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No. 9406

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAAG

No. R. 1884 31 Augustus 1984

WET OP ARBEIDSVERHOUDINGE, 1956

BROUNYWERHEID, KAAPSTAD.—OOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1985 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 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 Augustus 1985 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BROUNYWERHEID, KAAPSTAD OOREENKOMS

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

South African Brewing Industry Association

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

Brewery Employees' Union (Cape Peninsula)

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

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

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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1884

31 August 1984

LABOUR RELATIONS ACT, 1956

BREWING INDUSTRY, CAPE TOWN.—AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1985, 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; and

(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) (b), 2, 6 (3) (d), 16 and 19, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL OF THE BREWING INDUSTRY, CAPE TOWN

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

South African Brewing Industry Association

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

Brewery Employees' Union (Cape Peninsula)

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

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

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1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word—

(a) in die munisipale gebied van Kaapstad;

(b) deur alle werkgewers in die Brounywerheid wat lede van die werkgewersorganisasie is en by die Brounywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in dié Nywerheid werkzaam is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in klousule 4 voorgeskryf word;

(b) van toepassing op vakleerlinge vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of 'n kontrak of voorwaardes daarkragtens aangegaan of gestel nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 (1) van die Wet bepaal, en bly van krag vir die tydperk wat op 31 Augustus 1985 eindig of vir die tydperk wat hy vasstel.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, Wet 28 van 1956;

"administrasie-assistent" 'n werknemer wat brieve, boodskappe of goedere te voet, per fiets of driewiel aflewer, en wat daarbenewens tee of soortgelyke verversings voorberei en bedien, algemene skoonmaakpligte uitvoer, telefoonboodskappe neem, 'n stofsuier en vloerpolerdeur bedien, wat ook 'n kantooropdruiserder en/of fotokopieermasjien kan bedien en alle klerklike pligte in verband daarmee uitvoer;

"namiddagskof" die werkskof wat geheel en al of vir die grootste gedeelte in die tydperk na 17h30 val;

"vakleerling" 'n werknemer wat in diens is ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word, of 'n vakleerlingkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is, en sluit dit ook 'n minderjarige in wat ingevolge genoemde Wet op Mannekragopleiding op proef in diens is;

"ambagsman" vir woordomskrywings- en klassifikasiedoeleindes 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoold ambagsman verrig word, en vir die toepassing van hierdie omskrywing betrek die uitdrukking "geskoonde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Mannekragopleiding aan hom uitgereik ingevolge artikel 6 van die Wet op Mannekragopleiding, 1981, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge van artikel 2 (7) of artikel 7 (3) van genoemde Wet;

"ambagsman se assistent" 'n werknemer, uitgesonderd 'n ambagsman, wat die volgende pligte uitvoer: Defekte dele van installasie of masjienerie verwijder en vervang, sny, buig, skroefdraad sny, swis of alle ander pligte wat daarmee in verband staan, en wat toesig kan hou oor arbeiders wat hom met sy werk help;

"ambagsman se arbeider" 'n werknemer wat 'n ambagsman of faktotum behulpsaam is met al sy pligte, en wat dié pligte kan uitvoer wat die ambagsman of faktotum aan hom opdra: Met dien verstande dat sodanige pligte nie die selfstandige gebruik van gereedskap meebring nie;

"ketelskoonmaker" 'n werknemer wat diens doen onder die toesig van 'n gediplomeerde ingenieur, en wat onderdele van ketels vir die jaarlike inspeksie deur die fabrieksinspekteur uitmekaarhaal, skoonmaak, verf, vervang en weer inmekarsit, wat die hitteverhaler skoonmaak, alle masjienerie in die ketelhuis smeer en olie, en wat ander algemene skoonmaakpligte in die ketelhuis en omliggende werkoppervlakte kan uitvoer;

"ketelstoker" 'n werknemer wat ketelvure maak en in stand hou, as verwyder, hefbole en kontroles hanteer om stoomdruk op die vereiste peil te hou en om tovoerwatertanks vol te hou, en wat die opsigter oor ingenieursdienste behulpsaam is wanneer laasgenoemde met die instandhouding van masjienerie besig is;

"ketelhuisarbeider" 'n werknemer wat steenkool van die kolebunker na die ketelhuis vervoer en elke vrag se massa meet en aantekening daarvan hou, wat ook die as uit die ketelhuis na die ashope verwyder, algemene skoonmaakpligte in die ketelhuis uitvoer sowel as dié skoonmaak- en ongeskoonde pligte wat nodig sou wees vir die jaarlike voorbereiding van ketels vir inspeksie;

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) in the municipal area of Cape Town;

(b) by all employers in the Brewing Industry who are members of the employers' organisation and who are engaged in the Brewing Industry and by all employees who are members of the trade union and who are employed in that Industry.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 31 August 1985 or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act. Any reference to an Act shall include any amendment of such Act and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Labour Relations Act, Act 28 of 1956;

"administration assistant" means an employee who is engaged in delivering or carrying letters, messages or goods on foot or by means of a bicycle or tricycle, and who, in addition, makes and serves tea or similar beverages, performs general cleaning duties, takes telephone messages, operates a vacuum cleaner and floor polisher and may operate an office duplicator and/or photocopying machine and performs all clerical duties incidental thereto;

"afternoon shift" means a shift of work, the whole or major part of which falls after 17h30;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Manpower Training Act, 1981, and includes a minor employed under probation in terms of the said Manpower Training Act;

"artisan" means, for the purpose of definition and classification, 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 Manpower Training Act, 1981, or who holds a certificate of proficiency issued to him by the Registrar of Manpower Training in terms of section 6 of the Manpower Training Act, 1981, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

"artisan's aid" means an employee, other than an artisan, engaged in the following duties: removing and replacing defective parts on plant or machinery, cutting, bending, threading, welding or any other duties incidental thereto, and who may supervise labourers who assist him in his work;

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

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

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

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

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

"bottelaflasarbeider" 'n werknemer wat alle afgekeurde bier in 'n houer uitgooi en dit na die terugvoertenks pomp, en wat ook 'n bottellaalhyser bedien, afvalglas se massa meet, afvalglasblanke skoonmaak, help met ongeskoonde en algemene arbeid by bottelvleenehede wanneer nodig, en wat uitrusting en die omliggende werkoppervlakte skoonmaak;

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

"Brounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigermate te beperk, die Nywerheid wat uitgeoefen word in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is of geregistreer moet word met die doel om bier ingevolge die Drankwet, 1978, te brou, en/of mout in verband met die brou van bier te vervaardig;

"brouskofopsigter" 'n werknemer wat beheer uitoefen oor die werksaamhede van die brouerykompleks en pligte uitvoer soos toesighouding oor en opleiding van die personeel in die maal van mout, kook van mieliegrutte, fynmaak, suiker, oppomp, grintspat en kook van wort, bediening van die hopfiltreerder en die pomp van wort na bo en registers byhou; en wat in die verouderingskelderkompleks pligte uitvoer soos toesighouding oor en opleiding van die personeel, tapdruk kontroleer, karamel meng, die aansigtis en CO₂-inspuiting regstel, die nodige bymiddels byvoeg en registers byhou; of wat in die giskelderkompleks pligte uitvoer soos toesighouding oor en opleiding van die personeel, wort laai afkoel en gis, gis hantereer, uitrusting steriliseer en skoonmaak; en alle werksaamhede wat daarmee gepaard gaan;

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

"broueryproseswerker" 'n werknemer wat die broueryskofopsigter regstreeks behulpsaam is met die uitvoer van die volgende pligte: Sorg dat nuwe materiaal reg ontvang, opgeberg en die massa daarvan gemeet word, dat materiaal reg verwerk word wanneer dit gemaal, fynemaak, gekook, gesuiker en gaar gekook word en wanneer wort na die worthouers opgepomp word, met inbegrip van alle werksaamhede wat daarmee gepaard gaan; wat help met die skoonmaak van uitrusting en die werkoppervlakte, en wat ook toesig kan hou oor arbeiders wat hom help;

"grofskilder" 'n werknemer wat oppervlaktes op masjiene en geboue gereed maak deur dit skoon te maak, af te skraap, 'n grondlaag verf te gee, en dit met aangemaakte verf te verf, wat algemene sjabloonwerk verrig en stukkende vensteruite vervang, waarby arbeiders hom behulpzaam kan wees;

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

"eetloakaalspanleier" 'n werknemer wat toesig hou oor die skoonmaak van die eetloakaal, kombuis en kleedkamers, die bediening van maaltye behartig en eetloakaalbier uitrek, aantekeninge byhou van voorrade, kontant ontvang en van wie daar ook vereis kan word om met skoonmaakwerk behulpzaam te wees;

"bediener van 'n draverpakningsmasjien" 'n werknemer wat 'n megalies aangedreve draverpakningsmasjien bedien, daagliks die datum-kodestempel stel en die masjien olie en smeer, en van wie ook vereis kan word om toesig te hou oor arbeiders wat hom behulpzaam is;

"kartonstikker/-naaister" 'n werknemer wat 'n megalies aangedreve stik- en/of naaimasjien bedien, kartonne saamvoeg, beskermende klere heelmaak, aantekenung hou van werksaamhede, beheer uitoefen oor ongeskoonde arbeiders, en alle ander pligte uitvoer wat daaruit voortspruit;

"los arbeider" 'n werknemer wat in soorte werk waarvan in klausule 4 van hierdie Ooreenkoms melding gemaak word as graad I of graad II vir 'n tydperk van hoogstens drie dae in 'n week op 'n daaglikske basis diens doen;

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

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

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

"Brewing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry carried on in establishments registered or liable to registration under the Factories, Machinery and Building Work Act, 1941, for the purpose of brewing malt liquor in terms of the Liquor Act, 1978, and/or the manufacture of malt in connection with the brewing of malt liquor;

"brewing shift overseer" means an employee engaged in the control of the operation of the brewhouse complex, performing duties such as supervision and training of staff, milling of malt, cooking maize grits, mashing, lautering, underletting, sparging and boiling wort, operating hop strainer, and pumping of wort, record keeping; the storage cellar complex, performing duties such as the supervision and training of staff, controlling bunging pressures, mixing caramel, adjusting primings and CO₂ injection, adding the required additives, record keeping; or the fermenting cellars complex, performing duties such as supervision and training of staff, wort cooling and fermenting, yeast handling, sterilising and cleaning of equipment; and all operations incidental thereto;

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

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

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

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

"canteen leading hand" means an employee who supervises the cleaning of the canteen, kitchen and change-rooms, attends to the serving of meals and issues canteen beer, keeps stock records, receives cash, and may also be required to assist in cleaning;

"carry pack wrapping machine operator" means an employee who operates a mechanically operated carry pack wrapping machine, daily sets date coding, and oils and greases machine and may have to supervise labourers who assist him;

"carton stitcher/seamstress" means an employee who operates a mechanically driven stitching and/or sewing machine, assembles cartons, repairs protective clothing, keeps tally of operations, controls unskilled labour and performs all other duties incidental thereto;

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

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

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

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

"deurlopende skof" 'n skof van hoogstens agt agtereenvolgende ure in 'n sekseie van die bedryfsinrigting waarvan die prosesse as onafgebroke verklaar is ingevolge die Wet op Basiese Diensvoorwaarde, Wet 3 van 1983, en behoudens klosluses 7 en 11 van hierdie Ooreenkoms;

