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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

R.970]

[8 May 1981

INDUSTRIAL CONCILIATION ACT, 1956

BREWING INDUSTRY, WITWATERSRAND

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Brewing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 29 February 1984, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (3) (d), 16 and 19, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 29 February 1984, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

R.970]

[8 Mei 1981

WET OP NYWERHEIDSVERSOENING, 1956

BROUNYWERHEID, WITWATERSRAND

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Februarie 1984 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesond dié vervat in klousules 1 (1) (a), 2, 6 (3) (d), 16 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Februarie 1984 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifieer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 29 February 1984, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (3) (d), 16 and 19, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA
Minister of Manpower Utilisation

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BREWING INDUSTRY,
WITWATERSRAND

AGREEMENT

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

South African Brewing Industry Employers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Witwatersrand Brewery Employees' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Brewing Industry, Witwatersrand.

1. SCOPE OF APPLICATION OF AGREEMENT

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

- (a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union and who are engaged or employed therein;
- (b) in the Magisterial Districts of Alberton, Johannesburg, Kempton Park (excluding those portions which, in terms of Government Notices 556 of 29 March 1956 and 1618 of 2 October 1970, were transferred from the Magisterial District of Pretoria), Krugersdorp (excluding those portions which, in terms of Proclamation 40 of 21 February 1936 and Government Notice 749 of 19 May 1961, were transferred from the Magisterial Districts of Ventersdorp and Randfontein, respectively).

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 29 February 1984, or for such period as may be determined by him.

3. DEFINITIONS

(1) Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act. Any reference to an Act shall include any amendments of such Act and unless the contrary intention appears, words importing the masculine shall include the feminine; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"administrative clerk" means an employee who is employed at a brewery or depot and who assists his superior or depot manager in clerical and administrative duties, with regard to temporary and other employees, controls the sale of meal tickets and performs any other duties incidental thereto;

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesondert dié vervat in klousules 1 (1) (a), 2, 6 (3) (d), 16 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Februarie 1984 eindig, in die gebiede gespesifieer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA
Minister van Mannekragbenutting

BYLAE

NYWERHEIDSRAAD VIR DIE BROUNYWERHEID,
WITWATERSRAND

OOREENKOMS

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

South African Brewing Industry Employers' Association (hierna die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Witwatersrand Brewery Employees' Union (hierna die „werknemers” of die „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Brounywerheid, Witwatersrand.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

- (a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik daarby betrokke of daarin werkzaam is;
- (b) in die landdrosdistrikte Alberton, Johannesburg, Kempton Park (uitgesondert daardie gedeeltes wat ingevolge Goewermentskennisgewing 556 van 29 Maart 1956 en 1618 van 2 Oktober 1970 oorgedra is van die landdrosdistrik Pretoria), Krugersdorp (uitgesondert daardie gedeeltes wat, ingevolge Proklamasie 40 van 21 Februarie 1936 en Goewermentskennisgewing 749 van 19 Mei 1961 oorgedra is van onderskeidelik die landdrosdistrikte Ventersdorp en Randfontein).

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Mannekragbenutting kragtens artikel 48 (1) van die Wet vasgestel word, en bly van krag vir die tydperk wat op 29 Februarie 1984 eindig, of vir sondanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukking wat in hierdie Ooreenkoms geset is en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet. Waar daar van 'n wet melding gemaak word, word ook alle wysings van sodanige wet bedoel, en tensy die teenoor gestelde bedoeling blyk word daar met woorde wat die manlike geslag aandui, ook vroue bedoel. Voorts, tensy onbestaanbaar met die sinsverband, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;
„administratiewe klerk” 'n werknemer in diens by 'n brouery of depot wat sy meerdere of depotbestuurder met klerklike en administratiewe pligte help met betrekking tot tydelike en ander werknemers, wat die verkoop van maaltydkaartjies kontroleer en alle ander pligte uitvoer wat daarmee in verband staan;

"annual leave" means the paid leave to which an employee is entitled in accordance with the provisions of clause 12 (1) of this Agreement;

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

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

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

(a) In the bottling hall—

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

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

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

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

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

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

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

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

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

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

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

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

(b) In brewing—

(1) strapping up beer hose;

(2) changing diaphragms/repairing Saunders valves;

(3) fitting adjusting vee belts/flat belts;

(4) cutting pipes/bars to length;

(5) repairing steam traps;

(6) repairing insulation and fitting insulation where possible;

(7) overhauling mono pumps;

(8) adjusting conveyor chains;

(9) drilling holes in plate;

(10) tapping holes in plate;

(11) using various grinding machines;

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

(13) screwing/cutting pipes;

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

(15) fitting sight glasses;

(16) fitting couplings to water lines;

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

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

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

(20) cleaning oil burners/filters.

(c) In services—

(1) routine simple servicing of fork lift trucks;

(2) simple rigging;

(3) lamp and starter changing;

(4) repairs to spare grates on boilers;

(5) strip, clean, paint motors;

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

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

„jaarlike verlof" die verlof met betrekking daarop 'n werknemer ingevolge klausule 12 (1) van hierdie Ooreenkoms geregtig is; „vakleerling" 'n werknemer wat diens doen ingevolge 'n skrifte-like leerkontrak wat deur die Raad erken word, of ingevolge 'n leerkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is, en omvat dit 'n minderjarige wat ingevolge genoemde Wet op Vakleerlinge op proef werk;

„ambagsman" 'n werknemer wat die werk doen wat gewoonlik deur 'n geskoole ambagsman verrig word, en by die toepassing van hierdie woordomskrywing beteken die uitdrukking „geskoole ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat aangewys is of geag word aangewys te wees kragtens die Wet op Vakleerlinge, 1944, of wat in besit is van 'n bevoegdheidsertifikaat wat die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik het, of 'n sertifikaat wat genoemde Registrateur ingevolge artikel 2 (8) of artikel 7 (3) van genoemde Wet aan hom uitgereik het;

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

(a) In die bottelsaal—

(1) bottelvervoerande—seepanne herstel en vassit; vervoername herstel en regstel; slystroke vervang en vassit; dryfkettings herstel en aansit; latbandkettings herstel en insit;

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

(3) paletmagasyne—rame herstel; rollers herstel en vervang;

(4) paletvervoerande—rame herstel; rollers herstel; dryf- en drakettings herstel; houtlatte aansit;

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

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

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

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

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

(10) kleppe (Saunders, vleuel- en sluistipe)—heeltemal uitmekhaarhal en opknap;

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

(12) sloping—uitrusting stroop en verwyder waar 'n hystoestel nie nodig is nie;

(b) In die brouwerk—

(1) bierslange vasmaak;

(2) diafragmas vervang/Saunderskleppe herstel;

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

(4) pype of stawe volgens lengte sny;

(5) stoomspenders herstel;

(6) isolasiemateriaal herstel en dit waar moontlik aanbring;

(7) monopompe opknap;

(8) vervoerkettings regstel;

(9) gate in plate boor;

(10) gate in plate klop;

(11) met verskillende soorte slypmasjiene werk;

(12) metaaluithangborde maak en opsit (nie sveiswerk nie);

(13) pype draadsny/sny;

(14) eenvoudige tipes brandblusuitrusting vervang en opsit;

(15) peilglase aanbring;

(16) koppelstukke aan waterleidings aansit;

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

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

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

(20) olietanders/oliefilters skoonmaak;

(c) By dienste—

(1) eenvoudige roetineversiening van vurkhyswaens;

(2) eenvoudige monteerwerk;

(3) lampe en aansitters vervang;

(4) reserweroosters by stoomketels herstel;

(5) motore uitmekhaarhal, skoonmaak en verf;

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

- (8) glazing;
 - (9) drain inspection/cleaning;
 - (10) repairs to ash extractors/coal elevators;
 - (11) making up brackets/clamps (excluding welding);
 - (12) preparation of raw materials (cutting pipes, steel plate, etc.);
 - (13) cutting, threading and installing pipes;
 - (14) general drilling of pre-marked holes;
 - (15) repairing pallet guards and wear plates on hysters;
 - (16) running instrument air, capillary line, etc.;
- (d) In transport—
- (1) routine simple servicing of forklift trucks;
 - (2) routine simple servicing of truck tractors;
 - (3) servicing of semi-trailers, including relining brakes and servicing brake systems, rear axles, drop legs, brake and indicator light systems, removal and replacement of road springs and shackle hangers, pins and bushes;
 - (4) changing tarpaulins and decal boards;
 - (5) repairing pallet guards and wear plates on forklift trucks;
 - (6) minor panel beating and preparation including body filling and filing;
 - (7) remove and replace damaged body sections, e.g. bumpers, mudguards, doors, etc.;
 - (8) remove and replace trailer roof sections;
 - (9) remove and replace major components, e.g. gearbox, differential, manifolds;
 - (10) spray painting of truck tractors, trailers and forklift trucks:

Provided that if an artisan's aide performs simple additional duties to the above and those additional duties are agreed at factory level, the performance of such additional duties shall not be construed as a breach of this Agreement;

"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;

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

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

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

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

"brewhouse material handler" means an employee who measures out M and P sundries* for brewhouse, collects and measures hops and organises materials handling labourers and performs any other duties incidental thereto;

"brewhouse material handling team leader" means an employee who is engaged in the supervision of brewhouse material handling labourers, in the handling of incoming supplies of raw material, in preparing quantities of sugar, caramel and hops to be used in brews, loading spent grains onto rail trucks, moving bags of dust

- (7) elektriese kabels lê, klampwerk en saals aansit (finale aansluitings deur elektrisiëns);
- (8) beglasing;
- (9) riele inspekteer/skoonmaak;
- (10) asuttrekkers/koolhysers herstel;
- (11) steunstukke/klampe saamstel (nie sweiswerk nie);
- (12) rou materiaal berei (pype, staalplate, ens. sny);
- (13) pype sny, draadsny en aanlê;
- (14) in die algemeen vooraf gemerkte gate boor;
- (15) paletskermes en slytplate aan hysters herstel;
- (16) lug-, haarsuisleiding, ens., met instrumente aanlê;

(d) By vervoer—

- (1) eenvoudige roetineversiening van vurkhyswaens;
- (2) eenvoudige roetineversiening van voorspanmotors;
- (3) leunwaens versien, asook remme versoel en remstelsels, agterasse, neerlaatpote, rem- en wyserligstelsels versien, slagvere en skommelhangers, penne en busse verwijder en vervang;
- (4) bokseile en dekalborde vervang;
- (5) paletskermes en slytplate aan vurkhyswaens herstel;
- (6) Geringe duiklopwerk en gereedmaking, met inbegrip van bakvulling en -vylwerk;
- (7) beskadigde bakselsies verwijder en vervang, bv. stamfers, modderskermes, deure, ens.;
- (8) sleepwaens se dakseksies verwijder en vervang;
- (9) groot komponente verwijder en vervang, bv. ratkas, ewenaar, spruitstukke;
- (10) voorspanmotors, sleepwaens en vurkhyswaens spuitverf:

