordonnansie op die Beheer van die Suiwelnywerheid (S.W.A.), 1962 (No. 29 van 1962), word hierby bekendgemaak dat die Raad van Beheer oor die Suiwelnywerheid, ingestel kragtens artikel 2 van genoemde Ordonnansie, kragtens die bevoegdheid hom verleen by artikel 10 (c) van genoemde Ordonnansie, met goedkeuring van die Minister van Landbou en met ingang van datum van publikasie hiervan, die prys in die Bylae hiervan uiteengesit, bepaal het ter vervanging van die prys afgekondig by Goewermentskennisgewing R. 1642 van 19 Augustus 1977.

SCHEDULE

1. In this Schedule "Regulations" means the regulations published by Government Notice R. 1070 of 17 June 1977.

2. Regulation 1 is hereby amended—

(a) by the substitution for the definition of "Bulk probe" of the following definition—

"'bulk probe' means a double tubed probe with multiple openings on one side of both tubes;"

(b) by the insertion after the definition of "the Act" of the following definition—

"'waxy maize' means the threshed seed of *Zea mays ceratina*;"

3. Regulation 15 is hereby amended by the substitution in the Afrikaans text for the heading of subparagraph (2) (b) (1) of the following heading:

"(1) *Uit losmaathouers maar uitgesonderd uit 'n graan-suier*".

No. R. 1909

16 September 1977

DAIRY INDUSTRY CONTROL BOARD, (S.W.A.).—PRODUCER'S PRICE OF FRESH MILK IN OTJIWARONGO, GROOTFONTEIN AND GOBABIS

In terms of the provisions of section 12 (3) of the Dairy Industry Control Ordinance (S.W.A.), 1962 (No. 29 of 1962), it is hereby made known that the Dairy Industry Control Board, established under section 2 of the said Ordinance, has, under the powers vested in it by section 10 (c) of the said Ordinance, with the approval of the Minister of Agriculture and with effect from the date of publication hereof, determined the price set out in the Schedule hereto, in substitution of the price published by Government Notice R. 1642 of 19 August 1977 which is hereby repealed with effect from the same date.

SCHEDULE

1. In this notice, unless inconsistent with the context, a word or expression to which a meaning has been assigned in the Dairy Industry Control Ordinance (S.W.A.), 1962 (No. 29 of 1962), shall have a corresponding meaning.

2. No fresh milk producer shall sell fresh milk in the municipal areas of Otjiwarongo, Grootfontein and Gobabis and no fresh milk processor in the municipal areas of Otjiwarongo, Grootfontein and Gobabis shall purchase or acquire fresh milk otherwise than on the basis of volume and at a price other than 24,0c per liter milk.

No. R. 1910

16 September 1977

DAIRY INDUSTRY CONTROL BOARD (S.W.A.).—PRODUCER'S PRICE OF FRESH MILK IN WINDHOEK

In terms of the provisions of section 12 (3) of the Dairy Industry Control Ordinance (S.W.A.), 1962 (No. 29 of 1962), it is hereby made known that the Dairy Industry Control Board, established under section 2 of the said Ordinance, has, under the powers vested in it by section 10 (c) of the said Ordinance, with the approval of the Minister of Agriculture and with effect from the date of publication hereof, determined the price set out in the Schedule hereto in substitution of the price published by Government Notice R. 1642 of 19 August 1977.

BYLAE

1. In hierdie kennisgewing, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Ordonnansie op die Beheer van die Suiwelnywerheid (S.W.A.), 1962 (No. 29 van 1962), 'n betekenis geheg is, 'n ooreenstemmende betekenis.

2. Geen varsmelkprodusent mag varsmelk in die munisipale gebied van Windhoek verkoop en geen varsmelkverwerker in die munisipale gebied van Windhoek mag varsmelk aankoop of verkry nie, behalwe op die grondslag van volume en teen 'n ander prys as 23,8c per liter melk nie.

DEPARTEMENT VAN SPORT EN ONTSPANNING

No. R. 1898

16 September 1977

WET OP DIE BEHEER VAN BOKS EN STOEL, 1954
(WET 39 VAN 1954), SOOS GEWYSIG

WYSIGING VAN BOKSBEHEERREGULASIES

Ingevolge artikel 9 van die Wet op die Beheer van Boks en Stoel, 1954 (Wet 39 van 1954), wysig die Minister van Sport en Ontspanning hierby, na oorlegpleging met die Suid-Afrikaanse Nasionale Boksbeheerraad, die boksbeheerregulasies daarkragtens uitgevaardig en gepubliseer in Goewermentskennisgewing R. 423 van 22 Maart 1963, soos volg:

Regulasie 5:

Vervang "50 sent" in die vyfde reël deur "R3,00".

SCHEDULE

1. In this notice, unless inconsistent with the context, a word or expression to which a meaning has been assigned in the Dairy Industry Control Ordinance (S.W.A.), 1962, (No. 29 of 1962), shall have a corresponding meaning.

2. No fresh milk producer shall sell fresh milk in the municipal area of Windhoek and no fresh milk processor in the municipal area of Windhoek shall purchase or acquire fresh milk otherwise than on the basis of volume and at a price other than 23,8c per liter milk.

DEPARTMENT OF SPORT AND RECREATION

No. R. 1898

16 September 1977

BOXING AND WRESTLING CONTROL ACT, 1954
(ACT 39 OF 1954), AS AMENDED

AMENDMENT OF BOXING CONTROL REGULATIONS

In terms of section 9 of the Boxing and Wrestling Control Act, 1954 (Act 39 of 1954), the Minister of Sport and Recreation, after consultation with the South African Boxing Control Board, hereby amends the Boxing Control Regulations framed under the said section and published under Government Notice R. 423 of 22 March 1963, as follows:

Regulation 5:

Substitute "R3,00" for "50 cents" in the fifth line.

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Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

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