"kok" 'n werknemer wat maaltye gaarmaak en bedien, koffie maak en kook- en ander kombuisgerei skoonmaak en wat alle ander pligte in verband daarmee uitvoer;

"Raad" die Nywerheidsraad vir die Brounywerheid, Kaapstad, wat geregistreer is ingevolge artikel 2 van die Wet op Arbeidsverhoudinge, 1956;

"dagloon" die uurloon vermenigvuldig met nege;

"afgieter" 'n werknemer wat help om alle afgekeurde materiaal in 'n houer leeg te maak en dit na die terugvoertenks terugpomp; wat daarbenewens die afgiethouer steriliseer en die uitrusting asook die werkopvlakte skoonmaak; wat afloswerk doen wanneer nodig en wat alle pligte uitvoer wat daarmee gepaard gaan;

"afleweringswerker" 'n werknemer wat die drywer van 'n motorvoertuig behulpsaam is en toesig hou oor arbeiders by dié geleenthede wannek die werkewer 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 hours laai en aflaai en vrage reël en nagaan, wat seker maak dat al die tersaakklike dokumente aan die klant uitgereik word, wat alle nodige registers vir die werkewer byhou en wat ook die pligte van 'n distribusiehoofwag uitvoer;

"distribusiehoofwag" 'n werknemer wat die distribusiedrywer behulpsaam is met die toesig oor die laai, aflaai, nagaan en beveiliging van bier en leë hours, wat toesig hou oor die arbeiders, behulpsaam is met die skoonmaak van voertuie en alle pligte uitvoer wat daarmee in verband staan en wat daarbenewens ook verplig kan word om die pligte van 'n distribusiearbeider of 'n algemene arbeider tydens periodes van handelslapte uit te voer;

"distribusiedrywer—swaar voertuie" 'n werknemer wat 'n motorvoertuig en/of 'n motorvoertuig met sleepwa en/of 'n tenkwa dryf, bier aan die groot- en kleinhandel lever en al die nodige dokumentasie hanteer, en vir die toepassing van hierdie omskrywing word die uitdrukking "'n gelisensierte handelsmotorvoertuig dryf" geag alle typerke in te sluit waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuie en alle typerke wat hy verplig is om op sy pos te wees en gereed om te dryf; en wat ook voertuiginspeksie uitvoer soos voorgeskryf en sodanige voertuie skoonmaak, wat ander pligte uitvoer soos toesighouding oor en opleiding van die personeel en positiwe klantverhoudinge in verband met aflewering opbou en handhaaf, en van wie verder vereis kan word om in tye van handelslapte die pligte van die diensdrywer uit te voer;

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

"rioolskoonmaker" 'n werknemer wat alle rirole in die brouery skoonmaak en ontsmet, wat verstopte riolopype, toilette en sanitêre afvoerpype skoonmaak, en wat onmiddellik alle buitengewone verskynsels wat hy in die riolostelsel opmerk by sy senior aannemel;

"dromkamerarbeider" 'n werknemer wat ontkiemdromme met groenmout uit weektenks vul, dromme in 'n vervoortoezel leegmaak, die mout na verskillende droogonde roeteer, die dromme en werkopvlakte skoonmaak en daarbenewens verskillende materiale kan hanteer, mout en gars in sakke kan plaas en die sakke toewerk;

"diensdrywer" 'n werknemer wat 'n motorvoertuig en/of 'n motorvoertuig met sleepwa en/of 'n tenkwa dryf wat bier en hours tussen brouery en depots vervoer, wat verder verantwoordelik is vir die regstoot van voertuie, 'n vurkhyswa dryf as dit nodig is en alle pligte uitvoer wat daarmee gepaard gaan;

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

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

"continuous shift" means a shift not exceeding a consecutive period of eight hours, in a section of the establishment whose processes have been declared continuous in terms of the Basic Conditions of Employment Act, Act 3 of 1983, and subject to the provisions of clauses 7 and 11 of this Agreement;

"cook" means an employee who cooks, serves meals, makes coffee and cleans cooking and other kitchen utensils, and performs any other duties incidental thereto;

"Council" means the Industrial Council for the Brewing Industry, Cape Town, registered in terms of section 2 of the Labour Relations Act, 1956;

"daily rate" means the hourly wage multiplied by nine;

"decant attendant" means an employee who attends to the emptying of all rejected products into a vessel and pumps it to the rest return tanks; who, in addition, sterilises the decant vessel and cleans equipment and the work area, who does relief work when required and performs all other duties incidental thereto;

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

"distribution head guard" means an employee who assists the distribution driver with the supervision of loading, unloading, checking and security of beer and empties, supervises labour, assists with the cleaning of vehicles and performs any duty related thereto and who, in addition, may be required to perform the duties of distribution labourers or general labourers in periods of slack trade;

"distribution heavy vehicle driver" means an employee who is engaged as a driver of a motor vehicle and/or a motor vehicle and trailer and/or a road tanker, delivering beer to the wholesale and retail trade and attending to all necessary documentation, and, for the purposes of this definition, "driving a licensed trade motor vehicle" is deemed to include all periods of driving and any time spent by the driver on work connected with the vehicle and all periods during which he is obliged to remain on duty in readiness to drive; and who also performs vehicle checks as directed and cleans such vehicles, who performs other duties such as the supervision and training of staff and developing and maintaining positive customer relations regarding delivery, and who may further be required to perform the duties of the duty driver in periods of slack trade;

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

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

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

"duty driver" means an employee who is engaged as a driver of a motor vehicle and/or a motor vehicle and trailer and/or a road tanker making inter-brewery and inter-depot transfers of beer and containers, is further responsible for the manoeuvring of vehicles, drives a forklift truck when required, and who performs any duty related thereto;

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

"emergency work" means—

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

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

"noodwerk"—

(a) alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, gewelddaad, opstand, hetsy regstreks of onregstreks in verband met die Nywerheid, epidemie of diefstal, sonder versuim gedoen moet word;

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

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

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

(e) die werk van of in verband met die laai of aflaai van vrugmotors of voertuie wat aan die Suid-Afrikaanse Vervoerdienste behoort;

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

"nasienier van leë houers" 'n werknemer wat alle inkomende leë houers en houers wat teruggestuur moet word, nagaan, seker maak dat hulle reg gedokumenteer word en teruggestuurde leë houers opskryf; wat nagaan of leë houers in die pakhuise netjies opgestapel is, voorraad opneem, leë houers uitrek, toesig hou oor die vervanging en laai van vurkhyswabattery, toesig hou oor vurkhyswadrywers en arbeiders, en wat huishoudingspligte uitvoer;

"inspekteur van leë houers" 'n werknemer wat onbruikbare houers en bottels afkeur en alle afval verwyder, wat daarbenewens afvalglas se massa meet, registers byhou van stukkende houers en skoonmaakpligte op die werkoppervlakte uitvoer;

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

"ingenieursfaktotum" 'n werknemer, uitgesonderd 'n ambagsman, wat deur middel van bedryfsherstelwerk, soos die vervanging van geslyte onderdelle, alle installasievultoestelle, soos wastoestelle, etiketteermasjiene, pasteuriseermasjiene, dryfbande en vervoerbande, in stand hou, en belangrike defekte wat hy opmerk by sy senior aanmeld;

"opsigter oor ingenieursdienste" 'n werknemer wat koelinstallasies, lugkompressors en stoomketels bedien en beheer en ander ingenieursdienste lever en seker maak dat registers reg gehou word; wat toesig hou oor enjinkamer- en ketelhuispersonneel en hulle oplei, en wat behulpsaam kan wees met onderhoudswerk in sy seksie, soos byvoorbeeld die opknapping en regstelling van alle installasies in die enjinkamerkompleks;

"enjinkamerskoommaker" 'n werknemer wat skoonmaakpligte in die enjinkamer en op die omliggende werkoppervlakte uitvoer, boodskappe dra, vir die ingenieursafdeling tee maak en wat die opsigter oor ingenieursdienste regstreks behulpsaam is met die smeer van pompe;

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

"gispreseswerker" 'n werknemer wat die giskameropsigter met die volgende pligte behulpsaam is: Gishanteeruitrusting bedien in die hele gispreses, die wort berei en dit pomp van die warmworthouers deur die newvloeiverkoeler en sentrifuge na die opvangvat; bier belug, ekstrakteghalte toets en ander werksaamhede wat daarmee gepaard gaan verrig, alle uitrusting wat gebruik word, sowel as die werkoppervlakte, skoonmaak en steriliseer, en toesig kan hou oor arbeiders wat hom help;

"gispresesarbeider" 'n werknemer wat tenks skoonmaak, vate en worthouers was, wat gemoeid is met die algemene skoonmaak van die perseel en die gispreseswerker en die gishanteerder regstreks behulpsaam is by die hantering van bestanddele of by alle ander werksaamhede wat hulle verrig;

"vultoestelbediener" 'n werknemer wat die volgende pligte uitvoer: Of 'n blikvl- en bliknaatmasjiën of 'n bottelvl- en bottelkroonkurkmasjiën bedien, met gereelde tussenpose die masjiën verstel, instel, skoonmaak en smeer en die masjiën en werkoppervlakte steriliseer; wat daarbenewens deur middel van emalje-aanslae en druktoetse vasstel of die blikke aan die spesifikasies voldoen, en toesig hou oor werkers in die onmiddellike omgewing van sy eenheid;

"filtec-werker" 'n werknemer wat die verwerkingsmasjiën vir produkte van verskillende groottes stel, wat die afgekerde bottels bymekaaik en hulle in kartonhouers verpak, wat die oorbringers van alle hindernisse en glasstukke skoonmaak, die masjinerie en die werkoppervlakte in die algemeen skoonmaak en wat alle pligte uitvoer wat daarmee gepaard gaan;

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

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

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

(e) the work of or in connection with the loading or unloading of trucks or vehicles belonging to the South African Transport Services;

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

"empties checker" means an employee who checks all incoming empties and returnable containers, ensures that they are correctly documented and summarises empty returns; who checks the empties in the warehouse are neatly stacked, takes stock, issues empties, supervises changing and charging of forklift batteries, supervises forklift truck drivers and labourers; and who performs housekeeping duties;

"empties container inspector" means an employee who inspects empties and containers, rejecting unserviceable containers and bottles and removes any rubbish; who, in addition, mass-measures cullet, keeps record of broken containers and performs cleaning duties in the working area;

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

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

"engineering services overseer" means an employee who is engaged in the operation and control of refrigeration plant, air compressors, steam boilers and other engineering services and ensures the correct entry of records; who supervises and trains engine-room and boilerhouse staff and may be involved in maintenance work in his section such as overhauling and adjustments to all plant in the engine room complex;

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

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

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

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

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

"filtec attendant" means an employee who sets the rejection machine for different product sizes, collects the rejected bottles and packs them into cartons, who cleans the conveyors of obstacles and broken glass and generally keeps the machines and working area clean, and who performs all other duties incidental thereto;

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

"fork-lift truck driver" means an employee engaged in operating a power-driven fork-lift truck or tractor used for loading, unloading, moving and stacking goods; who, where necessary, checks oil, fuel and water levels and tyre pressures and cleans such vehicles; who, in