Met dien verstande dat as 'n ambagsman se helper hierbenewens eenvoudige bykomende pligte verrig waartoe die fabriek toestem, die uitvoering van sodanige bykomende pligte nie as 'n verbreking van hierdie Ooreenkoms beskou moet word nie; „ambagsman se arbeider" 'n werknemer wat 'n ambagsman of faktotum help met al sy pligte en wat dié pligte wat die ambagsman of faktotum aan hom opdra, kan verrig: Met dien verstande dat dié pligte nie die selfstandige gebruik van gereedskap meebring nie; „batteryman" 'n werknemer wat batterye vir vurkhyswaens en motorvoertuie omruil en laai en wat kan help om toesig te hou oor drywers en om nuwe drywers in pakhuisprosedure op te lei; wat vurkhyswaens volgens 'n beplande onderhoudsprogram ontrek en meganiese foute waarvan hy bewus is, rapporteer; wat soms as 'n drywer van 'n vurkhyswaens diens doen; en wat alle ander pligte kan uitvoer wat daarmee in verband staan; „ketelversorger" 'n werknemer wat gedurende skofwerk aandag bestee aan die werking van outomatis beheerde stoomketels; wat as uit die ketelkamer na ashope verwijder, steenkool na die bunkers van outomatische steenkoolhanteerinstallasies vervoer, dié algemene skoonmaak- en ongeskoolede werk verrig wat nodig sal wees wanneer hy help met die jaarlike voorbereiding van stoomketels vir inspeksie, en wat alle ander pligte uitvoer wat daarmee in verband staan;

„ketelbediener" 'n werknemer wat gedurende skofwerk toesig hou oor die werking van nie-outomatis beheerde stoomketels; wat as uit die ketelkamer na ashope en die vervoer van steenkool na die bunkers van nie-outomatis beheerde steenkoolhanteerinstallasies; wat toesig hou oor sodanige algemene skoonmaakwerk en pligte van ongeskoolede werkers as wat nodig sou wees wanneer hy help met die jaarlike voorbereiding van stoomketels vir inspeksie, en wat alle ander pligte uitvoer wat daarmee in verband staan;

„bottelwasmasjienversorger" 'n werknemer wat aandag gee aan die werking van 'n wasmasjien, die toeverleidings vir verskillende bottelgroottes wissel, die varsbytmiddelfdeling gereedmaak, toesig hou oor die gereelde skoonmaak van siwue en die verwijdering van etikette van die etiketafvoergebied af, seker maak dat die bytsoda uit die wasmasjien gepomp en die wasmasjien gereeld skoongemaak word, en wat alle ander pligte uitvoer wat daarmee in verband staan;

„hanteerder van brouhuismateriaal" 'n werknemer wat allerlei B- en P-diverse* vir die brouhuis afmeet en bymekarmaak, wat hop massameet, arbeiders organiseer wat materiaal hanteer en wat alle ander pligte uitvoer wat daarmee in verband staan;

„spanleier wat brouhuismateriaal hanteer" 'n werknemer wat toesig hou oor arbeiders wat brouhuismateriaal hanteer, wat inkondende grondstofvoorraade hanteer, suiker-, caramel- en hophoeveelhede wat in brousels gebruik gaan word, berei, draf op spoorwegtrokke laai, sakke moutstof na spoorwegplatforms toe vervoer, swaelsuur by suurpompe voeg en wat alle ander pligte uitvoer wat daarmee in verband staan;

„Brounywerheid" of „Nywerheid", sonder om die gewone betekenis van die uitdrukking enigermate te beperk, die Nywerheid wat uitgeoefen word in bedryfsinrigtings wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, geregistreer is

*M and P sundries = manufacturing and processing items

*B- en P-diverse = Bedryfs- en Prosesdiverse

- to rail platforms, adding sulphuric acid to acid pumps and performing any other duties incidental thereto;
- “Brewing Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the industry carried on in establishments registered or liable to registration under the Factories, Machinery and Building Work Act, 1941, for the purpose of brewing malt liquor in terms of the Liquor Act, 1977, and/or the manufacture of malt in connection with the brewing of malt liquor, and the distribution thereof;
- “brush hand” means an employee who mixes paints excluding tinting, prepares surfaces of machines and buildings by cleaning, scraping and priming these surfaces and applying to them paints and who may also do general stencilling work and replace broken window panes and performs any other duties incidental thereto;
- “call-out” means any period of work required of an employee outside his normal hours of work in respect of which he has not received warning before completion of his normal work period requiring him to report for duty at a specified time;
- “carton stitcher” means an employee who takes new cartons and trays and repairs damaged ones, manually erects cartons and trays, cleans working area and maintains carton stitching machines in good working condition by cleaning, oiling and reporting any defects, and performs any other duties incidental thereto;
- “casual labourer” means an employee engaged as a worker on jobs referred to in clause 4 of this Agreement as Grade I, on a daily basis for a period not exceeding three days in any one week;
- “casual leave” means occasional leave granted by heads of departments to employees for unusual domestic or compassionate reasons or to deal with urgent private matters;
- “caustic/chain lube handler” means an employee who cleanses and recycles used caustic, replenishes the chain lube reservoirs, communicates caustic and chain lube stock levels to his superior, and is responsible for the cleanliness of equipment within his area, changes and services tray dating equipment, and who may also perform any other duties incidental thereto;
- “change room attendant” means an employee who is responsible for the general cleanliness and hygiene of the change room, toilets, showers, lockers and related areas, who issues and receives into his custody clothing and baskets and issues clean garments and who performs any other duties incidental thereto;
- “checker” means an employee who checks that the actual quantities received or despatched agree with the receipt or despatch documents; checks and reports discrepancies; assists with stock takes of fulls and empties; checks receipts and issues to bottling; prepares clerical and administrative returns related to the work; instructs forklift truck drivers and labourers; and who performs any other duties incidental thereto;
- “continuous process” means shift work performed in the following sections of an establishment: Malting, brewhouse, fermenting, boilerhouse, engine room, cellars and security;
- “continuous shift” means a shift not exceeding a consecutive period of eight hours, in a section of the establishment where the activities have been declared a continuous process in terms of the Factories, Machinery and Building Work Act, 1941, and subject to the provisions of clauses 7 and 11 of this Agreement;
- “cook” means an employee who cooks, serves meals under supervision, makes refreshments, cleans cooking equipment, washes utensils, and performs any other duties incidental thereto;
- “Council” means the Industrial Council for the Brewing Industry, Witwatersrand, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;
- “crossing keeper” means an employee who guards the road over rail crossing and directs the locomotive driver when to proceed and performs any other duties incidental thereto;
- “cullet handler” means an employee who collects the cullet bins from production lines, manually transports the bins to a mass-measuring station, records the masses and submits the figures to his superior and returns the emptied bins to the production lines, and who also performs other duties incidental thereto;
- of geregistreer moet word, met die doel om bier ingevolge die Drankwet, 1977, te brou, en/of mout in verband met die brou van bier te vervaardig en om dit te versprei;
- „grofskilder” ‘n werknemer wat verf meng maar nie tint nie, wat die oppervlakte van masjiene en geboue gereedmaak deur hulle skoon te maak, af te skraap en ‘n grondlaag toe te dien en te verf en wat ook algemene sjablonewerk kan verrig en stukkende vensterruite kan vervang en ander pligte uitvoer wat daar mee in verband staan;
- „uitroeftyd” enige werktydperk wanneer daar van ‘n werknemer vereis word om buite sy gewone werkure te werk, en ten opsigte waarvan hy nie, vóórdat hy sy gewone werktydperk voltoo het, gewaarsku is dat van hom vereis sal word om hom vir diens op ‘n bepaalde tyd aan te meld nie;
- „kartonstikker” ‘n werknemer wat nuwe kartonne en panne neem en dié wat beskadig is heelmaak, wat kartonne en panne met die hand opstel, die werkterrein skoonmaak en kartonstikmasjién in ‘n goeie werkende toestand hou deur hulle skoon te maak, te olie en defekte te rapporteer, en wat alle ander pligte uitvoer wat daar mee in verband staan;
- „los arbeider” ‘n werknemer wat hoogstens drie dae in ‘n week op ‘n daaglikske grondslag werk verrig wat in klousule 4 van hierdie Ooreenkoms as graad I ingedeel word;
- „geleentheidsverlof” verlof wat deur afdelingshoofde aan werknemers toegestaan word om buitengewone huishoudelike of deernisredes of om dringende private sake af te handel;
- „hanteerdeer van bytmiddel/kettingsmeermiddel” ‘n werknemer wat gebruikte bytmiddel reinig en herwin, die kettingsmeermiddelreservoirs hervul, die stand van die bytmiddel en kettingsmeermiddelvoorraad aan sy meerder rapporteer, en wat verantwoordelik is vir die sindelheid van die uitrusting binne sy gebied, wat pandateeruitrusting vervang en versien, en wat ook alle ander pligte uitvoer wat daar mee in verband staan;
- „kleekamerbediende” ‘n werknemer wat verantwoordelik is vir die algemene sindelheid en higiëne van die kleekamer, toilette, storte, sluitkaste en verbandhouende afdelings, wat klere en mandjies uitrek en in sy bewaring neem en skoon kledingstukke uitrek en wat alle ander pligte uitvoer wat daar mee in verband staan;
- „nasiener” ‘n werknemer wat toesien dat die werklike hoeveelhede wat ontvang of versend word, ooreenstem met die ontvangs- of versendingsdokumente; wat verskille nagaan en anmeld; wat help met die voorraadopname van vol en leë houers; wat bottels nagaan wat ontvang en uitgereik word, klerklike en administratiewe opgawes in verband met die werk opstel, vurkhyswadrywers en arbeiders opdragte gee, en wat alle ander pligte uitvoer wat daar mee in verband staan;
- „deurlopende proses” skofwerk wat in die volgende seksies van ‘n bedryfsinrigting uitgevoer word: Dié vir mout, brou, gis, die ketelgebou, masjienkamer, kelders en veiligheid;
- „ononderbroke skof” ‘n skof van hoogstens agt aaneenlopende ure in ‘n seksie van die bedryfsinrigting waarvan die werkzaamheid as ‘n deurlopende proses verstaan is ingevolge die Wet op Fabriek, Masjienerie en Bouwerk, 1941, en behoudens klousules 7 en 11 van hierdie Ooreenkoms;
- „kok” ‘n werknemer wat kook, etes onder toesig opdis, versversingsdranke maak, kookgerei skoonmaak, eetgerei was, en alle ander pligte uitvoer wat daar mee in verband staan;
- „Raad” die Nywerheidsraad vir die Brounywerheid, Witwatersrand, wat geregistreer is ingevolge artikel 2 van die Nijverheid Verzoeningswet, 1924, en geag word geregistreer te wees ingevolge dié Wet;
- „oorgangswag” ‘n werknemer wat die pad by ‘n spooroorgang bewaak en die lokomotiefdrywer aansé wanneer hy kan ry en wat alle pligte uitvoer wat daar mee in verband staan;
- „afvalglasanteerdeer” ‘n werknemer wat die afvalglasopgaarbakke van die produksie-eenhede bymekaarmaak, die opgaarbakke met die hand na ‘n massa-meetstasie vervoer, die massas aanteken en die syfers aan sy meerder besorg, die leë opgaarbakke aan die produksie-eenhede terugbesorg, en wat ook ander pligte uitvoer wat daar mee in verband staan;
- „dagloon” die uurlon vermenigvuldig met nege ten opsigte van ‘n bedryfsinrigting waarin daar vyf dae in ‘n week gewerk word, en met agt ten opsigte van ‘n bedryfsinrigting waarin daar ses dae in ‘n week gewerk word;
- „distribusiemotorvoertuigdrywer” ‘n werknemer wat diens doen as ‘n kode II-drywer soos omskryf in artikel 58 (1) (K) van die Ordonnansie op Padverkeer en Regulasies—Transvaal (Ordonnansie 21 van 1966)—en wat ‘n eenheidsmotorvoertuig en/of voorspanmotor en sleepwakombinasies en/of tenkwa dryfprodukte aan die groot- en kleinhandel aflewer, leë houers bymekaarmaak, al die nodige dokumentasie behartig, geld van die handel invorder, sorg vir die oordrag van produkte en houers tussen depots of brouerye, toesig hou oor die vragmotorbemanning, en wat daarbenewens die olie, brandstof, waterpeil, band-