"filterbediener" 'n werknemer wat die volgende pligte uitvoer: Bier filtreer en karboneer, aansigtis by die bier voeg terwyl dit na die helderbierkelders oorgeplaas word, filtrasierbestanddele meng en behandel, voorfiltrasierbehandeling toedien, wasigheidsslesings neem en aanteken, uitrusting en die omgewing daarvan steriliseer en skoonmaak en alle werksaamhede verrig wat daarmee gepaard gaan, en wat al die nodige dokumentasies soos filtrasier-aantekeninge byhou, die kelderopsigter behulpsaam is met voorraderekonsiliaasie en wat toesig kan hou oor arbeiders en kelderproseswerkers wat hom help;

"vurkhyswadrywer" 'n werknemer wat 'n kragaangedrewe vurkhyswa of trekker dryf wat gebruik word vir die laai, aflaai, vervoer en opstapel van goedere; wat, wanneer nodig, die olie-, brandstof- en waterpeile en banddruk van dié voertuie nagaan en hulle skoonmaak; van wie daar verder vereis kan word om kiste, bakke en palette met die hand heel te maak, om materiaal volgens grootte te sny, en wat aangesê kan word om te help met die laai en aflaai van goedere en om vol bierhouers bymekaar te sit en leës van mekaar te skei, en om algemene huishouwerk te doen, en wat ander pligte uitvoer wat daarmee gepaard gaan;

"nasiener van vol houers" 'n werknemer wat verantwoordelik is vir die akkurate voorbereiding van laaiwerk, wat die laai van alle spoorweg-trokke en vrugmotors kontroleer, sorg dat alle tersaaklike dokumente korrek ingevul en geliasseer is en dat arbeiders onder sy toesig korrek opstapel; wat voorrade opneem, toesig hou oor vurkhyswadrywers en arbeiders ooreenkomsdig werkgehalte, produksie, veiligheid en bedryfsorg, en wat, indien vereis, daarbenewens die pligte van nasienier van leë houers uitvoer of alle ander pligte wat verband hou met die doeltreffende bedryf van die pakhuis;

"verpakker van vol houers" 'n werknemer wat artikels van dieselfde grootte en getal in houers pak wat spesial ontwerp is om hulle te bevat, wat ook klappe van kartonhouers kan toemaak, hulmeet gompapier kan verseël en die datum op die kartonhouers en op kiste kan stempel, en wat ook pligte van algemene en ongeskoold aard uitvoer, soos skoonmaak van die bottelbaan en omliggende werkoppervlakte;

"oondarbeider" 'n werknemer wat hoofsaaklik oondvure maak en aan die gang hou, as verwyder, steenkool gaan haal en sowel die oonde as die oondkamer skoonmaak, wat daarbenewens die opsigter oor ingenieursdienste in kennis stel indien die mouthyser, vervoerband en sif nie behoorlik funksioneer nie, en wat mout in die droogond met 'n graaf omkeer;

"garagewerker" 'n werknemer wat alle broueryvoertuie smeer en die olie byvul of vervang, wat brandstof uitreik en die nodige dokumente byhou, wat die dieselwerktuigkundige met al sy pligte behulpsaam is en wat eenvoudige monteerpligte uitvoer wat die dieselwerktuigkundige aan hom opdra, soos die vervanging van 'n oliebak: Met dien verstande dat hierdie pligte onder die regstreekse toesig van die dieselwerktuigkundige uitgevoer word of sy uiteindelike verantwoordelikheid bly; wat daarbenewens hidrouliese installasies en alle skoonmaaktoestelle bedien, en wat verantwoordelik is vir alle skoonmaakpligte in die garage;

"garagefaktotum" 'n werknemer wat oppervlakpaneelklopwerk vergig, oppervlakte voorberei om geverf te word, voertuigbakke of -onderstelle met 'n kwas of sproeijsput verf, steunklampe deur middel van puntswising vasheg, defekte dele aan voertuie soos stampers, verkoelers en modderskermers verwijder en vervang, en toesig hou oor arbeiders wat hom met sy werksaamhede bystaan;

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

"tuinarbeider" 'n werknemer wat verskillende soorte tuinwerk onder die toesig van 'n tuinier verrig, tuingrond voorberei vir beplanting deur dit te spit, te hark, te sif en mis en kunsmis in te spit, wat ook volgens die tuinier se voorskrifte plant en die tuin in stand hou deur dit nat te lei, onkruid uit te haal en heinings te snoei, en wat 'n kragaangedrewe grassnymasjien met 'n snywydte van hoogstens 56 sentimeter bedien;

"algemene poelarbeider" 'n werknemer wat pligte van 'n algemene en ongeskoold aard uitvoer, waar dit ook al vereis word;

"smeerder" 'n werknemer wat uitrusting smeer en olie en onmiddellik alle defekte wat hy opmerk by sy senior aanmeld; en van wie daar vereis kan word om geslyte nippels te vervang en die ingenieursfaktotum met dringende take behulpsaam te wees;

"faktotumskrynerwerker" 'n ander werknemer as 'n ambagsman, wat pligte uitvoer soos houtartikels herstel en maak, afskortings bou, pype aanlê, eenvoudige baksteenwerk oprig, die lugfilter weer met watte pak, geslyte wasters in krane en tenks vervang en alle werk in verband daarmee verrig, en van wie daar vereis kan word om toesig te hou oor arbeiders wat hom met sy werk behulpsaam is;

addition, may be required to repair cases, trays and pallets by hand and cutting materials to size, who may be called upon to participate in the loading and off-loading of goods, mixing of full beer and demixing of empty containers and general housekeeping and who performs any other duties incidental thereto;

"fulls checker" means an employee who is responsible for the accurate preparation of loads, who checks the loading of all rail and road trucks, ensures that relevant documents have been correctly filled in and filed and that employees supervised by him stack correctly; who takes stock, supervises fork-lift truck drivers and labourers in terms of work quality, output, safety and housekeeping, and, if required, performs in addition the duties of empties checker or any other duties related to the efficient operation of the warehouse;

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

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

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

"garage handyman" means an employee who is engaged in surface panel beating, preparing surfaces for painting, painting vehicle bodies or chassis by brush or spray gun, spot welding to secure brackets, removing and replacing defective parts on vehicles such as bumpers, radiators and mudguards and supervising labourers assisting him in his duties;

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

"garden labourer" means an employee engaged in sundry gardening activities under the supervision of a gardener; who prepares garden soil for planting by digging, raking, sieving and by digging in manure and fertiliser, who plants as instructed by a gardener and maintains garden by watering, weeding and cutting hedges, and who operates a powered lawn mower with a cutting width of not more than 56 centimetres;

"general pool labourer" means an employee engaged in duties of a general and unskilled nature wherever required;

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

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

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

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

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

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

"labeller operator" means an employee who is engaged in the operation of bottle labelling and dating machines, including gum preparation, who adjusts, sets and does minor maintenance on these machines and who cleans the machines and working area;

"faktotum-elektrisiën" 'n ander werknemer as 'n ambagsman, wat elektriese uitrusting onder toesig van 'n elektrisiën herstel en opknap, gloeilampe en defekte skakelaars vervang, steierwerk bou, leipype sny, buig en draadsny, koelerpompe en -kleppe nagaan, wat die passers behulpsaam is met hul pligte en wat alle ander pligte uitvoer wat daar mee gepaard gaan;

"uurloon" die weekloon in klosule 4 van hierdie Ooreenkoms voor geskryf, gedeel deur 45;

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

"etiketadresseerde" 'n werknemer wat etikette druk en in kategorieë sorteer, etikette afstel, hulle op kartonhouers plak, gom meng, kiste opstapel en kratte vir verskeping verpak, en van wie daarbenewens vereis word om stelery in die pakhuis te voorkom, om bier van die padpakhuis te vervoer en om skoonmaakpligte in die pakhuis uit te voer;

"etiketteermasjienebediener" 'n werknemer wat botteletiketteer- en botteldateermasjiene bedien en wat ook gom berei, genoemde masjiene regstel en stel en minder belangrike onderhoudspligte in verband daar mee uitvoer, en wat die masjiene en werkoppervlakte skoonmaak;

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

"bediener van grassnymasjiene" 'n werknemer wat grassnymasjiene bedien, die grassnymasjiene olie, smeer en skoonmaak en die brandstof tanks van sodanige masjiene vul, en wat daarbenewens ook help deur te spit, te hark, te plant, nat te lei, misstowwe in te spit en heinings te snoei;

"hoofgroskilder" 'n werknemer wat toesig hou oor verwerkzaamhede deur die werk toe te wys en toe te sien dat dit volgens spesifikasie gedoend word, en wat daarbenewens oppervlakte kan voorberei en hulle kan verf, stukkende ruite kan vervang, verf bestel en meng en alle ander pligte in verband daarmee uitvoer;

"drywer van 'n ligte motorvoertuig" 'n werknemer wat 'n ligtediensvoertuig met 'n onbelaste massa van hoogstens 1 814,4 kg dryf wat gebruik word vir die aflewing en afhaal van posstukke, pakkette, masjienderdele en dergelyke voorwerpe en wat in die loop van sy werk gevra kan word om geld te haanteer; wat daagliks tagtografiese skywe vervang en, wanneer nodig, die olie-, brandstof- en waterpeile en banddruk nagaan en die voertuig skoonmaak, en wat met die algemene arbeidsplichte in die garage behulpsaam is wanneer hy nie dryf nie;

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

"moutmeulbediener" 'n werknemer wat toesien dat die moutmeul reg werk en reg gestel is, dat grondstowwe reg ontvang, opgeberg, die massa daarvan gemeet, dit gemeng en voorberei word en dat registers van voorrade gehou word, wat alle uitrusting en werkoppervlaktes van skoonmaak, en toesig kan hou oor arbeiders wat hom behulpsaam is;

"arbeider wat materiaal haanteer" 'n werknemer wat pligte uitvoer in verband met die hantering van materiaal, soos die laai van afvalglas en kiste bier, die aflaai van steenkool, gars, ens., en wat daarbenewens leë houers kan sorteer, gebreekte en ongeskikte bottels kan verwijder en werkoppervlaktes kan skoonmaak;

"spanleier by materiaalhantering" 'n werknemer wat alle tipes masjienerie en uitrusting laai, aflaai, vervoer en plaas, steiers oprig onder die regstreekse toesig van 'n ingenieur of gekwalfiseerde ambagsman soos in hierdie klosule omskryf, wat ook virkhyswabattery omruil en gate in die teerblad opvul, toesig hou en beheer uitvoer vir arbeiders wat materiaal haanteer, en wat pligte kan uitvoer in verband met die hantering van materiaal;

"opsigter oor materiaalhantereers" 'n werknemer wat die materiaalhantering vir die hele brouery organiseer en 'n diesellokomotief bedien wat gebruik word om spoorwegtrokke in die broueryterrein en die spoorrangeergebied te ranger; wat, waar nodig, die olie-, brandstof- en waterpeil nagaan en geringe herstel- en regstelwerk verrig; en wat daarbenewens behulpsaam is met die nagaan van inkomenne goedere om te sorg dat die regte hoeveelheid goedere afgelewer word en wat pligte uitvoer soos die toesig oor die opleiding van die personeel;

"bode" 'n werknemer wat brieke, boodskappe of goedere te voet of met 'n fiets of driewiel aflewer of vervoer en wat daarbenewens tee of soortgelyke dranke maak en bedien, algemene skoonmaakpligte uitvoer, telefoonboodskappe neem, 'n stofsuier en vloerpoleerde bedien en wat 'n kantoorafrolmasjiene kan bedien;

"menger" 'n werknemer wat haanteerwerk en ander algemene werkzaamhede in die pakhuis verrig, wat houers opstapel, vrage opmaak volgens die opdragte van die nasioneer van vol houers deur die getal houers te tel, en wat die algemene skoonmaakwerk van die werkoppervlakte verrig, kartonhouers verseel en datumstempel;

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

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

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

"light motor vehicle driver" means an employee who drives a light-duty vehicle with an unladen mass which does not exceed 1 814,4 kg used for delivering and fetching mail, parcels, machine parts and similar objects, and who in the course of his work may be asked to handle money; who changes tachograph discs daily and, where necessary, checks oil, fuel and water levels and tyre pressures and cleans the vehicle, and who assists with general labouring duties in the garage when not driving;

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

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

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

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

"material handling overseer" means an employee engaged in organising material handling for the whole of the brewery and in operating a diesel locomotive used for moving railway trucks in brewery ground and railway shunting area; who, where necessary, checks oil, fuel and water levels and does minor repairs and adjustments; and who may, in addition, assist with the checking of incoming goods to see that the correct quantity of goods is delivered and who performs duties such as the supervision and training of staff;

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

"mixer" means an employee who is engaged in handling and other general activities in the warehouse, who stacks containers, makes up loads according to the instructions from the fulls checker by counting numbers of containers, and who does general cleaning of working area, seals and date stamps cartons;

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

"night shift" means a shift of work, the whole or major part of which falls between 22h00 and 06h00;

"pallet repairer" means an employee engaged in the operation of tools and equipment for the repair of pallets, who inspects, rejects and rebuilds damaged pallets with new materials, who maintains records relating to pallet damage and material stocks and who, in addition to performing housekeeping duties, may be required to perform duties in the material handling function;

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

"nagskof" 'n werkskof wat geheel en al of vir die grootste gedeelte daarvan tussen die ure 22h00 en 06h00 val;

"palettersteller" 'n werkneem wat gereedskap en uitrusting hanter vir die herstel van palette, wat beskadigde palette inspekteer, verwerp en met nuwe materiaal herbou, wat aantekeninge maak van alle paletskade en materiaalvoorraad en van wie, benewens die uitvoering van huishoudingspligte, ook vereis kan word om pligte uit te voer in verband met die hantering van materiaal;

"bediener van 'n paletlaaier/paletaflaaijer" 'n werkneem wat 'n palet-aflaaimasjiem vir bottels of blikke bedien, beskadigde blikke verwijder en bottels of blikke wat omgeval het, reg neersit; wat bystand verleen met die aanpassing van vervoerbande by die bottelgrottes, die getal palette in 'n logboek aanteken met pertinente besonderhede en in die algemeen die masjiene en werkoppervlakte skoon hou en alle ander pligte uitvoer wat daarmee gepaard gaan;

"proefty" 'n tydperk waaroor tussen die werkgewer en die werkneem ooreengekom is, maar wat hoogstens ses weke duur, waarna 'n werkneem wat tot 'n hoër graad werk bevorder is, na goedunke van die werkneem wat die werkgewer na sy oorspronklike graad kan terugker sonder benadeling van een van die partye;

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

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

"aftapper" 'n werkneem wat belas is met die vervoer en behandeling van bier vanaf die gis- na die bergingskelders, wat bierhoofleidings en bierslange skoonmaak, gis uit giskuipe dreineer, sorg dra dat opgaarkuipe gereed is vir die gebruik, wat die massa van die behandelingsmiddel meet en dit byvoeg, die giskaart invul en alle ander pligte in verband daarmee uitvoer;

"aflosondersoeker" 'n werkneem wat periodiek die volgende werkzaamhede verrig: Leë of vol bottels visueel op 'n bewegende vervoerband inspekteer en hulle volgens 'n voorafbepaalde standaard goed- of afkeur, die uitspoeltoestel bedien en verstel vir bottels van verskillende grottes, leierlings verstel en die vultoestelbediener behulpsaam is met die herverstelling van die vultoestel, aantekeninge hou van die getal afgekeurde bottels, toesien dat die botteletketteermasjiem egalig werk, die etiketteermasjiembediener behulpsaam is wanneer hy die etiketteermasjiem en vervoerband vir bottels van verskillende grottes verstel, en ook behulpsaam is met die skoonmaak van uitrusting en die omliggende werkoppervlakte;

"monsterversamelaar" 'n werkneem wat bier- en lugmonsters uit opgaartenks versamel, wat CO₂- en tenkdruklesinge neem en aanteken, en van wie daar daarbenewens vereis kan word om skoonmaakpligte uit te voer en hulp van ongeskoole aard in die kelders te verleen;

"seisoenwerker" 'n werkneem wat op 'n tydelike grondslag vir 'n ononderbroke tydperk van hoogstens 12 weke in diens geneem word in 'n werkategorie wat in hierdie Ooreenkoms omskryf word;

"veiligheidswag" 'n werkneem wat algemene veiligheidspilige uitvoer, voertuie, persone en goedere wat deur die broueryhekke gaan, kontroleer, veiligheid in die brouery nagaan, alle ander pligte uitvoer wat met die werkzaamhede van die brouery se veiligheid in verband staan en wat die brouery se veiligheidsopleidingsprogram met sukses voltooi het;

"senior eetlokaalkok" 'n werkneem (graad 4) wat, benewens die pligte van 'n eetlokaalkok, ook verantwoordelik is vir die bestelling van droog en/of nat voorrade, asook toesighouding oor die voorbereiding en kook van voedsel;

"diensarbeider" 'n werkneem wat die perseel, kantore, buitegeboue, algemene latrines en ander geriewe, geute en dakke skoonmaak en hulle ontsmet deur hulle te vee of politoer te gee, en van wie daar vereis kan word om met 'n elektriese vloerpoleerdeer, vloerwastoestel en stofsuier te werk, om kombuisuitrusting skoon te maak, tee en soortgelyke dranke te maak en te bedien, vuur te maak en die as te verwyder uit die kleedkamerwarmwateroestel, en om diefstal in die kleedkamers te voorkom deur informele inspeksies uit te voer;

"skof" 'n aaneenlopende werktydperk behoudens kloousules 7 en 11 van hierdie Ooreenkoms in die loop van 'n werkdag wat deur die werkgewer vasgestel is vir die uitvoering van alle werkzaamhede wat aan 'n werkneem opgedra is, maar word dit nie geag 'n tydperk van oortyd soos in kloousule 9 van hierdie Ooreenkoms omskryf, in te sluit nie; en voorts behoudens die voorbehoudsbespaling dat indien 'n skof wat gewerk word op 'n Sondag of openbare vakansiedag val, daar geag word dat die hele skof op dié kalenderdag gewerk is waarop die grootste gedeelte van die skof val;

"palletiser/depalletiser operator" means an employee who operates a bottle/can depalletiser machine, removes damaged cans and rights fallen bottles or cans, who assists with the adjustment of conveyor to bottle sizes, records the number of pallets in a log book with pertinent particulars and generally keeps the machines and working area clean, and performs all other duties incidental thereto;

"probation" means a period as agreed to between the employer and his employee, but not exceeding six weeks, subsequent to which, at the discretion of either the employee or the employer, any employee promoted to a higher grade of employment may revert to his original grade without prejudice to either party;

"public holiday" means a public holiday referred to under section 1 or proclaimed under section 2 of the Public Holidays Act, 1952;

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

"racking operator" means an employee who implements the transfer and treatment of beer from fermenting to storage cellars, cleans beer mains and hoses, drains yeast from fermenting vessels, ensures that storage vessels are ready for use, mass-measures and injects treatment material, completes fermenting chart and any other duties incidental thereto;

"relief sighter" means an employee who is intermittently engaged in the following duties: Visually inspecting empty or full bottles on a moving conveyor and passing or rejecting them to a predetermined standard, operating the rinser and adjusting it to different sized bottles, adjusting guide rails and assisting the filler operator with re-setting of filler, keeping score of rejected bottles, attending to the smooth operation of the bottle labelling machine and assisting the labeller operator when adapting the labeller and conveyor to different sized bottles, and who assists with cleaning of equipment and surrounding area;

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

"seasonal worker" means an employee engaged on a temporary basis in any job category defined in this Agreement for an unbroken period not exceeding 12 weeks;

"security guard" means an employee who performs general security duties, checks vehicles, persons and goods entering and leaving brewery property, does security checks within the brewery, performs any other duty related to the activities of brewery security and who has successfully completed the brewery security training programme;

"senior canteen cook" means an employee Grade 4 who, in addition to performing the duties of a canteen cook, shall be responsible for the ordering of wet and dry stores and supervising preparation and cooking of food;

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

"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 shall not be deemed to include any period of overtime as defined in clause 9 of this Agreement, subject further to the proviso that if a shift is worked falling on a Sunday or public holiday, the whole shift shall be deemed to have been worked on the calendar day on which the major part of such shift falls;

"shift worker" means an employee, other than a security guard, engaged in work in one or more of the following departments: Brew-house, fermenting cellars and storage, bottling, quality control, warehouse, engineering, canteen, or in the case of distribution, the duty driver, all of which are departments or operations involved either in continuous processes or else in activities spread through the major or entire part of a 24-hour working day and so may require workers employed in any of these departments to work from eight to nine hour shifts with variable starting times;

"shunter" means an employee who walks in front of moving trucks clearing the way, changing points, coupling and uncoupling trucks, applying the brakes and any other operation incidental thereto; who also checks loading from warehouse onto railway and road motor service trucks, supervises the work of the loaders, cleans and polishes loco-unit and tops up oil and battery and counts off and prepares loads of suppliers' goods held for return to suppliers;

"skofwerker" 'n werknemer, uitgesonderd 'n veiligheidswag, wat in een of meer van die volgende afdelings werk: Brouery, giskelders en verouderingskelders, bottelerings-, gehaltebeheer-, pakhuis- en ingenieursafdeling, eetloakaal of, in die geval van distribusie, die diensdrywer, wat almal afdelings of werksaamhede is wat gemoeid is met deurlopende prosesse of anders met bedrywigheid wat oor die grootste gedeelte van oor die hele werkdag van 24 uur versprei is; sodat daar van werkers wat in enigeen van hierdie afdelings werk, vereis kan word om skofte te werk wat van agt tot nege uur lank is en wat op verskillende tye begin;

"rangeerdeer" 'n werknemer wat voor bewegende trokke loop om die weg te baan, wissels te verander, trokke te koppel en te ontkoppel, die remme aan te slaan en ander werksaamhede te verrig wat daarmee gepaard gaan, die laaiwerk vanuit die pakhuis op spoorwegtrokke en padmotordiensvragmotors nagaan en toesig hou oor die werk van die laaiers, en wat ook die lokomotiefeneheid skoonmaak en poleer, olie byvul en die battery volmaak en vraagte van leveransiers se goedere wat vir terugbesorging gehou word, tel en voorberei;