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

"distribution motor vehicle driver" means an employee who is engaged as a code II driver as defined in section 58 (1) (K) of the Road Traffic Ordinance and Regulations—Transvaal (Ordinance 21 of 1966)—and who drives a rigid motor vehicle and/or truck tractor and trailer combinations and/or road tanker, delivers products to the wholesale and retail trade, collects empty containers and attends to all necessary documentation and who collects moneys from the trade, or makes interdepot or interbrewery transfers of products and containers, who supervises the truck crew, and who, in addition, is required to check oil, fuel, water level, tyre pressures, general roadworthiness and is responsible for the cleanliness of the vehicle; and is responsible for checking the products and containers on the distribution motor vehicle; controlling equipment, e.g. trolleys, radios, etc; the cleanliness and appearance of his uniform and the overalls or uniforms of his truck crew; and for the purposes of this definition, "driving" is deemed to include all periods of driving and any time spent by the driver on work connected with the vehicles and all periods during which he is obliged to remain in readiness to drive;

"drain cleaner" means an employee who is responsible for ensuring that sewerage, effluent and storm water drains are clear at all times. This includes inspecting drains, locating, identifying and clearing any blockages that may occur from time to time; carrying out minor plumbing repairs, such as clamping leaking pipes, replacing tap washers, repairing cisterns and other work incidental thereto;

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

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

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

"empties/fulls relief" means an employee who relieves machine attendants on the bottling unit from time to time due to absenteeism, toilet breaks, staggered shifts and any other circumstances, and performs simple clerical, cleaning and other duties incidental thereto;

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

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

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

"filing clerk—distribution/warehouse" means an employee who scrutinises documents, reports any irregularities or discrepancies or missing documents to his superior; carries out clerical and administrative duties; files all distribution and warehouse documents; and performs any other duties incidental thereto; and in certain instances carries out the duties of the administrative clerk;

druk en algemene padwaardigheid van die voertuig moet nagaan en verantwoordelik is vir die sindelikheid daarvan; wat verantwoordelik is vir die nagaan van die produkte en houers op die distribusiemotorvoertuig, uitrusting soos trolleys, radios, ens. moet kontroleer, asook die sindelikheid en voorkoms van sy uniform en die oorpakke of uniforms van sy vragmotorbemanning; en vir die toeassing van hierdie omskrywing word „dryf” geag alle dryfytperke in te sluit en alle tyd wat die drywer bestee aan werk in verband met die voertuie en alle tydperke waartydens hy op sy pos moet wees gereed om te dryf;

,,rioolskoonmaker” ’n werknemer wat moet toesien dat riool-, afloop- en stormwaterpype altyd oop is, d.w.s. die gereelde inspeksie van riole en die opspoor, identifisering en oopmaak van alle verstoppings wat van tyd tot tyd voorkom, wat ook kleinloodgietersherstelwerkies uitvoer, soos lekkende pype vasklamp, kraanwasters vervang, spoelbakke herstel en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,diensdrywer” ’n werknemer, uitgesonderd ’n distribusiemotorvoertuigdrywer, wat volgens opdrag motorvoertuie dryf om voorrade af te haal en af te lever, personeel, broumateriaal en leë houers te vervoer en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,diens” of werk of diens by, of die totale tydperk aaneenlopende werk of diens by dieselfde werkewerker in die Brounywerheid, volgens die samehang van die toepaslike sin of paragraaf; ,,inspekteur van leë houers” ’n werknemer wat houers inspekteer, reeds afgekeurde leë bottels verwyder, afval uit die houers uitgoot, onbruikbare houers afkeur en die ander na die vervoerband op te ruim en te verhelp en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,afloswerker by leë/vol houers” ’n werknemer wat die masjienversorgers by die botteleenheid van tyd tot tyd aflos vanweë absenteisme, toiletonderbrekings, skikskofte en ander omstandighede en wat eenvoudige klerklike, skoonmaak- en ander pligte uitvoer wat daarmee in verband staan;

,,enjinkamerversorger” ’n werknemer wat die operasionele beheer oor die hoofenkamervanger, luginstallasie, moutryenkammer en waterchlooreerinstallasie behartig, temperatuur- en druklesings aanteken, die masjinerie noukeurig nagaan om die egalige loop daarvan te verseker, wat die CO₂-installasie gereeld inspekteer en ’n konstante CO₂-toevoer handhaaf, en wat met geredheidswerkemers moet skakel met die oog op uitroptye en wat alle ander pligte uitvoer wat daarmee in verband staan;

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

,,bedryfsinrigting” ’n perseel waarin of in verband waarmee een of meer werkemers in die Brounywerheid in diens is;

,,liasseerklerk—distribusie/pakhuis” ’n werknemer wat dokumente noukeurig nagaan, onreëlmatrikhede of verskille of vermiste dokumente by sy meerder aanmeld; klerklike en administratiewe pligte uitvoer; distribusie- en pakhuisdokumente liasseer; en alle ander pligte in verband daarmee uitvoer; en wat in sekere gevalle die pligte van die administratiewe klerk uitvoer;

,,vultoestelbediener” ’n werknemer wat ’n vultoestel in ’n deurlopen-deprosesseenheid bedien, bottels en blikke doeltreffend en ekonomies vul en doppies daarop sit, verseker dat lug uitgesluit word en aandag gee aan die vultoestel se spoed, die vultoestel aan die einde van die skof aftap en skoonmaak, die vultoestel volgens ’n voorgeskrewe basis steriliseer, die vervoerband tussen die wasser en die pasteuriseerde kontroleer, die vultoestelkleppe en -buise omruil, vultoestelaflaswerkers oplei, toesig hou oor arbeiders om en by die vultoestel en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,vultoestelaflaswerker” ’n werknemer wat ’n vultoestel bedien deur sy meerder te help om bier en water af te tap as produksie afgesluit of aan die gang gesit word, wat die masjienversorgers as daar onreëlmatrikhede voorkom en dit by sy meerder aanmeld, wat sorg dat die magasyn genoeg deksels en kroonproppe het, wat alle bottles of blikke wat nie vol genoeg is nie van die vultoestel verwyder, en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,stoker” ’n werknemer wat onder toesig vure in ketels maak en in stand hou, as verwyder, hefhome en kontrolemiddels bedien ten einde die stoomdruk op die vereiste peil te hou, watertanks volmaak, en sy meerder behulpsaam is met alle ander pligte wat daarmee in verband staan;

“filler operator” means an employee who operates a filler in a continuous process unit, fills and caps bottles and cans efficiently and economically, ensures air exclusion and pays attention to the speed of the filler, drains and cleans the filler at shift end, sterilises the filler on a prescribed basis, controls the conveyors between washer and pasteuriser, changes filling valves and tubes, trains filler reliefs and supervises labourers in the vicinity of the filler, and performs any other duties incidental thereto;

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

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

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

“forklift truck driver” means an employee engaged in operating a power driven forklift truck used for loading, unloading, moving and stacking palletised goods, and who will, in addition, check and correct oil, fuel and water levels and clean such vehicles, assist with housekeeping and he will be aware of and apply safety precautions related to the re-fuelling of liquid petroleum gas and performs any other duties incidental thereto;

“fuel bay attendant” means an employee who issues fuel to brewery vehicles, tops up oil, radiator and battery water, inflates tyres on brewery vehicles and maintains the necessary records and documents and is responsible for the control of fuel and oil stocks as well as maintaining cleanliness in the re-fuelling bay and surrounding area; applies safety precautions related to re-fuelling and performs any other duties incidental thereto;

“ganz operator” means an employee who is responsible for the operation of a ganz shrinkwrapping machine for the formation of six packs which must be properly sealed to meet packaging quality standards, keeps the machine supplied with shrinkfilm of the correct quality and ensures the film is fed into the machine correctly, removes defective packs at the machine discharge, maintains the machine and working area in a clean state, observes all safety rules during operations or adjustments and performs any other duties incidental thereto;

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

“greaser” means an employee who is responsible for cleaning, oiling and greasing all plant and machinery and truck tractors and trailers and forklift trucks, who keeps supplies of the various types of grease and oil used and requests new supplies when necessary, reports faults when they are noticed, and performs any other duties incidental thereto;

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

“inter-depot shift radio operator” means an employee who monitors and controls by radio communication the movement of inter-depot trucks to and from depots and between breweries and performs certain administrative and clerical duties, checks and reports on the working condition of radios, and any other duties incidental thereto;

“juvenile” means an employee under the age of 18 years;

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

“label cutter/glue mixer” means an employee who codes the labels prior to their use and prepares label glue for use by mixing the required ingredients, ensures an adequate supply of glue to labelling machines, replacing the coding machine blades when necessary, and maintains his working area in a clean state, and who may perform any other duties incidental thereto;

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

“vurkhyswadywer” ‘n werknemer wat ‘n kragvurkhyswa bedien wat gebruik word om paletgoedere te laai, af te laai, te verskuif en op te stapel; wat daarbenewens die olie-, brandstof- en waterpeil nagaan en aanvul, dié voertuie skoonmaak, met die huishouding help en bekend moet wees met die veiligheidsmaatreels in verband met die hervulling van vloeibare petroleumgas en hulle moet toepas, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“versorger van brandstofvulstasie” ‘n werknemer wat brandstof aan broueryvoertuie uitrek, olie, verkoeler- en batterywater byvul, die bande van broueryvoertuie pomp en die nodige registers en dokumente byhou; wat verantwoordelik is vir die beheer van die brandstof- en olievoorraade en wat ook sorg dat die vulstasie en omgewing netjies is; wat veiligheidsmaatreels toepas by hervulling en alle ander pligte uitvoer wat daarmee in verband staan;

“ganzbediener” ‘n werknemer wat verantwoordelik is vir die bediening van ‘n ganzkrimptoedraaimasjin wat ses pakke moet vorm wat behoorlik verseël moet wees ten einde aan verpakkingsehaltestandaarde te voldoen, wat sorg dat die masjin voorsien is van krimpfilm van die regte gehalte en verseker dat die film reg in die masjien gevoer word, wat defekte pakke by die masjien se afvoer verwyder, sorg dat die masjien en die werkterrein skoon is, wat alle veiligheidsmaatreels gedurende werksaamhede of regstellings nakom en alle ander pligte uitvoer wat daarmee in verband staan;

“algemene faktotum” ‘n werknemer, uitgesonderd ‘n ambagsman, wat ‘n verskeidenheid take verrig wat ‘n eenvoudige kennis verg van ‘n aantal verskillende ambagte, bv. beglasing, verf, loodgieters-, messel-, pleister- en timmerwerk, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“smeerder” ‘n werknemer wat verantwoordelik is vir die skoonmaak, olie en smeer van alle installasie, masjinerie, voorspanmotors, sleepwaens en vurkhyswaens, wat voorrade aanhou van die verskillende soorte ghries en olie wat gebruik word en, wanneer nodig, nuwe voorrade aanvra, wat foute rapporteer wanneer hulle opgemerk word en alle ander pligte uitvoer wat daarmee in verband staan;

“uurloon” die weekloon in klousule 4 van hierdie Ooreenkoms voorgeskryf, gedeel deur 45;

“interdepot-skofradiobiediener” ‘n werknemer wat die beweging van interdepotvragmotors na en vanaf depots en tussen brouerye deur middel van radiokommunikasie monitor en beheer en sekere klerklike en administratiewe pligte uitvoer, die werktoestand van radios nagaan en daaroor verslag doen, en wat alle ander pligte uitvoer wat daarmee in verband staan;

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

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

“etiketsnyer/lymmenger” ‘n werknemer wat etikette kodeer voordat hulle gebruik word en etiketlym vir gebruik berei deur die nodige bestanddele te meng, wat sorg vir ‘n voldoende voorraad lym vir etiketteermasjiene, die kodeermasjiemlemme vervang wanneer nodig, sy werkterrein skoon hou en wat alle ander pligte uitvoer wat daarmee in verband staan;