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

"magasynarbeider" 'n werknemer wat die magasynman behulpsaam is met pligte in die magasyn, die pligte van 'n bode uitvoer, materiaal massameet en pak en die omgewing van die magasyn skoonmaak;

"magasynman" 'n werknemer wat onder toesig van sy senior magasynware ontvank, uitpak, nagaan, opberg, voorraad daarvan opneem, dit versend, uitreik en verpak, wat ook die klerklike werk in verband daarmee doen en van wie vereis kan word om toesig te hou oor die arbeiders wat hom behulpsaam is;

"tenkwisselaar" 'n werknemer wat sorg dra dat daar 'n voortdurende toevloei van bier van die helderbierkelder na die bottelvultoestelle is, vultoestelle gereed maak vir die ontvanging van bier en alle ander werksaamhede in verband daarmee verrig, en wat daarbenewens biermonsters neem en dit toets vir CO₂- en luginhoud, temperatuurlesings neem, alle uitrusting wat gebruik word, skoonmaak en steriliseer en verskillende pligte van ongeskooldheid uitvoer, soos behulpsaam wees met die skoonmaak van die werkoppervlakte;

"onbelaste massa" die massa van 'n motorvoertuig of sleepwa soos vermeld in 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van motorvoertuie uit te reik: Met dien verstande dat in die geval van 'n twee- of driewielmotorvoertuig (uitgesonderd 'n voorhaker) die onbelaste massa geag word minder as 453,6 kg te wees;

"ongekwalificeerde werknemer", met betrekking tot werknemers graad 6, 7 en 8, 'n werknemer met minder as twee jaar ondervinding. Vir die doel van hierdie omskrywing beteken "ondervinding" alle beweeste typerke diens wat 'n werknemer van sy klas werk gehad het, hetself in die Nywerheid of elders;

"blikman" 'n werknemer wat sorg vir 'n onafgebroke voorraad leë blikkies vir die inblikkeheid deur houers oop te maak en die leë blikkies daaruit op 'n vervoerband om te keer; wat blikkies wai op die vervoerband ophoop, verwyder en behulpsaam is met die algemene skoonmaak van die omliggende werkoppervlaktes;

"loon" die bedrag geld wat ingevolge klousules 4 (1) en 8 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 7 voorgeskryf: Met dien verstande dat waar 'n werkewerker 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié wat in klousule 4 (1), behoudens klousule 8, voorgeskryf is, dit die hoër bedrag beteken;

"wastoestellwerker" 'n werknemer wat veseker dat die bottelwastoestell egelik werk deur dit, wanneer nodig, af en aan te skakel en dit te verstel vir bottels van verskillende groottes, beskadigde spuite te vervang, opgehoede bottels te verwijder en alle werksaamhede te verrig wat daarmee gepaard gaan, en wat sowel die wastoestell as die werkoppervlakte skoonmaak en steriliseer;

"wastoestellaaier" 'n werknemer wat sorg dat daar 'n volgehoud toevoer van leë bottels na die bottelwastoestell is en wat ongeskikte bottels afkeur, bysoda uit die dompelkompartement aftap en terugpomp en behulpsaam is met die algemene skoonmaak van die wastoestell en omliggende werkoppervlakte;

"gishanteerdeer" 'n werknemer wat gis afskep, versamel, deursif, was, massameet en byvoeg, dit droog en saampers en ook alle werksaamhede verrig wat daarmee gepaard gaan; wat alle uitrusting wat hy in verband met sy werk gebruik, asook die werkoppervlakte, skoonmaak en steriliseer, en toesig kanhou oor arbeiders wat hom behulpsaam is.

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

4. LONE

(1) Behoudens subklousule (2), is die minimum lone wat aan onderstaande klasse werknemers betaal moet word, soos volg:

	Per dag	R
Los arbeider:		
Graad 1	10,50	
Graad 2	11,00	

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

"stores labourer" means an employee who assists the storeman in the stores duties, does messenger duties, massmeasures and packs materials and cleans the stores surrounding;

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

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

"unladen mass" means the mass of any motor vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of motor vehicles: Provided that in the case of two- or three-wheeled motor vehicles (other than a mechanical horse) the unladen mass shall be deemed to be under 453,6 kg;

"unqualified employee" means, in relation to Grades 6, 7 and 8 employees, an employee with less than two years' experience. For the purposes of this definition, "experience" shall mean all proven periods of employment an employee has had in his class of work, whether in the Industry or elsewhere;

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

"wage" means the amount of money payable to an employee in terms of clauses 4 (1) and 8, in respect of his ordinary hours of work as prescribed in clause 7: Provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1), subject to the provision of clause 8, it shall mean the higher amount;

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

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

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

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

4. WAGES

(1) Subject to the provision of subclause (2), the minimum wages that shall be paid to the undermentioned classes of employees shall be as follows:

Per day

R

Casual labourer:

Grade 1	10,50
Grade 2	11,00

	Per week R	Per week R	
Graad 1:			
Eetloakaalkoonmaker, distribusiearbeider, laaier van leë houers, enjinkamerskoonmaker, tuinarbeider, algemene poelarbeider, arbeider wat materiaal hanteer, diensarbeider	80,02	Canteen cleaner, distribution labourer, empties container loader, engine room cleaner, garden labourer, general pool labourer; material handling labourer, service labourer	80,02
Graad 2:			
Ambagsman se arbeider, ketelhuisarbeider, bottelaafslabourer, inblikaflosarbeider, kelderarbeider, dromkamerarbeider, verpakker van vol houers, oondarbeider, bediener van grassnynmasjien, mengter, paletarbeider, pakker van pasteuriseerde, uitpakker van pasteuriseerde, blikman, wastoestellaer	83,94	Artisan's labourer, boilerhouse labourer, bottling relief labourer, canning relief labourer, cellar labourer, drum room labourer, fulls packer, furnace labourer, lawn mower operator, mixer, pallet labourer, pasteuriser packer, pasteuriser unpacker, unscrambler, washer loader	83,94
Graad 3:			
Keteilstoker, brouery-arbeider, grofskilder, kartonstikker/-naaister, kelderprosesarbeider, kok, distribusiehoofwag, rioolskoonmaker, inspekteur van leë houers, ingenieursfaktotum, gisprosesarbeider, smeeder, etiketadresseerde, spanleier by materiaalhantering, bode, pulpwaaser en -perser, aflosondersoeker, monsterversamelaar, magasynarbeider, wastoestelwerker, filtecwerker	88,73	Boiler fireman, brewhouse labourer, brush hand, carton sticher/seamstress, cellar process labourer, cook, distribution head guard, drain cleaner, empties container inspector, engineering handyman, fermenting process labourer, greaser, label addresser, material handling leading hand, messenger, pulp washer and presser, relief sighter, stores collector, stores labourer, washer attendant, filter attendant	88,73
Graad 4:			
Administrasie assistent, ambagsman se assistent, ketelskoonmaker, brouery-installasiewerker, broueryproseswerker, bediener van 'n draverpakkingsmasjien, kelderproseswerker, gisproseswerker, garagearbeider, tuinier, moumeulbediener, rangeerdeur, tenkwisselaar, palettersteller, bediener van 'n paletlaaier/paletoplaaier, senior eetloakaalkok	96,92	Administration assistant, artisan's aid, boiler cleaner, brewery plant attendant, brewhouse process attendant, carry pack wrapping machine operator, cellar process attendant, fermenting process attendant, garage attendant, gardener, malt mill operator, shunter, tank changer, pallet repairer, palletiser/depalletiser operator, senior canteen cook	96,92
Graad 5:			
Eetloakaalspanleier, afleveringswerker, vurkhyswadrywer, etiketteermasjienbediener, drywer van 'n lige motorvoertuig, aftapper, gishanteerde	108,09	Canteen leading hand, delivery attendant, forklift truck driver, labeller operator, light motor vehicle driver, racking operator, yeast handler	108,09
Graad 5A:			
Veiligheidswag (vir werkweek van 54 uur)	129,72	Security guard (for 54-hour week)	129,72
Graad 6:			
Diensdrywer, nasiener van leë houers, vultoestelbediener, filterbediener, faktotumelektrisiën, faktotumskrynwærker, garagefaktotum, laboratoriumassistent, hoofgrofskilder, magasynman	130,28	Duty driver, empties checker, filler operator, filtration operator, handyman electrician, handyman carpenter, garage handyman, laboratory assistant, leading brush hand, storeman	130,28
Graad 7:			
Distribusiedrywer-swaar voertuie, opsigter oor ingenieursdienste, nasiener van vol houers, opsigter oor materiaalhanteerders	147,67	Distribution heavy vehicle driver, engineering services overseer, fulls checker, material handling overseer	147,67
Graad 8:			
Bottelbaanopsiger, brouskofopsiger	168,25	Bottling line overseer, brewing shift overseer	168,25
(2) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie. Hierdie bepaling is ook van toepassing op 'n werknemer wie se diens deur 'n werkewer beëindig word ná die datum van inwerkingtreding van hierdie Ooreenkoms en wat weer deur sodanige werkewer in dieselfde hoedanigheid in diens geneem word. Vir die toepassing van hierdie subklousule omvat die uitdrukking "hierdie Ooreenkoms" ook alle wysigings daarvan.		(2) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee at the date on which this Agreement comes into operation. This provision shall also apply to any employee whose services are terminated by an employer after the date of coming into operation of this Agreement and who is re-engaged by such employer in the same capacity. For the purposes of this clause, the expression "this Agreement" includes any amendments thereto.	(3) No temporary, unskilled operative shall be re-engaged as a temporary, unskilled operative by the same employer within a period of 12 weeks from the date of termination of the employee's service.
(3) Geen tydelike ongeskoolde werksman mag binne 'n tydsbestek van 12 weke vanaf die datum waarop sy diens beëindig is weer deur dieselfde werkewer as tydelike, ongeskoolde werksman in diens geneem word nie.		(1) After five years' continuous service with the same employer, an allowance of R2,25 per week;	(2) after every five years of additional service with the same employer, an allowance of an additional 75c per week.
5. LANGDIENSTOELAE		5. LONG SERVICE ALLOWANCE	
Benewens die loon wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word, is elke werknemer in 'n beroep gelys 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:		In addition to the wage prescribed in clause 4 of this Agreement, every employee engaged in an occupation detailed in clause 4 and defined in clause 3 of this Agreement, shall be entitled to and shall be paid a long-service allowance subject to the following conditions:	
(1) Na vyf jaar ononderbroke diens by dieselfde werkewer, 'n toelae van R2,25 per week;		(1) After five years' continuous service with the same employer, an allowance of R2,25 per week;	
(2) na elke vyf jaar addisionele diens by dieselfde werkewer, 'n toelae van nog 75c per week.		(2) after every five years of additional service with the same employer, an allowance of an additional 75c per week.	
6. BETALING VAN VERDIENSTE		6. PAYMENT OF EARNINGS	
(1) Uitgesonderd in die geval van 'n los werknemer aan wie die volle besoldiging aan hom verskuldig by diensbeëindiging of na drie dae diens, na gelang van die vroegste datum, betaal moet word, moet lone, oortyd- en alle addisionele toelaes weekliks in kontant betaal word of by diensbeëindiging indien dit voor die gebruiklike betaaldag van die bedryfsinrichting plaasvind, en moet dit in 'n koevert of ander houer wees wat buite-op of op 'n strokie daarin die volgende besonderhede aantoon: Die werknemer se naam, sy beroep, sy loongraad, soos in klousule 4 gelys, behoudens klousules 3, en 8, saam met besonderhede van die bedrag aan die werknemer verskuldig aan loon, addisionele toelaes, oortyd, en van alle bedrae wat daarvan afgetrek word en die tydperk waarvoor betaling geskied.		(1) Other than in the case of a casual employee, who shall be paid the total remuneration due to him on termination of employment, or after three days of employment, whichever occurs first, wages, overtime, and any additional allowance shall be paid in cash weekly, or on termination of employment if this takes place before the ordinary pay-day of the establishment and shall be contained in an envelope or other container showing on the outside or by means of a slip contained therein, the employee's name, his occupation, his wage grade as detailed in clause 4, subject to the provisions of clauses 3 and 8, and together with particulars of the amount due to the employee in wages, additional allowances, overtime, and of any deductions made therefrom, and the period for which payment is being made.	

(2) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie van toepassing is ten opsigte van 'n opleidingskema waartoe 'n werkgever regtens verplig is om by te dra nie.

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

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

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

(c) heffings ingevolge klousule 15 van hierdie Ooreenkoms;

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

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

(f) met die skriftelike toestemming van die werknemer, bedrae vir versekerings en spaarbankrekening en vir personeelspaarskemas wat die werkgever vir sy werknemers reël;

(g) met die skriftelike toestemming van die werknemer en na goeddunke van die werkgever, weeklikse afstrekings om die maandelikse huur te betaal van 'n huis wat die werknemer huur: 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 geleent: Met dien verstande dat dié bedrae, indien dit op 'n weeklikse basis afgetrek word, hoogstens een derde is van die totale besoldiging aan die einde van die werkweek aan sodanige werknemer verskuldig. (Ingeval 'n werknemer sy diens by die maatskappy beëindig, verval hierdie subklousule en kan die werkgever die volle saldo van die geld wat aan die werknemer geleent is, af trek.);

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

7. WERKURE

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n ononderbroke skofwerker of 'n veiligheidswag, mag hoogstens nege uur per dag van Maandag tot Vrydag of altesaam 45 uur per week beloop.

(2) Die gewone werkure van 'n werknemer wat 'n deurlopende skofwerk, mag hoogstens agt uur per skof of 45 uur per week beloop.

(3) Die gewone werkure van 'n patrouilleerde of 'n veiligheidswag mag hoogstens nege uur per dag of 54 uur per week beloop.

(4) Geen werknemer, uitgesonderd 'n skofwerker wat 'n ononderbroke skof werk, 'n drywer van 'n swaar distribusievoertuig, 'n diensdrywer, 'n distribusiehoofwag, 'n afleveringswerker, 'n distribusiearbeider en 'n veiligheidswag, mag langer as vyf uur aan een werk sonder 'n ononderbroke pouse van minstens 30 minute, of langer as ses uur aan een sonder 'n ononderbroke pouse van minstens 30 minute in die geval van 'n werknemer wat bier versprei nie: Met dien verstande dat vir die toepassing van hierdie subklousule werktydperke wat deur 'n pouse van minder as 30 minute onderbreek word, geag moet word ononderbroke te wees.

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

(6) Alle werkure moet, behoudens subklousule (4), agtereenvolgend wees.

8. DIFFERENSIËLE LONE EN ANDER VOORWAARDES

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

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

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

(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 the total remuneration due to an employee:

(a) Except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the total remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof, which includes the wage specified in clause 4 of this Agreement, and any special allowance which he is normally entitled to specified in clauses 5 and 11;

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

(c) levies in terms of clause 15 of this Agreement;

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

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

(f) with the written consent of the employee, deductions for insurance and savings bank account, and staff savings scheme organised by the employer for his employees;

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

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

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

7. HOURS OF WORK

(1) The ordinary hours of work of an employee, other than a continuous shift worker or a security guard, shall not exceed nine hours per day from Monday to Friday or a total of 45 hours in any week.

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

(3) The ordinary hours of work of a patrolman or security guard shall not exceed nine hours per day or 54 hours per week.

(4) No employee, other than a shift worker engaged in a continuous shift, a distribution heavy vehicle driver, a duty driver, a distribution head guard, a delivery attendant, distribution labourer and a security guard, shall work for a continuous period of more than five hours without an uninterrupted interval of at least 30 minutes, nor for a continuous period of more than six hours without an uninterrupted interval of at least 30 minutes in the case of an employee engaged in the distribution of beer: 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) Every shift worker engaged in a continuous shift shall be given an opportunity of partaking of food and such period shall be counted as time worked.

(6) Save as provided for in subclause (4), hours of work shall be consecutive.

8. DIFFERENTIAL RATES AND OTHER CONDITIONS

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

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

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

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

(e) Die uitsondering in paraaf (c) hierbo vervat, is voorts nie van toepassing nie ten opsigte van 'n tydperk waartydens die werknemer bona fide-opleiding ondergaan om hom te kwalifiseer vir die verrigting van werk van 'n hoërgraad: Met dien verstande dat—

(i) die werkewer behoorlike administratiewe aantekeninge gehou het om die aanvangsdatum en die verwagte einddatum van die onderhavige opleidingstydperk aan te dui;

(ii) sodanige opleiding hoogstens 'n tydperk van drie agtereenvolgende maande duur vir werknemers wat opgelei word vir beroepe gelys onder graad 2 of 3, 'n tydperk van 12 agtereenvolgende maande vir werknemers wat opgelei word vir beroepe aangedui onder graad 4, 'n tydperk van 24 agtereenvolgende maande vir werknemers wat opgelei word vir beroepe aangedui onder graad 5 of 6, 'n tydperk van 36 maande vir werknemers wat opgelei word vir beroepe aangedui onder graad 7, en 'n tydperk van 48 maande vir werknemers wat opgelei word vir beroepe aangedui onder graad 8 van klousule 4 van hierdie Ooreenkoms; en

(iii) indien die werkewer 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 daarvan in kennis moet stel, en indien die werkewer 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 nie daarna van genoemde werknemer vereis of hy nie toegelaat kan word nie om as plaasvervanger op te tree vir 'n werknemer wie se pligte enige van dié pligte insluit by die uitvoering waarvan genoemde werknemer opleiding soos voorheen genoem ondergaan het.

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

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

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

(2) (a) 'n Werknemer moet vir elke uur oortyd gwerk anderhalf maal sy gewone weekloon, uitgesonderd langdiens-, skof- en alle ander spesiale toelaes, gedeel deur 45, betaal word en 'n eweredige gedeelte van hierdie oortydtarief vir elke gedeelte van 'n uur, bereken tot die naaste kwartier.

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

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

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

(ii) indien hy aldus vir 'n tydperk van langer as vier uur werk, besoldig teen minstens dubbel sy gewone loon ten opsigte van die totale tydperk op sodanige Sondag of openbare vakansiedag gwerk, uitgesonderd die betaling vir langdiens- en skoftoelaes en alle ander spesiale toelaes, of besoldiging teen minstens dubbel die gewone loon ten opsigte van die tydperk gewoonlik op 'n weekdag deur hom gwerk, maar uitgesonderd die betaling van langdiens- en skoftoelaes en alle ander spesiale toelaes, na gelang van watter bedrag die grootste is.

(b) Subklousule (3) (a) is nie op 'n skofwerker wat 'n deurlopende skofwerk, 'n patrouilleerde of 'n veiligheidswag van toepassing nie.

10. NOODWERK

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

11. BEPALINGS VIR SKOFWERKERS

(1) Behoudens die bepalings vervat in die omskrywings van onderskeidelik "skof" en "skofwerker" in klousule 3, indien die hele of die grootste gedeelte van die skof van 'n skofwerker wat by 'n deurlopende proses betrokke is op 'n Sondag val, moet betaling vir die hele skof bereken word op die grondslag van anderhalf maal sy gewone loon, uitgesonderd langdiens- en skoftoelaes en ander spesiale toelaes, gedeel deur 45: Met dien verstande dat elke skofwerker elke week minstens 24 uur vry moet kry, en sodanige tydperk van 24 uur mag nie voor middernag begin op die dag waarop die vorige skof geëindig het nie, en indien hy gedurende dié tydperk diens doen, moet hy betaal word teen dubbel sy urlloon, maar minstens dubbel sy dagloon, soos in klousule 3 van hierdie Ooreenkoms omskryf, ongeag die ure gedurende dié tydperk gwerk.

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

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

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

(ii) such training does not exceed a period of three consecutive months for employees training for occupations listed under Grade 2 or 3, a period of 12 consecutive months for employees training for occupations listed under Grade 4, a period of 24 consecutive months for employees training for occupations listed under Grade 5 or 6, a period of 36 months for employees training for occupations listed under Grade 7, and a period of 48 months for employees training for occupations listed under Grade 8 of clause 4 of this Agreement; and

(iii) if in any particular case the employer considers, after the expiration 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 expiration of two thirds of the relevant maximum training period the employer considers that the employee is still performing his duties unsatisfactorily, the training of the said employee shall be discontinued forthwith and the said employee shall not thereafter be required or permitted to act as a substitute for an employee whose duties include any of the duties in the performance of which the said employee underwent training as aforesaid.

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

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

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

(2) (a) One and a half times the employee's normal weekly wage, excluding long-service allowance, shift allowance and any other special allowance, divided by 45, shall be paid for every hour, and a proportionate part of this overtime rate for every part of an hour computed to the nearest quarter of an hour overtime worked by the employee, shall be paid.

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

(3) (a) Subject to the provision of subclause (3) (b), whenever an employee works on a Sunday or a public holiday, his employer shall pay him, in addition to his normal week's wage, remuneration on the following basis:

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

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

(b) The provisions of subclause (3) (a) shall not apply to any shift worker engaged in a continuous shift, a patrolman, or a security guard.

10. EMERGENCY WORK

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

11. PROVISIONS FOR SHIFT WORKERS

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

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

(3) 'n Skoftoelae moet soos volg aan skofwerkers betaal word:

⁴(a) Werkers wat nie op 'n deurlopende skofbasis werk nie, as die grootste gedeelte van die skof wat enigeen van genoemde werknemers gewer het tussen die ure 17h30 en 06h00 val, 'n skoftoelae van 10 persent van die werknemer se gewone weekloon, uitgesonderd langdiens- en alle ander spesiale toelaes en betaling vir oortydwerk, gedeel deur vyf;

(b) skofwerkers wat op 'n deurlopende skofbasis werk, ongeag of ditoggend-, namiddag- of nagskoftoelae is wat gewerk word, 'n skoftoelae van 10 persent van die werknemer se gewone weekloon, uitgesonderd langdiens- en alle ander spesiale toelaes en betaling vir oortydwerk, gedeel deur vyf in die geval van werknemers wat vyf dae per week werk en deur ses in die geval van werknemers wat ses dae per week werk.