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

“laboratoriumassistent—brou” ‘n werknemer wat gehaltebeheertegnici help met een of meer van die volgende pligte: Laboratoriumapparaat skoonmaak en steriliseer, monsters neem vir mikrobiologiese ontleding, in verskillende stadiums van die proses monsters neem en voorberei om geproe te word, media berei, eenvoudige fisiese meetwerk doen, d.w.s. relatiewe digtheid bepaal, temperatuur meet, ens., die nodige berekening maak en die tersaakklike dokumente byhou, monsters neem van rou materiaal vir ontleding en om geproe te word, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“laboratoriumassistent—verpakking” ‘n werknemer wat die gehalte van die bottel- en/of inblikkeenhed nagaan deur die bytmiddelsterkte, die lug in die boruimte, CO₂ inhoud, lug- en CO₂-

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

"laboratory assistant—brewing" means an employee who assists quality control technicians in one or more of the following duties: cleaning and sterilising laboratory apparatus, drawing samples for microbiological analysis, drawing and preparing samples at various stages of the process for tasting, preparation of media, taking simple physical measurements, i.e.; relative densities measuring temperatures, etc., executes the necessary calculations and keeps the relevant documents, samples raw materials for analysis and tasting and who performs any other duties incidental thereto;

"laboratory assistant—packaging" means an employee who performs quality checks on the bottling and/or canning line by testing for caustic strength, air in headspace, CO₂ content, air and CO₂ content in bulk, determines temperatures, CO₂ purity, samples packaging raw materials for analysis and keeps relevant documents and performs any other duties incidental thereto;

"laboratory assistant—seams" means an employee who accurately measures the component of the can double seam, draws the necessary samples to perform this task, executes the necessary calculations, performs W.A.C.O. analysis and who performs any other duties incidental thereto;

"laboratory cleaner" means an employee who assists in the laboratory by the performance of general and specific cleaning duties, removes waste materials and places them into the correct containers or areas for disposal, delivers or carries letters, messages or goods on foot or by means of a trolley, performs simple tasks in order to assist laboratory technicians in all aspects of beer taste sample handling, keeps the relevant documents and who performs any other duties incidental thereto;

"laboratory technician—packaging" means an employee who checks can seams, W.A.C.O. enamel rating, crown crimps, etc., and is also involved in taking random packaged beer samples to determine quality of packaging by testing for label skewness, label alignment, fill volumes, etc. and who performs any other duties incidental thereto;

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

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

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

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

"leading hand—cellars" means an employee who operates centrifuge and filter to produce treated or filtered beer of the desired standard to meet the requirements of the bottling programme; controls and leads the attendants; promotes the spirit required to achieve this overall objective; controls/records usages of materials and reports to the shift supervisor;

"leading hand—cleaning crew" means an employee who is engaged in the supervision of cleaning employees seconded from the bottling units for the purpose of cleaning and sterilising bottling machinery, floors, drains, etc.; carries out the cleaning according to prescribed standards and completes the necessary documentation applicable thereto, and performs any other duties incidental thereto and who may also relieve bottling hall unit leading hands from time to time;

inhoud in massa te toets, temperature en CO₂-suiwerheid vasstel, monsters neem van rou materiaal vir verpakking om ontleed te word, die nodige dokumente byhou en alle ander pligte uitvoer wat daarmee in verband staan;

,,laboratoriumassistent—naatvorming" 'n werknemer wat die komponent van die blikkies se dubbelnaat noukeurig meet, die nodige monsters neem ten einde dié taak te verrig, die nodige berekenings maak, 'n WACO-ontleding uitvoer, en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,laboratoriumskoonmaker" 'n werknemer wat in die laboratorium help deur algemene en bepaalde skoonmaakpligte uit te voer, wat afvalmateriaal verwijder en in die regte houers of plekke sit om weggedoen te word, wat briewe, boodskappe of goedere te voet of met 'n trolley aflewer of dra, wat eenvoudige take verrig ten einde laboratoriumtegnici in alle opsigte te help met die hantering van bierproemonsters, wat die tersaaklike dokumente byhou en alle ander pligte uitvoer wat daarmee in verband staan;

,,laboratoriumtegnikus—verpakking" 'n werknemer wat die mate van blikkies, WACO-emalje-aanslag, kroonkrimping, ens. nagaan en wat ook willekeurige verpakte biermonsters ondersoek om vas te stel wat die gehalte van die verpakking is deur te toets of die etikette nie skeef sit nie maar in lyn is, of die vulinhoud reg is, en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,arbeider" 'n werknemer wat liggaamlike arbeid verrig en wie se pligte een of meer van die volgende werksaamhede insluit, hetrys onder toesig of volgens opdrag: Algemene en bepaalde skoonmaakpligte, die hantering, of met die hand of met materiaalhanteeruitrusting wat met die hand bedien word, van rou materiaal, verpakkingsmateriaal, -hegstukke en -additiewe, bierprodukte en -neweprodukte, vol en leë bierkaste en afvalmateriaal, asook die sortering van sodanige materiaal en die plasing daarvan in die regte houers, die afkeur en afgiet van materiaal en produkte wat nie in 'n goeie toestand is nie of verkeerd verpak is, en die palettisering van materiaal en produkte volgens vooraf gestelde patronen, vragsmotors was, en alle ander pligte uitvoer wat daarmee in verband staan;

,,wasseryversorger" 'n werknemer wat al die toestelle bedien wat nodig is om beskermende klere te was, te stryk en te herstel, en oor diestrykwerker en naaimasjienbediener toesig hou, gewaste en gestrykte kledingstukke sorteer en opberg en skoon kledingstukke uitrek, en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,reg" ook die gemene reg, d.w.s. 'n wet wat die gemeenskap bind;

,,spanleier—brouery" 'n werknemer wat 'n brouery bestuur ten einde die wort te maal, fyn te maak, volgens die lauterproses fyn te maak en saam met hop te kook ten einde hopwort van die vereiste gehaltestandaard te produseer om aan die vereistes van die brouaprogram te voldoen; die versorgers te beheer en te lei en die gesindheid te bevorder wat nodig is om hierdie algemene doel te bereik; en wat slegs vir die bestuur van die brouery verantwoordelik en aan die skofbrouer aanspreeklik is;

,,spanleier—kelders" 'n werknemer wat centrifugeer- en filtreermasjiene bedien vir die produksie van behandelde gefilteerde bier van die vereiste standaard om aan die vereistes van die bottelprogram te voldoen; wat die versorgers beheer en lei; die gesindheid bevorder wat nodig is om hierdie algemene doel te bereik; nagaan/aanteken hoe materiaal gebruik word en aan die skoftoesighouer rapporteer;

,,spanleier—skoonmaakspan" 'n werknemer wat toesig hou oor die skoonmakers wat van die botteleenhede geleent word om die bottelmasjinerie, vloer, afvoerpipe, ens. skoon te maak en te steriliseer; wat dié werk volgens voorgeskrewe standaarde uitvoer en die nodige dokumentasie in verband daarmee voltooi, wat alle ander pligte uitvoer wat daarmee in verband staan en wat ook van tyd tot tyd spanleiers in die bottelsaal eenheid kan aflos;

,,spanleier—veroudering" 'n werknemer wat aan die verouderingsopsigter verantwoordelik is vir die teken van temperatuurkaarte, die nagaan van bytsterkte en sirkulasie, die nagaan van alle stadiums van biervervoer, die skoonmaakwerksaamhede in die kelders, en wat alle ander pligte uitvoer wat daarmee in verband staan;

,,spanleier—verpakking" 'n werknemer wat help toesig hou oor die personeel van die bottelsaal eenheid en toesien dat hulle vir hul pligte opgelei word, dat hulle doeltreffend werk en dat afloswerkers beskikbaar is, wat help met klerklike werk in verband met arbeidsbeheer, die aanmeld van onderbrekings en produksiestatistiek van die eenheid, van wie vereis kan word om alle bykomende take by 'n bottel-/inbliekenheid of vervoerbandsstelsel te verrig sodat die eenheid optimaal kan funksioneer en wat alle probleme aan sy meerdere rapporteer;

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

“leading hand—packaging” means an employee who assists in the supervision of bottling hall unit personnel, ensuring that they are trained in their functions, are working effectively and that relief workers are available, who assists in clerical work related to labour control, reporting of stoppages, and production statistics on the unit and who may be required to perform any additional tasks on a bottling-canning unit or conveyor system to keep the unit functioning optimally and who reports any difficulties to his superior;

“leading hand—packaging materials” means an employee who receives packaging material stocks, supervises stacking of such materials, controls the issuing of raw materials requirements, submits stock figures, records all daily activities related to movement of raw materials, and performs any other duties incidental thereto;

“leading hand—racking plant” means an employee who is engaged in the supervision of racking labourers in the cleaning and general handling of racking equipment, racking different types of beer into casks, makes the required test, takes samples for the laboratory, carries out the necessary clerical work, relieves bottling hall leading hands from time to time, and who may also perform any other duties incidental thereto;

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

“locomotive driver” means an employee engaged in operating a powered locomotive used for moving railway trucks on brewery premises and in railway shunting areas, and who may check and correct oil, fuel and water levels of locomotives and maintains cleanliness of the locomotives, performs liaison and clerical duties regarding the movement of rail trucks and any other duties incidental thereto;

“machine attendant” means an employee who operates one or more of the following machines operating in the brewery which has not been specified elsewhere in this Agreement and performs simple clerical and other duties incidental thereto: Addressograph, baling machine, carry-pack machine, depalletiser, spent grains machine, malt mill, malt roaster and washer, box forming machine, palletiser, strapping machine, shrink-wrap machine, mechanical uncaser, fulls packing machine, pasteuriser, truck and trailer wash bay;

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

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

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

“materials handler—cellars” means an employee who transfers materials from the bulk store and measures out fixed quantities of various M and P sundries and cleaning materials, using both mass and volume measuring equipment, and performs any other duties incidental thereto;

“materials handler assistant—brewhouse” means an employee who assists the brewhouse material handler with the weighing out of hops, M and P sundries and performs any other duties incidental thereto;

“materials handler assistant—fermenting” means an employee who assists the supervisor by measuring out fixed quantities of the various cleaning and sterilising materials, using both mass and volume measuring equipment and performs any other duties incidental thereto;

“mechanic’s assistant” means an employee who assists a mechanic in all his duties and who may perform such duties delegated to him by the mechanic;

„spanleier—verpakingsmateriaal” ’n werknemer wat voorrade verpakingsmateriaal in ontvang neem, toesig hou oor die stapeling daarvan, die uitreiking van roumaterialebenodigdheede kontroleer, voorraadsyfers voorlê, alle daagliks werkzaamhede in verband met die beweging van rou materiaal aanteken en wat alle ander pligte uitvoer wat daarnee in verband staan;

„spanleier—tapbierenheidseksie” ’n werknemer wat toesig hou oor die tapbierarbeiders wat die tapbieruitrusting skoonmaak en algemeen hanteer, wat verskillende soorte bier in vate tap, die vereiste toetse uitvoer, monsters vir die laboratorium neem, die nodige klerklike werk verrig, spanleiers in die bottelsaal van tyd tot tyd aflos, en wat ook ander pligte uitvoer wat daarnee in verband staan;

„verligtingsassistent” ’n werknemer wat daarvoor verantwoordelik is om die lige wat nie werk nie orals in die brouery na te gaan en om gloeilampies en buise wat buite werking is te vervang, en om glaskappe op aanvraag te vervang;