(4) Skoftoelaes moet betaal word mits die betrokke werker die hele week lank gereeld, soos vereis, teenwoordig was. Die toelae is nie van toepassing gedurende 'n werker se jaarlike verlof of gedurende ander tydperke van afwesigheid van die werk nie: Met dien verstande dat die toelae wel van toepassing is in gevalle van vervoerloofdae afwesigheid of afwesigheid weens siekte ten opsigte waarvan 'n mediese sertifikaat ingedien word.

12. VERLOFBEPALINGS

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

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

(b) Indien 'n openbare vakansiedag binne die tydperk Maandag tot Vrydag in die geval van 'n werknemer met 'n werkweek van vyf dae, of Maandag tot Saterdag in die geval van 'n werknemer met 'n werkweek van ses dae, van sodanige jaarlike verlof sou val, moet sodanige vakansiedag by die jaarlike verlof gevoeg word.

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

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

TABEL I

KLOUSULE 12 (2) (a): JAARLIKSE VERLOF

	Aantal werkdae verlof per jaar	
	Werknemers met 'n werkweek van vyf dae	Werknemers met 'n werkweek van ses dae
Werknemers graad 1 tot 4:		
Na die eerste jaar ononderbroke diens by dieselfde werkgever	10	12
Na vyf jaar ononderbroke diens by dieselfde werkgever	15	18
Werknemers graad 5 tot 8:		
Na die eerste jaar ononderbroke diens by dieselfde werkgever	15	18
Na 10 jaar ononderbroke diens by dieselfde werkgever	20	24

(2) If the whole or the major part of the shift falls on a public holiday, the employee shall be paid for the whole shift at double the ordinary remuneration payable in respect of the period ordinarily worked by him or a week-day, in addition to his normal rate of remuneration payable to him on a week-day, but excluding the payment of long-service allowance, shift allowance and any other special allowance.

(3) A shift allowance shall be paid to shift workers as follows:

(a) Workers not on a continuous shift basis, if the major part of the shift worked by any of the said employees falls between the hours of 17h30 and 06h00, a shift allowance comprising 10 per cent of the employee's normal weekly wage, excluding long service allowance and any other special allowance and payments for overtime worked, divided by five;

(b) shift workers engaged on a continuous shift basis, irrespective of whether morning, afternoon or night shifts are worked, a shift allowance comprising 10 per cent of the employee's normal weekly wage, excluding long service allowance and any other special allowance and payments for overtime worked, divided by five for five-day week employees and by six for six-day week employees.

(4) Shift allowances shall be paid provided that full attendance, as required, is maintained throughout the week. The allowance is not applicable during annual leave or other periods of absence from work: Provided that the allowance shall apply in cases of authorised absence or absence due to medically certified illness.

12. PROVISIONS FOR LEAVE

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

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

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

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

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

TABLE I

CLAUSE 12 (2) (a): ANNUAL LEAVE

	Number of working days' leave per annum	
	Five-day week employees	Six-day week employees
Grades 1 to 4 employees:		
After the first year of continuous employment with the same employer	10	12
After five years of continuous employment with the same employer	15	18
Grades 5 to 8 employees:		
After the first year of continuous employment with the same employer	15	18
After 10 years of continuous employment with the same employer	20	24

TABEL II

KLOUSULE 12 (2) (c): BETALING IN PLAAS VAN VERLOF VIR WERKNEMERS WAT DIE WERKGEWER SE DIENS VERAAT

	Betaling in plaas van verlof vir werknemers met 'n werkweek van vyf en ses dae
Werknemers graad 1 tot 4:	
Gedurende die eerste vyf jaar <i>ononderbroke</i> diens by dieselfde werkgever	Een dag se betaling vir elke voltooide maand diens.
Daarna	Een kwart van die weekloon in klosule 4 voorgeskryf vir elke voltooide vier weke diens.
Werknemers graad 5 tot 8:	
Gedurende die eerste 10 jaar <i>ononderbroke</i> diens by dieselfde werkgever	Een kwart van die weekloon in klosule 4 voorgeskryf vir elke voltooide vier weke diens.
Daarna	Een en 'n halwe dag se betaling vir elke vier weke diens.

(e) Jaarlike verlof moet, indien moontlik, te eniger tyd ná 1 April van elke jaar geneem word, soos met die bestuur van die bedryfsinstigting gereël. Sodanige verlof moet geneem word binne vier maande vanaf die datum waarop dit verskuldig word: Met dien verstande dat verlof normaalweg nie gedurende die maande Oktober tot Januarie toegestaan word nie.

(f) Wanneer 'n werkgever van 'n werknemer vereis om verlof te neem voor die verstrekking van die 12 maande diens waarop dit betrekking het, moet die werkgever die werknemer die volle tydperk verlof toestaan wat vir 12 maande diens ooploofbaar is, en moet hy, met behoorlike inagneming van die toeval van verhogings ingevolge klosule 4, aan die werknemer ten opsigte van die verlof 'n bedrag betaal van minstens dat waarop die werknemer geregtig is op die datum waarop die verlof normaalweg aan hom sou toeval: Met dien verstande dat, wanneer 'n werknemer se diens deur sy eie toedoen of om 'n ander rede as slappe van bedryf of fisiese ongesiktheid beëindig word vóór die verstrekking van die 12 maande ten opsigte waarvan die verlof ingevolge hierdie voorbehoudbepaling toegestaan is, die werkgever die verskil tussen die bedrag hierkragtens aan die werknemer betaal en die bedrag waarop hy by diensbeëindiging ingevolge paragraaf (c) geregtig sou gewees het indien die verlof nie aan hom toegestaan was nie, kan verreken teen alle geld wat by diensbeëindiging aan die werknemer verskuldig is.

(g) Betaling ten opsigte van die jaarlike verlof verskuldig, moet voor of op die laaste werkdag vóór die aanvang van sodanige verloftydperk gedoen word.

(h) Alle tydperke waartydens 'n werknemer—

(i) ooreenkomsdig dié klosule met verlof is; of

(ii) ingevolge die Verdedigingswet, 1957, militêre diens tot 'n maksimum van vier maande verrig; of

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

(iv) as gevolg van siekte van sy werk afwesig is ooreenkomsdig sub-klosule (3) van dié klosule;

moet vir die toepassing van dié klosule geag word diens te wees: Met dien verstande dat indien die werknemer in gebreke bly om 'n sertifikaat van 'n mediese praktisyen aan die werkgever voor te lê waarin aangedui word dat die werknemer deur siekte verbinder was om sy werk te doen, subparagraaf (iv) nie ten opsigte van 'n tydperk van afwesigheid weens siekte van langer as drie agtereenvolgende dae van toepassing is nie.

(i) Toevallige verlof met volle besoldiging moet afgetrek word van die jaarlike verlof wat aan 'n werknemer vir elke jaar diens toeval: Met dien verstande dat hoogstens drie dae toevallige verlof met volle besoldiging in 12 maande toegestaan mag word.

(j) Geen werknemer mag ander diens met besoldiging aanvaar, en geen werkgever mag 'n werknemer toelaat om ander diens met besoldiging te aanvaar terwyl genoemde werknemer ooreenkomsdig dié klosule met verlof met besoldiging is nie.

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

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

(i) volle betaling vir altesaam 10 werkdae vir sodanige afwesigheid en 30 persent van sy volle besoldiging vir 'n verdere 15 werkdae van dié afwesigheid toegestaan word as hy 'n werkweek van vyf dae het;

(ii) volle betaling vir altesaam 12 werkdae vir sodanige afwesigheid en 30 persent van sy volle besoldiging vir 'n verdere 18 werkdae van die afwesigheid toegestaan word as hy 'n werkweek van ses dae het;

TABLE II

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

	Payment in lieu of leave for five- and six-day week employees
Grades 1 to 4 employees:	
During the first five years of <i>continuous</i> employment with the same employer	One day's pay for every completed month's service.
Thereafter	One quarter of the weekly wage prescribed in clause 4 for every completed four weeks' service.
Grades 5 to 8 employees:	
During the first 10 years of <i>continuous</i> employment with the same employer	One quarter of the weekly wage prescribed in clause 4 for every completed four weeks' service.
Thereafter	One and a half day's pay for every four weeks' service.

(e) Annual leave shall, if practicable, be taken 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 leave shall not normally be granted during the months October to January.

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

(g) Payment in respect of the period of annual leave due shall be made not later than the last working day prior to the commencement of such period of leave.

(h) Any period during which an employee—

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

(ii) performs 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 the full permission of the employer; or

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

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

(i) Casual leave of absence on full pay shall be deducted from the annual leave accruing for each year of service: Provided that not more than three days' casual leave on full pay shall be granted in any 12 months.

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

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

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

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

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

(b) (i) indien 'n werknemer met drie jaar ononderbroke diens by dieselfde werkgever weens siekte van sy werk afwesig is, moet hy altesaam ses weke siekterlof met volle besoldiging en nege weke siekterlof met 30 persent van sy volle besoldiging toegestaan word vir elke driejaarlike siklus wat op 1 April begin en op 31 Maart eindig;

(ii) in die geval van bona fide-diensbeëindiging deur 'n werknemer vóór die verstryking van die volle siekterlofsiklus van 36 maande, kan alle besoldiging vir siekterlof toegestaan bo en behalwe siekterlof met besoldiging wat op grondslag van twee weke siekterlof ten opsigte van elke jaar se ononderbroke diens bereken is, deur sy werkgever afgetrek word van geld wat aan die werknemer verskuldig is.

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

13. DIENSBEËINDIGING

(1) Geen werknemer mag ontslaan word nie, uitgesonderd om dissiplinêre redes, weens liggamlike ongeskiktheid of tensy dit noodsaaklik is vanweë slappe in die bedryf, wanneer die werknemers wat eerste in enigegraad in 'n afdeling ontslaan moet word gewoonlik dié moet wees met minder as twee jaar ononderbroke diens by dieselfde werkgever, maar uitsonderings op hierdie algemene reël kan deur die werkgever gemaak word mits daar genoegsame rede bestaan en daar behoorlik met die werkvelveteenvoerders oorleg gepleeg is.

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

(a) in die geval van 'n werknemer met minder as 12 weke ononderbroke diens by dieselfde werkgever, die werknemer of sy werkgever die dienskontrak met kennisgewing van 24 uur kan beëindig;

(b) 'n werkgever of 'n werknemer die kontrak sonder kennisgewing kan beëindig deur in plaas van kennis te gee, aan die werknemer die ekwivalent van die diensopseggingstydperk in kontant te betaal of dit aan die werkgever te betaal of te verbeur, na gelang van die geval; en

(c) hierdie subklousule nie die volgende raak nie:

(i) 'n Ooreenkoms tussen 'n werkgever en 'n werknemer wat vir 'n langer tydperk van diensopsegging voorsiening maak; of

(ii) die reg van 'n werkgever om 'n werknemer summier te ontslaan om 'n rede wat regtens as afdoende geag word. Sonder om afbreuk te doen aan die algemeenheid van die uitdrukking "'n rede wat regtens as afdoende geag word'" en benewens ander bestaande gemeenregtelike gronde vir summiere ontslag behou 'n werkgever hom die reg voor om 'n werknemer summier om die volgende redes te ontslaan:

(aa) As hy onder die invloed van sterk drank is terwyl hy op diens is; of

(ab) as hy sterk drank drink terwyl hy op diens is; of

(ac) as hy opsetlik die Maatskappy se eiendom beskadig; of

(ad) groewe nalatigheid by die uitvoering van sy pligte; of

(ae) oneerlikheid in verband met sy diensverhouding; of

(af) aanhittings tot enigeen van die sake in (aa) tot (ae) genoem en aanhittings tot veronagting van 'n wettige opdrag:

Met dien verstande dat waar daar grond vir summiere ontslag bestaan en daar versagende omstandighede aanwesig is, die werkgever die werknemer een keer sonder besoldiging kan skors vir 'n tydperk van hoogstens sewe agtereenvolgende werkdae in 'n tydperk van 12 maande: Voorts met dien verstande dat die Afdelingsinspekteur van Mannekrag en die Nywerheidsraad van elke geval van skorsing in kennis gestel word;

(iii) los werknemers.