„lokomotiefdrywer” ’n werknemer wat ’n kraglokomotief dryf wat gebruik word vir die verskuwing van spoorwegtrotte op die broueryperseel en in die spoorweggrangeergebieid, wat die olie-, brandstof- en waterpeil van lokomotiewe kan nagaan en toesien dat die lokomotiewe skoon is, wat skakel- en klerklike pligte uitvoer met betrekking tot die verskuwing van spoorwegtrotte en wat alle ander pligte uitvoer wat daarnee in verband staan;

„masjienversorger” ’n werknemer wat een of meer van die volgende masjiene wat nie elders in hierdie Ooreenkoms gemeld word nie in die brouery bedien en eenvoudige klerklike en ander pligte uitvoer wat daarnee in verband staan: ’n Addressograaf, baalmasjién, drapakmasjién, depalettiseermasjién, drafmasjién, moutmeul, moutrooster en wasmasjién, doosvervaardigingsmasjién, palettiseermasjién, bindmasjién, krimptoedraaimasjién, meganiese uitpakmasjién, volhouerpakmasjién, pasteuriseermasjién, vragmotor- en sleepwawastoestel;

„grootste gedeelte” meer as die helfte van die tyd wat ’n skof uitmaak, met inbegrip van pouses van hoogstens 30 minute, maar geen oortyd nie;

„moutertytoesighouer” ’n werknemer wat toesig hou oor werkers deur werk aan hulle toe te wys en steekproewe te doen, wat in beheer is van die werk- en oondproses volgens die huidige spesifikasies, waarby inbegrepe is die bediening van blaaswaaiers, vervoerbande, hyzers, oondwaaiers, ontkiemings- en sifmasjinerie, deur kleppes en skuiplate oop en toe te maak en aan-en-afslitknoppies te druk wanneer gars of mout oorgeplaas of bewerk word; temperatuur, voggehalte, lugdruk, vog- en ontkiemstellings van gars gedurende die moutertyproses bereken en aanteken en die nodige berekenings doen in klerklike werk verrig, en alle ander pligte uitvoer wat daarnee in verband staan;

„moutertyprosesarbeider—spanleier” ’n werknemer wat toesig hou oor prosesarbeiders in die moutery wat in die ontkiemingsafdelings werk deur die doeltreffendheid van hul werk na te gaan en nuwe werknemers op te lei, wat groenmout in lossers kan laai, leé ontkiemingsafdelings kan skoonmaak, blaaswaaiers en afdelingswaaiers kan afskakel, groenmoutroerinrigtings kan bedien, en wat alle ander pligte uitvoer wat daarnee in verband staan;

„materiaalhanteerder—kelders” ’n werknemer wat materiaal van die massapakhuis af vervoer en vaste hoeveelhede verskillende B- en P-diverse en skoonmaatkmeriaal afmeet, met gebruikmaking van sowel massa- as volumemeteuitrusting, en wat alle ander pligte uitvoer wat daarnee in verband staan;

„materiaalhanteerder se assistent—brouhuis” ’n werknemer wat die brouery se materiaalhanteerder help met die massameet van hop en B- en P-diverse, en wat alle ander pligte uitvoer wat daarnee in verband staan;

„materiaalhanteerder se assistent—gisting” ’n werknemer wat die toesighouer help deur vaste hoeveelhede van die verskillende skoonmaak- en steriliseermateriaal te massameet, met gebruikmaking van sowel massa- as volumemeteuitrusting, en wat alle ander pligte uitvoer wat daarnee in verband staan;

„werktykgundige se assistent” ’n werknemer wat ’n werktykgundige met al sy pligte help en wat dié pligte kan uitvoer wat die werktykgundige aan hom opdra;

„bode” ’n werknemer wat brieke, boodskappe of goedere te voet of met ’n fiets of driewiel aflewer of vervoer; en wat tee of soortgelyke drankie kan maak en opdien, algemene skoonmaakpligte verrig, telefoonboodskappe neem, ’n kantoorafrolmasjién bedien en wat eenvoudige klerklike pligte kan uitvoer, en alle ander pligte uitvoer wat daarnee in verband staan;

„maandloon”, behalwe in die geval van ’n los werknemer, die weekloon vermenigvuldig met vier en een derde;

„motorfietsbode” ’n werknemer, uitgesonderd ’n diensdrywer of ’n drywer van ’n distribusiemotorvoertuig, wat ’n motorfiets

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

“monthly wage” means, except in the case of a casual labourer, the weekly wage multiplied by four and a third;

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

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

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

“pallet inspector” means an employee who inspects, sorts and rejects defective pallets, placing the defective pallets in a designated area and also ensures that there is a constant flow of pallets to the palletiser and who may also perform other duties incidental thereto;

“pallet repairer” means an employee who sorts and repairs serviceable pallets with usable parts obtained from old or badly damaged pallets or new timber, destroys and discards unserviceable pallets, cleans working areas, maintains simple records of pallets repaired and timber used, and performs any other duties incidental thereto;

“partition inspector” means an employee who rejects bad partitions into collection bins for repair, salvages usable partitions for re-use and disposes of partitions that are unable to be repaired, relieves the sighters and performs any other duties incidental thereto;

“pasteuriser discharge/FBI and decant attendant” means an employee who ensures that a continuous flow of bottles or cans is maintained from the pasteuriser and also removes fallen bottles/cans and sorts rejected cans/bottles from the FBI machine, decants rejected products and performs any other duties incidental thereto;

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

“process attendant—Amstel” means an employee who assists the Amstel brewer in the following areas: checking the SV's are clean and sterile; transferring and dosing with additives on all movements; yeast scrapping, carrying out hot and cold caustic circulations and who performs any other duties incidental thereto;

“process attendant—blenders” means an employee who connects beer hoses from maturation to filtration via a blender, fills the mains with water, flushes out water with beer and also connects up mains for caustic circulation and performs any other duties incidental thereto;

“process attendant—brewhouse” means an employee engaged in various functions in the brewhouse, covering control of water levels, opening and closing of valves, hop and sugar additions, pumping of wort from the brewhouse to hot water receiver, sample taking, who assists with the cooker operation, general cleaning and performs any other duties incidental thereto;

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

“process attendant—centrifuge” means an employee who connects up mains and hoses from SV to filter to bright beer tanks, makes up treatments and kieselguhr mixture, helps with cleaning of filter and caustic/acid circulations and generally assists the leading hand—cellars;

“process attendant—dropping” means an employee engaged in the connection of mains and hoses for caustic circulations and beer transfer from fermenter to storage and who performs any other duties incidental thereto;

“process attendant—fermenting (section A)” means an employee who assists in the regulation of wort temperature and

volgens opdrag dryf by die aflewering en afhaal van pos en boodskappe en wat alle ander pligte uitvoer wat daarmee in verband staan;

“motorvoertuig” ‘n meganies aangedrewe voertuig wat gebruik word om persone of goedere te vervoer, en omvat dit ‘n voorhaker en ‘n trekker;

“ander werk met besoldiging” werk wat ‘n werknemer strydig met klousule 12 (1) (a) (i) van hierdie Ooreenkoms gedurende sy tydperk van jaarlike verlof met besoldiging, by ‘n werkewer, uitgesonderd sy gewone werkewer, aanvaar of wil aanvaar;

“paletinspekteur” ‘n werknemer wat defekte palette inspekteer, sorteer en afkeur, die defekte palette in ‘n aangewese terrein plaas en ook sorg dat daar ‘n konstante toevoer van palette na die paletlaaier is, en wat ander pligte uitvoer wat daarmee in verband staan;

“palettheelmaak” ‘n werknemer wat palette wat nog gebruik kan word sorteer en heelmaak met bruikbare dele van ou en erg beskadigde palette of nuwe hout, wat onbruikbare palette vernietig en dit wegdoen, die werkplekke skoonmaak, eenvoudige aantekeninge hou van palette wat heelgemaak en hout wat gebruik is, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“afskortingsinspekteur” ‘n werknemer wat swak afskortings in versamelbakke gooi om herstel te word, bruikbare afskortings vir hergebruik herwin en afskortings wegdoen wat nie herstel kan word nie, die ondersoekers aflos, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“toesighouer oor pasteuriseerdeerafvoer/VBI-masjien en afgietwerk” ‘n werknemer wat sorg dat ‘n ononderbroke toevoer van bottels of blikke vanaf die pasteuriseerde volgehoud word, wat bottels/blikke wat gevul het, verwyder en afgekeurde blikke/bottels van die VBI-masjien af verwys, afgekeurde produkte afgiet en alle ander pligte uitvoer wat daarmee in verband staan;

“drukmasjienversorger” ‘n werknemer wat die volgende masjiene in die drukkamer versorg om in die drukbehoefte van alle afdelings te voorsien: rubberdrukliografiepers, diensfotostaat-masjien, fiksiefotostaatmasjien en repiemasjien, en wat tee en koffie maak en bedien;

“prosesversorger—Amstel” ‘n werknemer wat die Amstelbrouer in die volgende opsigte help: Sorg dat die verouderingskuipe skoon en steriel is; die additiewe oorplaas en daarmee by alle bewegings doseer; gis verwyder, warm en koue bytmiddelsirkulasie uitvoer en wat alle ander pligte uitvoer wat daarmee in verband staan;

“prosesversorger—mengelaars” ‘n werknemer wat die bierslange vanaf die verouderingskuip na die filtreremasjiene via ‘n mengelaar koppel, die pyleidings vol water maak, die water met bier uitspoel, die pyleidings koppel met die oog op bytmiddelsirkulasie, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“prosesversorger—brouhuis” ‘n werknemer wat verskillende werkzaamhede in die brouhuis uitvoer, d.w.s. toesig hou oor die waterpeil, kleppe oop en toemaak, hop en suiker byvoeg, wort van die brouhuis na die warmwortontvanger pomp, monsters neem, help met die bediening van die kooktoestel, algemene skoonmaakwerk, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“prosesversorger—helderbier” ‘n werknemer wat vlekvryestaalpype aan helderbierkuipe koppel, en helderbierkuipe via die karboniseerde deur middel van bierslange koppel om helderbierkuipe te vul; die lugdruk op kuipe beheer terwyl hulle gevul word; leë helderbierkuipe skoonmaak en steriliseer; alle bierslange en vlekvryestaalpype koppel om ‘n bytmiddel daardeur te laat sirkuleer en wat alle ander pligte uitvoer wat daarmee in verband staan;

“prosesversorger—sentrifugeermasjien” ‘n werknemer wat die pyleidings en slange van die verouderingskuip af na die filtreremasjiene dan na die helderbierkuipe koppel, behandelings- en kieselgoer-mengsels aanmaak, help met die skoonmaak van die filtrer- en bytmiddel/suursirkulasiepype en in die algemeen die spanleier—kelders bystaan;

“prosesversorger—bierverplasing” ‘n werknemer wat die pyleidings en slange vir bytmiddelsirkulasie en bierverplasing vanaf die gistingskuip na die verouderingskuip koppel, en wat alle ander pligte uitvoer wat daarmee in verband staan;

“prosesversorger—gisting (seksie A)” ‘n werknemer wat help om worttemperatuur en die druk in pype by afkoeling te reguleer; bytmiddel en warm water deur pype te laat sirkuleer voor dat die wort afgekoel word; wortontvanger, centrifuge, hittevis-selaar, pype en warmwater- en bytmiddeltenks skoon te maak; en wat alle ander pligte uitvoer wat daarmee in verband staan;

“prosesversorger—gisting (seksie B)” ‘n werknemer wat slange koppel en sorg dat bier onder aseptiese toestande van ontvangskuipe na gistingskuipe gepomp word, en wat alle ander pligte uitvoer wat daarmee in verband staan;

- pipe pressure during cooling; circulating caustic soda and hot water through pipes before wort cooling; cleaning wort receiver, centrifuge, parflows, pipes and hot water and caustic soda tanks; and performing any other duties incidental thereto;
- “process attendant—fermenting (section B)” means an employee who connects up hoses and attends the transfer of beer from CV to FV under aseptic conditions and who performs any other duties incidental thereto;
- “process attendant—filtration” means an employee engaged in the preparation and dosing of slurries for filtration, the connection and dosing of drip, M and P sundries and who performs any other duties incidental thereto;
- “process attendant—hop milling” means an employee engaged in the milling of selected hops for the brewhouse and who performs any other duties incidental thereto;
- “process attendant—kilning and grading” means an employee who is engaged in filling and levelling kiln floor with germinated barley, watching barley screening machinery for proper operation, changing dust bags attached to chaff and dust outlet points, and who in addition bags automatic mass-measuring machine for sealing and stacking barley, replaces plates in germinating compartments, assists in filling of the compartments and prepares them for emptying and performs any other duties incidental thereto;
- “process attendant—milling” means an employee engaged in the milling of malt and black malt for use in the brewhouse and who performs any other duties incidental thereto;
- “process attendant—spent grains” means an employee engaged in the drying, bagging and sealing of spent grains and who performs any other duties incidental thereto;
- “process attendant—steeping” means an employee who steeps barley in pre-steep tanks; pumps barley from pre-steep tanks to steep tanks, from one steep tank to another, and from steep tanks to germinating compartments; cleans tanks and floor; assists in the replacement of plates in germinating compartments and who may assist in levelling of kilns and who performs any other duties incidental thereto;
- “process attendant—tank cleaning” means an employee who is engaged in the cleaning of tanks with equipment such as in-place-clean-systems or mobile trolleys, the making up of cleaning solutions and who performs any other duties incidental thereto;
- “process attendant—tankers” means an employee who is engaged in transferring beer from road tankers to storage vessels, or from storage vessels to tankers; flushing out pipes, cleaning and sterilising tankers and vessels, and who performs any other duties incidental thereto;
- “process attendant—yeast pitching” means an employee engaged in the transfer of yeast from a holding vessel to the cooled wort at the correct time under aseptic conditions and assists the yeast recovery attendant and who performs any other duties incidental thereto;
- “process attendant—yeast recovery” means an employee who transfers yeast from fermenting vessel to yeast receiving vessel and then batches out the correct quantity of yeast through a quick chiller to yeast holding vessels under aseptic conditions and who performs any other duties incidental thereto;
- “process operator—bottling hall” means an employee who is responsible for the supervision of bottling unit personnel in the operation of bottling unit, their training and development, and the maintenance of quality control and process control standards, efficient labour utilisation, raw materials utilisation, capacity and space utilisation; undertakes stock taking and completes all relevant documentation related to the production process; who also carries out regular process checks in order to identify out-of-control conditions and reports to the supervisor, thereby maintaining quality and efficiency standards;
- “process operator—drip and primings” means an employee who is responsible for receiving drip, filtering, flash pasteurising, cooling and carbonation of the drip under aseptic conditions as well as the preparation aseptically of primings and certain M and P sundries, gauging of tanks and who performs any other duties incidental thereto;
- “process operator—dropping” means an employee engaged in the dropping of beer from fermenting to storage under aseptic conditions, caustic strength measurements and circulation, gauging of tanks, certain clerical work and supervision of assistants and who performs any other duties incidental thereto;
- “process operator—filtration” means an employee who is responsible for the filtration of beer from storage to bright beer to the correct quality standards and is also responsible for certain documentation and supervision of his assistants and who performs any other duties incidental thereto;
- “protective clothing attendant” means an employee who receives protective clothing during specific hours for laundering and repairs, issues a new change to employees and maintains
- „prosesversorger—filtrering” ’n werknemer wat kieselgoer vir filtrering berei en doseer, drupbier- en B- en P-diverse-slang koppel en doseer en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—hopmaal” ’n werknemer wat gekeurde hop vir die brouhuis maal, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—oond- en graderingswerk” ’n werknemer wat ’n oondvloer met ontkiemde gars vul en dit gelykmaak; wat toesien dat garsifmasjinerie behoorlik werk, moutstofsakke wat vas is aan uitlaatstukke vir kaf en stof vervang, en wat daarbenevens ’n outomatiese massameetmasjien vir die verseëling en stapeling van gars bedien, plate in die ontkiemkaste terugplaas, help om die kaste te vul en hulle voorberei om leeggemaak te word, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—maal” ’n werknemer wat mout en swartmout vir gebruik in die brouhuis maal, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—draf” ’n werknemer wat draf droogmaak, in sakke sit en verseël, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—weking” ’n werknemer wat gars in voorafweektenks inweek; gars uit die voorafweektenks na die inweektenks, uit een inweektenks na die ander, en uit die inweektenks na die ontkiemkaste toe pomp; tenks en vloere skoonmaak; help om plate in die ontkiemkaste te vervang en wat kan help om oordvloere gelyk te maak; en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—tenkskoonmaak” ’n werknemer wat tenks skoonmaak met uitrusting soos gemonteerde skoonmaakstelsels of mobiele trollies wat skoonmaakoplossings aanmaak, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—tenkwaens” ’n werknemer wat bier uit tenkwaens na verouderingskuipe, of uit verouderingskuipe na tenkwaens toe pomp; pype uitspoel, tenkwaens en kuipe skoonmaak en steriliseer, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorgers—gismenging” ’n werknemer wat gis op die regte tyd onder aseptiese toestande uit ’n houer na die verkoelde wort oorplaas, die gisherwinningsversorger help, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesversorger—gisherwinning” ’n werknemer wat gis van die gistingskuip na die gisontvangsvat oorplaas en dan die regte hoeveelheid gis onder aseptiese toestande deur ’n snelkoeler na die gishouvate uitmeet, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesbediener—bottelsaal” ’n werknemer wat verantwoordelik is vir toesig oor die botteleinheidspersoneel terwyl hulle die bottelenheid bedien, en vir hul opleiding en ontwikkeling; die handhawing van gehaltebeheer- en prosesbeheerstandarde, doeltreffende benutting van arbeid, rou materiaal, kapasiteit en bergruimte; wat sorg vir die voorraadopname en alle tersaakklike dokumentasie voltooi in verband met die produksieproses; wat ook gereeld die prosesse nagaan om toestande wat buite beheer is te identifiseer en aan sy meerderre te rapporteer, en wat sodoende gehalte- en doeltreffendheidstandarde handhaaf;
- „prosesbediener—drupbier en suikerbyvoeging” ’n werknemer wat daarvoor verantwoordelik is om die drupbier te ontvang en dit onder aseptiese toestande te filtreer, flitspasteuriseer, te verkoel en te karboniseer, asook dat die suikerbyvoeging en sekere B- en P-diverse asepties berei word, wat kuipe peil, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesbediener—bierverplasing” ’n werknemer wat die bier onder aseptiese toestande van die gistingskuip na die verouderingskuip verplaas, die bysterkte en sirkulasie bepaal, kuipe peil, sekere klerklike werk verrig, toesig hou oor assistente, en alle ander pligte uitvoer wat daarmee in verband staan;
- „prosesbediener—filtrering” ’n werknemer wat verantwoordelik is vir die filtrering van bier van die verouderings- na die helderbierstadium volgens die regte gehaltestandarde, asook vir sekere dokumentasie en toesig oor sy assistente, en wat alle ander pligte uitvoer wat daarmee in verband staan;
- „versorger van beskermende klere” ’n werknemer wat beskermende klere gedurende bepaalde ure in ontvangs neem om gewas en gestryk te word, nuwe stelle aan werknemers uitrek, aantekeninge hou van voorrade, uitrekings en ontvangste, asook algemene skoonmaaktek verrig en alle ander pligte uitvoer wat aan hom opgedra word;
- „openbare vakansiedag” ’n openbare vakansiedag soos in artikel 1 gemeld of wat soos in artikel 2 van die Wet op Openbare Feesdae, 1952, soos van tyd tot tyd gewysig, geproklameer word;
- „gekwalificeerde ambagsman se helper” ’n ambagsman se helper wat die volle amptelike opleidingsprogram van die S.A. Brouery met sukses voltooi het;

records of stocks, issues and receipts; who also performs general cleaning tasks and who performs any other duties assigned to him;

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

“qualified artisan’s aide” means an artisan’s aide who has successfully completed the full official S.A. Brewery training programme;

“quick change over” means that in the case of a continuous shift worker whose normal shift programme consists of three eight-hour shifts—06h00 to 14h00, 14h00 to 22h00, 22h00 to 06h00—a quick change over occurs

- (a) when a complete change in the shift programme is initiated so that an employee working shift 06h00 to 14h00 is required to work shift 22h00 to 06h00 or shift 22h00 to 06h00 is changed to shift 14h00 to 22h00;
- (b) whenever two continuous shift workers are called upon to work two 12-hour shifts, provided the major portion of the 12-hour shift falls outside the normal shift programme;

“racking machine cask attendant” means an employee who manually washes the exterior of the empty draught casks, visually inspects the cask valve and seal and replaces defective valves and seals before loading the casks for washing and filling, and performs any other functions incidental thereto and is also required to undertake machine attendant duties within the bottling hall from time to time;

“racking machine filling attendant” means an employee responsible for cleaning and sterilising racking equipment, preparing machine for racking operation, filling of draught beer casks, shutting down racking operations and general cleanliness of the racking machine and surrounding area and is also required to undertake machine attendant duties within the bottling hall from time to time;

“rail pack inspector” means an employee who is engaged in the inspection of rail packs during the production of the packs, removes the defective packs and prepares them for recycling, discards the waste material and cleans the surrounding area and who may also perform other manual duties;

“raw materials checker/clerk” means an employee who is responsible for the receiving of packaging materials stocks, supervises the stacking of such materials, controls the issuing of raw materials to bottling units subsequent to quality control clearance, completes all documentation in respect of receipts and issues and keeps proper records of all stock movement, performs stock taking duties and compiles weekly and monthly stock returns, handles and attends to the clerical aspect of sales of waste materials in packaging and processes all documents to be passed on to the accounting department, and who may perform any other duties incidental thereto;

“raw materials returns attendant” means an employee who is responsible for sorting and placing back into stock packaging materials returned from the bottling units to the raw materials warehouse, counting of deposit items for return to outside suppliers, assisting in preparations for stock taking, and performs any other duties incidental thereto;

“security corporal” means an employee who works shifts and who assists in the controlling and checking of all vehicles and persons going through the gate, and the enforcement of security regulations by checking on security guards and reporting irregularities to his superior, and who may perform any other duties incidental thereto;

“security guard” means an employee who works shifts and who assists in the controlling and checking of all vehicles and persons going through the gates, the enforcement of security regulations on site by patrolling the grounds and buildings; watches the loading of closed railway trucks; guards railway gate when it is open for trains at night; looks out for and reports irregularities to his superior; and may conduct searches, e.g. for stolen company property or for weapons, and who performs any other duties incidental thereto;

“security sergeant” means an employee who works shifts and who controls and checks all vehicles and persons going through the gates, receives all incoming calls when office switchboards are closed, controls all brewery keys, makes tea when necessary and performs any other duties related to the activities of the gatehouse;

“senior distribution labourer” means an employee who assists the driver of a vehicle, supervises distribution labourers, assists with checking loads on distribution trucks, sorts cases of full beer according to brands and packs for off-loading at each outlet, sorts and packs cases with empties according to palletisation patterns onto the motor vehicle, supervises labourers on such instances when the employer uses hired transport, directs the dri-