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

(a) Duur van dienstydperk; en

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

(4) Die diensopseggingstydperk in subklousule (2) vermeld, moet nie saamval nie met, en diensopsegging mag ook nie geskied nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 12 (2), of terwyl hy ingevolge klousule 12 (3) met siekterlof is, of terwyl hy militêre diens ingevolge die Verdedigingswet, 1957, verrig nie.

(5) Die procedures wat gevolg moet word ten opsigte van dissiplinêre stappe en grieve moet dié wees wat voorgeskryf word in die standaardreëls en -procedures waaroor die partye ooreengekom het.

14. VRYSTELLINGS

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

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

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

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

13. TERMINATION OF EMPLOYMENT

(1) No employee shall be dismissed other than for disciplinary reasons, physical disability or unless necessary, through slackness of trade when the employees to be dismissed first in any grade in any department shall normally be those with less than two years' continuous service with the same employer, but exceptions to this general rule may be made by the employer: Provided that satisfactory reasons exist and after due consultation with the shop stewards.

(2) Not less than one week's notice shall be given by an employer or employee to terminate the contract of employment: Provided that—

(a) in the case of an employee who has had less than 12 weeks' continuous service with the same employer the employee or his employer may terminate the contract of employment upon 24 hours' notice;

(b) an employer or employee may terminate the contract without notice by paying the employee, or paying or forfeiting to the employer, as the case may be, in lieu of such notice, the cash equivalent of the period of notice; and

(c) this subclause shall not affect—

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

(ii) the right of an employer to summarily dismiss an employee for any good cause recognised by law as sufficient. Without detracting from the generality of the phrase "any good cause recognised by law as sufficient" and in addition to any common law grounds for summary dismissal which may exist, an employer reserves the right to summarily dismiss an employee for the following reasons:

(aa) Being under the influence of intoxicating liquor whilst on duty; or

(ab) consuming intoxicating liquor whilst on duty; or

(ac) deliberately damaging Company property; or;

(ad) gross negligence in the execution of duties; or

(ae) dishonesty in the context of the employment relationship; or

(af) incitement to any of the matters listed in (aa) to (ae) and incitement to disobey a lawful instruction:

Provided that the employer may, where grounds exist for summary dismissal and should mitigating circumstances be present, suspend an employee without pay once for a period not exceeding seven consecutive working days in any 12-month period: Provided further that the Divisional Inspector of Manpower and the Industrial Council are notified of each and every case of suspension;

(iii) casual employees.

(3) An employee shall, on discharge, when receiving his final payment of wages, be handed a written certificate of discharge by the employer stating—

(a) duration of service; and

(b) that all wages due for work performed and all amounts in settlement of accrued leave have been paid.

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

(5) The procedures to be followed in respect of disciplinary action and grievances shall be as prescribed in the standard rules and procedures agreed to by the parties.

14. EXEMPTIONS

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

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Raad na goeddunke, nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertificaat kan intrek, ongeag 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) Die volle naam van betrokke persoon;
 - (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klausule 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 werknaam verleen word, 'n afskrif van die sertifikaat aan die betrokke werknaam stuur.

15. UITGAWES VAN DIE RAAD

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

Vier sent per week moet deur alle werkgewers van die verdienste van elkeen van die werknaams, uitgesonderd los werknaams, afgerek word. Die werknaam moet by die bedrag aldus afgerek 'n bedrag voeg wat daaroor gelyk is en die totale bedrag maandeliks voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, 8000, stuur tesame met 'n staat in die vorm van Aanhangsel A van hierdie Ooreenkoms, wat behoorlik deur hom ingevul en onderteken is.

16. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

17. VERTOLKING VAN OOREENKOMS

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

(2) Alle geskille wat mag ontstaan betreffende die uitleg van enigeen van die bepalings van hierdie Ooreenkoms moet na die Raad verwys word.

18. VERTONING VAN OOREENKOMS

Elke werknaam moet op 'n opvallende plek in sy bedryfsinrigting wat vir sy werknaams maklik toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei ampelike tale en in die vorm soos voorgeskryf in die regulasies kragtens die Wet, aanbring en aangebring hou.

19. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werknaam en elke werknaam 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 Werknaam mag niemand onder die leeftyd van 18 jaar in diens neem nie: Met dien verstande dat hierdie klausule nie van toepassing is in die geval van vak leerlinge soos in klausule 3 van hierdie Ooreenkoms omskryf nie.

21. BEPALINGS VIR OMSKRYWING EN HEROMSKRYWING VAN WERK

(1) Onlangs andersluidende bepalings in hierdie Ooreenkoms, kan 'n werknaam 'n bepaalde werk heromskryf of die titel van 'n werk of die omvang van die pligte en bedrywighede wat aan so 'n werk verbonden is, verander, behoudens die voorbehoudbepaling egter dat die loonskaal van toepassing op 'n werk waarvan die inhoud soos tevore genoem, gewysig is, in verhouding moet wees tot die pligte en werkzaamhede aan die werk verbonden nadat dit verander is, en dat die Raad so 'n stap goedgekeur het.

(2) 'n Werknaam kan voorts die omvang van nuwe soorte werk waarvan nie tans in die Ooreenkoms melding gemaak word nie, omskryf, en vir die toepassing van klausule 4 gradeer: Met dien verstande dat die loonskaal wat daarop van toepassing is, in verhouding moet wees tot die pligte en werkzaamhede daarvan verbonden, en dat die Raad so 'n stap goedgekeur het.

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

(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 conditions 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 of the Council shall—

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

15. EXPENSES OF THE COUNCIL

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

Four cents per week shall be deducted by every employer from the earnings of each of his employees, other than casual employees. To the amount so deducted the employer shall add a like amount and forward, month by month, and not later than the 15th day of each month, the total sum to the Secretary of the Council, P.O. Box 1536, Cape Town, 8000, together with a statement duly completed and signed by him in the form of Annexure A to this Agreement.

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL

Employers shall give to any of their employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

17. INTERPRETATION OF AGREEMENT

(1) The Council shall be the body responsible for the administration of this Agreement and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

18. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment in a conspicuous place, readily accessible to his employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulation under the Act.

19. AGENTS

The Council shall appoint one or more specified persons as agent to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such agents to institute such inquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

20. EMPLOYMENT OF JUVENILES

An employer shall not employ any person under the age of 18 years: Provided that this clause 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) will become operative after they have been published by the Minister in terms of the Act, as an amending agreement to this current Agreement.

Namens die partye op hede die 12de dag van April 1984 te Kaapstad onderteken.
J. HORNER, Voorsitter.
N. GRAHAM, Ondervorsitter.
J. A. BAARD, Sekretaris.

AANHANGSEL A**NYWERHEIDSRAAD VIR DIE BROUNYWERHEID
(KAAPSTAD)**

Vyfde Verdieping
Broadway Industries Centre
Heerengracht, Strandgebied
Kaapstad, 8000

Aan die Sekretaris
Nywerheidsraad vir die Brounywerheid
(Kaapstad)
Posbus 1536
Kaapstad, 8000
Telefoon 47-1220
..... 19.....

Geagte Heer

**MAANDELIKSE OPGawe VAN NYWERHEIDSRAADHEFFINGS
INGEVOLGE KLOUSULE 15 VAN DIE OOREENKOMS**

Ek sluit die bedrag van R in wat die Nywerheidsraadheffings is vir die maand wat eindig op 19.....

Naam van firma

Adres

<i>Getal werknemers</i>	<i>Datum</i>
..... vir die week wat eindig op
..... vir die week wat eindig op
..... vir die week wat eindig op
..... vir die week wat eindig op
..... vir die week wat eindig op
Totale getal werknemers	teen 4 sent per week

PLUS

Werkgewer sy bydrae van 4 sent per werknemer per week

R.

R.

Die uwe,

(Handtekening)

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

Signed at Cape Town this 12th day of April 1984.

J. HORNER, Chairman.**N. GRAHAM**, Vice-Chairman.**J. A. BAARD**, Secretary.**ANNEXURE A****INDUSTRIAL COUNCIL FOR THE BREWING
INDUSTRY (CAPE TOWN)**

Fifth Floor
Broadway Industries Centre
Heerengracht, Foreshore
Cape Town, 8000

To the Secretary
Industrial Council for the Brewing
Industry (Cape Town)
P.O. Box 1536
Cape Town, 8000
Tel. 47-1220 19.....

Dear Sir

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

I enclose the sum of R representing Industrial
Council levies for the month ending 19.....

Name of firm

Address

<i>Number of employees</i>	<i>Date</i>
----------------------------	-------------

..... for the week ending
..... for the week ending
..... for the week ending
..... for the week ending
..... for the week ending

Total No. employees at 4 cents per week R.

ADD

Employer's contribution of 4 cents per employee per
week

R.

R.

Yours faithfully

(Signature)

N.B.—This return should reach the Secretary of the Council not later than the 15th day of the month succeeding that to which it refers.

Werk mooi daarmee.

Ons leef daarvan.

water is kosbaar

Use it.

Don't abuse it.

water is for everybody

BONUS OBILGASIES

MEER AS 1 400

PRYSE
ELKE MAAND

oOo

MORE THAN 1 400
PRIZES
EVERY MONTH

BONUS BONDS

BELANGRIK!!

Plasing van tale: *Staatskoeante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoeant* nie meer kwartaalliks gedoen word nie, maar dat dit jaarliks sal geskied, beginnende vanaf 1 Oktober tot 30 September, elke jaar.
2. Vir die tydperk 1 Oktober 1983 tot 30 September 1984 word Afrikaans EERSTE geplaas.
3. Hierdie reëling word in ooreenstemming gebring met dié van die Parlement waarby koerante met Wette ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. Dit word dus van u, as adverteerde, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.

—oo—

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* no longer takes place quarterly, but that it will now be done annually, starting on 1 October until 30 September, every year.
2. For the period 1 October 1983 to 30 September 1984, Afrikaans is to be placed FIRST, changing annually hereafter.
3. This arrangement is to bring the *Government Gazettes* in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.

INHOUD

No.	Bladsy No.	Staats- koerant No.
GOEWERMENTSKENNISGEWING		
Mannekrag, Departement van <i>Goewermentskennisgewing</i>		
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