„snelwisseling” in die geval van ‘n werker van ononderbroke skofte wie se gewone skofprogram bestaan uit drie agturskofte—06h00 tot 14h00, 14h00 tot 22h00, 22h00 tot 06h00—‘n snelwisseling

- (a) as daar ‘n algehele verandering in die skofprogram ingestel word sodat ‘n werknemer wat skof 06h00 tot 14h00 werk skof 22h00 tot 06h00 moet werk of skof 22h00 tot 06h00 verander word na skof 14h00 tot 22h00;
- (b) as twee werkers van ononderbroke skofte te werk, mits die grootse gedeelte van die 12-uurskof buite die gewone skofprogram val;

„tapbiermasjienvatversorger” ‘n werknemer wat die buitekant van die leë tapbiervate met die hand was, die klep en seël van die vat visueel ondersoek en defekte kleppen en seëls vervang voordat die vate gelaai word om gewas en gevul te word, wat alle ander take verrig wat daarvan in verband staan en ook van tyd tot tyd die pligte van ‘n masjienversorger binne die bottelsaal moet uitvoer;

„tapbiermasjienvulversorger” ‘n werknemer wat verantwoordelik is vir die skoonmaak en steriliseer van die tapbieruitrusting, die voorbereiding van die masjiens vir tapbierwerk, die volmaak van tapbiervate, die afsluit van die tapbierwerksaamhede en die algemene siedelikheid van die tapbiermasjiens en omliggende terrein, en wat ook van tyd tot tyd die pligte van ‘n masjienversorger binne die bottelsaal moet uitvoer;

„spoorpakinspekteur” ‘n werknemer wat spoorpakke gedurende die produksie van die pakke nagaan, die defekte pakke verwijder en hülle gereedmaak vir terugvoering, die afvalmateriaal weggooi, die omliggende terrein skoonmaak, en wat ook ander handwerkies kan doen;

„nasienier/klerk—verpakkingsroumateriaal” ‘n werknemer wat verantwoordelik is vir die ontvangs van voorrade verpakkingsmateriaal, toesig hou oor die stapeling daarvan, die uitrek van rou materiaal aan die botteleenhede kontroleer nadat die gehaltebeheer uitgeklaar is, alle dokumentasie voltooi met betrekking tot ontvangste en uitrekings, behoorlik aantekening hou van alle voorraadbeweging, voorraadopnamepligte uitvoer, weeklike en maandelikse voorraadopnames opstel, die verkoop van afvalmateriaal by verpakkings hanteer en aandag gee aan die klerklike aspekte daarvan, alle dokumente prosesseer wat na die boekhouafdeling deurgestuur moet word, en wat alle ander pligte uitvoer wat daarvan in verband staan;

„versorger van roumaterialeterugsendings” ‘n werknemer wat verantwoordelik is vir die sortering en in voorraad terugplaas van verpakkingsmateriaal wat van die botteleenhede af teruggestuur word na die roumaterialetpakhuis, die tel van depositoenhede wat aan buiteleveransiers teruggestuur moet word, wat help met die voorbereiding vir voorraadopname, en wat alle ander pligte uitvoer wat daarvan in verband staan;

„veiligheidskorporaal” ‘n werknemer wat skofte werk en help met die kontroleering en nagaan van alle voertuie en persone wat deur die hekke gaan en die toepassing van veiligheidsregulasies deur op die veiligheidswagte te let en onreëlmagtigheid aan sy meerder te rapporteer, en wat alle ander pligte uitvoer wat daarvan in verband staan;

„veiligheidswag” ‘n werknemer wat skofte werk en help met die kontroleering en nagaan van alle voertuie en persone wat deur die hekke gaan en help om die veiligheidsregulasies op die personeel toe te pas deur die terrein en geboue te patroolle; wat toesig hou wanneer toe spoorwegtrotte gelaai word; by die spoerweghawhou wanneer dit snags vir treine oopgemaak word; op die uitkyk is na onreëlmagtigheid en dit aan sy meerder rapporteer, wat soektogte kan lei om bv. gesteekte eiendom van die maatskappy of wapens te soek, en wat alle ander pligte uitvoer wat daarvan in verband staan;

„veiligheidsersant” ‘n werknemer wat skofte werk en alle voertuie en persone kontroleer en nagaan wat deur die hekke gaan, wat alle inkomende oproepe ontvang as die kantoorsekakelbord toe is, alle brouerysleuels kontroleer, tee maak as dit nodig is en alle ander pligte in verband met die bedrywigheid van die hekhuisie kan uitvoer;

„senior distribusie-arbeider” ‘n werknemer wat die voertuigdrywer help, toesig hou oor distribusie-arbeiders, help met die nagaan van vrage op distribusietrotte, vol kaste bier volgens handelsmerke sorteer en dit so pak dat dit by elke uitgang afgelaai kan word, kaste met leë houers sorteer en volgens paletiserpatrone op motorvoertuie laai, toesig hou oor arbeiders in gevalle waar die werkewer van gehuurde vervoer gebruik maak, vir die drywer die verskillende uitgange wys, sorg dat alle tersaaklike dokumente aan die klant uitgereik word, al die nodige aantekeninge vir die werkewer hou, en wat alle ander pligte uitvoer wat daarvan in verband staan;

„diens” dieselfde as „werk” in hierdie Ooreenkoms;

„skof” enige agtereenvolgende werktydperk, behoudens klousules 7 en 11 van hierdie Ooreenkoms, in die loop van ‘n werk-

ver to various outlets, and ensures that all relevant documents are issued to the customer as well as keeping all necessary records for the employer; and performs any other duties incidental thereto;

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

“shift” means any consecutive period of work, subject to the provisions of clauses 7 and 11 of this Agreement in the course of a working day which has been set by the employer for the execution of all work activities delegated to an employee, but will not be deemed to include any period of overtime as defined in clause 9 of this Agreement;

“shift despatcher” means an employee who ensures that all drivers check their loads and are supplied with the correct documentation and monitors the despatch and return of trucks and who performs certain clerical and other duties incidental thereto;

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

“short-time” means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work in that establishment have, in pursuance of clause 7 (7), been temporarily reduced to less than such usual number;

“shunter” means an employee who couples and uncouples railway trucks and directs the locomotive driver and couples and uncouples the brake vacuum pipes and applies/releases mechanical hand brake, changes siding points, adheres to all safety precautions, and who performs any other duties incidental thereto;

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

“silk screener” means an employee who mixes paint, silk-screens onto truck tractors, trailers, or tarpaulins, cleans all silk screening equipment and paint and performs any other duties incidental thereto;

“split pallet preparer” means an employee who prepares split pallets for road and rail delivery from a loading advice and split pallet schedule supplied by his superior; maintains good house-keeping; assists with sorting of empties; gives instructions to forklift drivers to bring full pallets to the split pallet preparation area when needed, where to place the prepared split pallets for particular loads and who performs any other duties incidental thereto;

“spreadover” means the period of any day from the time when an employee starts work to the time when he finishes work for that day;

“stock clerk” means an employee who assists his superior in the control of fulls and empties warehouse stock, who takes physical stock daily of fulls and empties, compilation of relevant summaries, control of stock rotation, issues and receipts from bottling hall, assists in the investigation of all stock discrepancies and who performs any other duties incidental thereto;

“sweeper driver” means an employee who drives a floor-sweeping machine or similar mechanical/electrical appliance within the brewery premises and is responsible for sweeping floors in designated areas and maintaining the machine in good working condition by cleaning, oiling and reporting defects and who may also perform any other duties incidental thereto;

“temporary employee” means an employee who is employed for longer than three consecutive days in one week but not on a permanent basis and who will not be employed for longer than 13 consecutive weeks on a temporary basis;

“tool store attendant” means an employee who issues tools and consumable stores and maintenance materials and spares and re-conditioned units, tyres and tubes to artisans, artisan aides and artisan’s labourers; receives consumable stores and maintenance materials, spares, reconditioned units, tyres and tubes into storage, record tool issues and completes bin cards and performs any other duties incidental thereto;

“tractor driver” means an employee who drives a tractor or similar mechanical appliance within the brewery premises on such tasks as the removal of spent hops, the transportation of pallets, pallet loads of full beer and pallet loads of empties, the transportation of coal, the towing of welders’ and/or riggers’ equipment and the removal of rubble and/or any other tasks incidental thereto;

“transport/garage clerk” means an employee who is engaged in the recording of kilometres per vehicle, renewal of licences

dag, wat deur die werkewer gestel is vir die uitvoering van alle werkzaamhede waarmee ’n werknemer belas is, maar wat nie geag word enige tydperk van oortyd in te sluit wat in klosule 9 van hierdie Ooreenkoms omskryf word nie;

„skofversender” ’n werknemer wat sorg dat alle drywers hul vragte nagaan en van die regte dokumentasie voorsien word, wat die afsending en terugkeer van vragmotors monitor, en sekere klerklike en ander pligte uitvoer wat daarmee in verband staan;

„skofwerker” ’n werknemer werkzaam in ’n afdeling wat op ’n grondslag van deurlopende prosesse werk op waarvan die werkzaamhede versprei is oor die grootste gedeelte van van ’n hele werkdag van 24 uur en gevoldig van werkers vereis om skofte van agt tot nege uur met wisselende aanvangste te werk;

„korttyd” die gewone ure wat ’n werknemer in ’n bedryfsinrigting werk as sy gebruiklike getal gewone werkure in dié bedryfsinrigting ingevalvolle klosule 7 (7) tydelik verminder is tot minder as dié gebruiklike getal;

„rangerdeer” ’n werknemer wat spoorwegtrotte koppel en ontkoppel, aan die lokomotiefdrywer opdragte gee, die remvakumppye koppel en ontkoppel, meganiese handremme aanslaan/losmaak, die sylwynsels omstel, alle veiligheidsmaatreëls nakom, en alle ander pligte uitvoer wat daarmee in verband staan;

„ondersoeker” ’n werknemer wat vol of leë bottels op ’n bewegende vervoerband inspekteer vir defekte bottels, onsuwerhede, ontoereikende etikette en alle ander faktore waarvoor hy volgens opdrag op die uitkyk moet wees, ongeskakte bottels van die vervoerband af verwyder, help om obstruksiës op die vervoerband op te ruim en wat van tyd tot tyd in sy pligte afgelos word, wanneer hy dan ’n prosesversorger moet help;

„syskermwerker” ’n werknemer wat verf meng, voorspanmotors, sleepwaens of bokseile met syskermmerk, alle syskermuitrusting en verf skoommaak en wat alle ander pligte uitvoer wat daarmee in verband staan;

„voorbereider van gedeelde palette” ’n werknemer wat gedeelde palette vir pad- en spooraflewering gereedmaak volgens ’n laai-adviesbrief en gedeeldepaletstaat wat deur sy meerderes verskaf is; die huishouding goed waarneem; help om leë houers te sorteer; verkryhyswadrywers opdrag gee om, waar nodig, vol palette na die plek te neem waar gedeelde palette gereedgemaak word en waar om die gedeelde palette neer te sit wat gereed is vir besondere vragte, en alle ander pligte uitvoer wat daarmee in verband staan;

„werkdagbestek” die tydperk of ’n dag vanaf die tydstip waarop die werknemer met werk begin tot die tydstip waarop hy op daardie dag ophou werk;

„voorraadklerk” ’n werknemer wat sy meerderes help met die kontroleer van vol en leë pakhuisvoorraade, wat daagliks ’n fisiese voorraadopname maak van vol en leë houers, tersaaklike oopsommings maak, die voorraadsirkulasie kontroleer asook die uitreikings en ontvangste van die bottelsaal af, help met die onderzoek van alle voorraadongerymdhede en wat alle ander pligte uitvoer wat daarmee in verband staan;

„vloerveemasjiendrywer” ’n werknemer wat ’n vloerveemasji of soortgelyke meganiese/elektriese toestel binne die broueryperseel dryf en wat daarvoor verantwoordelik is dat die vloere in aangewese terreine gevee word en dat die masji in ’n goeie werkende toestand gehou word deur dit skoon te maak en te olie en foute te rapporteer, en wat ook alle ander pligte uitvoer wat daarmee in verband staan;

„tydelike werknemer” ’n werknemer wat langer as drie agtereenvolgende dae in ’n week in diens geneem word maar nie op ’n permanente grondslag nie en wat nie langer as 13 agtereenvolgende weke op ’n tydelike grondslag in diens geneem mag word nie;

„gereedskapmagasynversorger” ’n werknemer wat gereedskap en bruikvoorraade, onderhoudmateriaal en reserwedele, vernieuwe eenhede, buite- en binnebande aan ambagsmanne, ambagsman se helpers en ambagsarbeiders uitrek; bruikvoorraade, onderhoudmateriaal, reserwedele, vernieuwe eenhede, buite- en binnebande in die magasyn in ontvangs neem; aantekening hou van gereedskap wat uitgereik word; opgaarbakkaarte invul, en alle ander pligte uitvoer wat daarmee in verband staan;

„trekkerdrywer” ’n werknemer wat ’n trekker of soortgelyke meganiese toestel binne die broueryperseel dryf of take soos draf verwyder, palette, paletvragte vol bier en paletvragte leë bottels en steenkool vervoer, swissers- en/of takelaarsuitrusting sleep, afval verwyder en wat alle ander pligte uitvoer wat daarmee in verband staan;

„vervoer-/garageklerk” ’n werknemer wat die kilometers per voertuig aanteken, lisensies en derdepartyversekerings hernieu, alle nuwe voertuie massameet en sorg dat hulle gelisensieer word, vervoersertifikate verkry, liaseerwerk doen, die onder-

and third party insurance, the mass-measuring and licensing of all new vehicles, obtaining transport certificates, filing, recording maintenance costs per vehicle by category and performs any other duties incidental thereto;

“tyre assistant” means an employee who checks the condition of tyres on vehicles, removes, repairs and fits tyres and tubes to wheel rims, ensures that all wheels and tyres are properly matched, adheres to all safety precautions, and performs any other duties incidental thereto;

“unqualified artisan’s aide” means an employee who is engaged in, but has not yet completed the full official S.A. Brewery training programme;

“wage” means the amount of money payable to an employee in terms of clauses 4 and 8 in respect of his ordinary hours of work as prescribed in clause 7: Provided that where an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, subject to the provisions of clause 8, it shall mean the higher amount, and shall include long service allowance but shall not include holiday allowance as specified in this Agreement;

“wort collector” means an employee who connects wort main; circulates caustic and hot water; cools and collects wort in FV; pitches yeast and regulates wort temperatures and aeration, fills in FV charts and any other forms required.

(2) The above definitions apply to operations varying in size and complexity. In smaller breweries or depots it may, therefore, sometimes be necessary for individuals to perform and assist in duties listed in more than one job definition.

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

4. WAGES

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

Casual labourer R7,50 per day

Grade I

Artisan’s labourer	
Laboratory cleaner	
Labourer	
Pallet repairer	
Rail pack inspector	
Sighter	

R50,30 per week

Grade II

Bottle washer attendant	
Carton stitcher	
Caustic/Chain lube handler	
Change room attendant	
Crossing keeper	
Cullet handler	
Empties container inspector	
Empties/fulls relief	
Filler relief	
Fire attendant	
Fuel bay attendant	
Greaser	
Kitchen assistant	
Label cutter/Glue mixer	
Laundry attendant	
Lighting assistant	
Machine attendant	
Maltings process labourer team leader	
Materials handler assistant—brewhouse	
Materials handler assistant—fermenting	
Mechanic’s assistant	
Messenger	
Pallet inspector	
Partition inspector	
Pasteuriser discharge/FBI and decant attendant	

R55,95 per week

houdskoste per voertuig volgens kategorie aanteken, en wat alle ander pligte uitvoer wat daarmee in verband staan;

„buitebandassistent” ‘n werknemer wat die toestande van buitebande by voertuie nagaan, buite- en binnebande verwijder, heelmaak en hulle aan wielvellinge aansit, sorg dat alle wiele en buitebande behoorlik pas, alle veiligheidsmaatreëls nakom, en wat alle pligte uitvoer wat daarmee in verband staan;

„ongekwalifiseerde ambagsman se helper” ‘n werknemer wat betrokke is by die S.A. Brouery se opleidingsprogram maar wat nog nie die volle ampelike program voltooi het nie;

„loon” die bedrag wat ingevolge klousules 4 en 8 aan ‘n werknemer betaalbaar is ten opsigte van sy gewone werkure soos in klousule 7 voorgeskryf: Met dien verstande dat waar ‘n werkgever ‘n werknemer ten opsigte van sodanige gewone werkure gereeld ‘n hoër bedrag betaal as dié wat in klousule 4, behoudens klousule 8, voorgeskryf is, dit die hoër bedrag beteken, en omvat dit langdienstoelaes maar nie vakansietoelaes wat in hierdie Ooreenkoms voorgeskryf word nie;

„wortversamelaar” ‘n werknemer wat die wortpypleidings aansluit; bytmiddel en warm water sirkuleer; wort in gistsingskuip afkoel en versamel; wort laat gis en die temperatuur en belugting daarvan reguleer; gistsingskuip- en alle ander vereiste kaarte invul.

(2) Bestaande omskrywings is van toepassing op werksaamhede wat in omvang en gekompliseerdheid van mekaar verskil. By kleiner brouerye of depots kan dit dus soms vir individue nodig wees om pligte uit te voer wat in meer as een werkomskrywing aangegee word en om daar mee te help.

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

4. LONE

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

Los arbeider R7,50 per dag

Graad I

Ambagsman se arbeider	
Laboratoriumskoonmaker	
Arbeider	
Paletheelmaker	
Spoorpakinspekteur	
Ondersoeker	

R50,30 per week

Graad II

Bottelwasmasjienversorger	
Kartonstikker	
Hanteerder van bytmiddel/kettingsmeerolie	
Kleedkamerbediende	
Oorgangwag	
Afvalglas hanteerder	
Inspekteur van leë houers	
Afloswerker by leë/vol houers	
Vultoestelafloswerker	
Stoker	
Versorger van brandstofvulstasie	
Smeerder	
Kombuisassistent	
Etiketsnyer/Lynnenger	
Wasseryversorger	
Verligtingsassistent	
Masjienversorger	
Mouteryprosesarbeider—spanleier	
Materiaalhanteerder se assistent—brouhuis	
Materiaalhanteerder se assistent—gisting	
Werktuigmonge se assistent	
Bode	
Paletinspekteur	
Afskortingsinspekteur	
Toesighouer oor pasteuriseerderafvoer/VBI-masji en afgiertwerk	

R55,95 per week

Process attendant— Amstel blenders brewhouse bright beer dropping fermenting (section A) hop milling kilning and grading spent grain steeping tank cleaning tankers yeast pitching Protective clothing attendant Racking machine cask attendant Racking machine filling attendant Raw materials returns attendant Security guard Senior distribution labourer Silk screener Split pallet preparer Tool store attendant Tyre assistant	R55,95 per week	Prosesversorger— Amstel mengelaars brouwhuis helderbier verplasing gisting (seksie A) hopmaal oond- en graderingswerk draf weking tenkskoonmaak tenkwaens gismenging Versorger van beskermende klere Tapbiermasjienvatversorger Tapbiermasjienvulversorger Versorger van roumateriaalterugsendings Veiligheidswag Senior distribusie-arbeider Syskermwerker Voorbereider van gedeelde palette Gereedskapmagasynversorger Buitebandassistent	R55,95 per week
Grade III		Graad III	
Battery man Boiler attendant Brewhouse material handler Brush hand Cook Drain cleaner Duty driver Engine room attendant Ganz operator Labeller operator Laboratory assistant—brewing Laboratory assistant—packaging Material handler—cellers Motor cycle messenger Printing machine attendant Process attendant— centrifuge fermenting (section B) filtration milling yeast recovery Security corporal Shunter Sweeper driver Tractor driver Unqualified artisan's aide	R64,00 per week	Batteryman Ketelversorger Hanteerder van brouhuismateriaal Grofskilder Kok Rioolskoonmaker Diensdrywer Enjinkamerversorger Ganzbediener Etiketteermasjienvbediener Laboratoriumassistent—brou Laboratoriumassistent—verpakking Materiaalhanteerder—kelders Motorfietsbode Drukmasjienversorger Prosesversorger— centrifuge gisting (seksie B) filtrering maal gisherwinning Veiligheidskorpaal Rangeerdeur Vloerveemasjiendrywer Trekkerdrywer Ongekwalfiseerde ambagsman se helper	R64,00 per week
Grade IV		Graad IV	
Administrative clerk Artisan's aide Brewhouse material handling team leader Checker Engine room operator Filing clerk—distribution/warehouse Filler operator Forklift truck driver General handyman Laboratory assistant—seams Process operator—dropping Process operator—drip and primings Security sergeant Wort collector	R76,75 per week	Administratiewe klerk Ambagsman se helper Spanleier wat brouhuismateriaal hanteer Nasiener Enjinkamerbediener Liasseerklerk—distribusie/magasyn Vultoestelbediener Vurkhyswadrywer Algemene faktotum Laboratoriumassistent—naatvorming Prosesbediener—bierverplasing Prosesbediener—drupbier en suikerbyvoeging Veiligheidsersant Wortversamelaar	R76,75 per week
Grade V		Graad V	
Boiler operator Distribution motor vehicle driver First-aid orderly Laboratory technician—packaging Leading hand— cleaning crew maturation packaging packaging materials racking plant Maltings/overseer Shift despatcher Transport/Garage clerk	R90,55 per week	Ketelbediener Drywer van 'n distribusiemotorvoertuig Eerstehulpman Laboratoriumtegnikus—verpakking Spanleier— skoonmaakspan veroudering verpakking verpakkingsmateriaal tapbierenheidseksie Mouterytoesighouer Skofversender Vervoer-/garageklerk	R90,55 per week

Grade VI

Leading hand—								
brewhouse								
cellars								
Locomotive driver								
Process operator—								
filtration								
bottling hall								
Raw materials checker/clerk								
Stock clerk								
Inter-depot shift radio operator								

R97,30 per week

Grade VII

Artisan	R120,00 per week
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(2) Nothing in this Agreement shall operate to reduce the wage rate of an employee in the Industry who at any time prior or subsequent to the date on which this Agreement comes into operation was or may be paid wages at a rate higher than the minimum rate provided in this Agreement and such employee shall continue to be paid and be entitled to receive wages at a rate of not less than such higher rate as if such higher rate were the minimum wage in respect of such employee while employed by the same employer.

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

5. SPECIAL ALLOWANCES

(A) Long service allowance

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

Grade

	I	II	III	IV	V	VI	VII
	R	R	R	R	R	R	R
<i>Per week</i>							
After 5 years	1,28	1,28	1,46	1,66	2,53	2,73	3,08
After 10 years	2,56	2,56	2,92	3,32	5,06	5,56	6,16
After 15 years	3,84	3,84	4,38	4,98	7,59	8,19	9,24

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

(B) Holiday allowance

(1) Every employee in Grades I to VII inclusive shall be paid for each completed year of continuous service with the same employer a holiday allowance equal to his actual weekly wage multiplied by two, to be paid on the pay-day preceding the start of his period of annual leave together with the accrued ordinary annual leave pay due to him in accordance with the provisions of clause 12. The period of continuous service with the same employer shall be calculated on the same basis as set out in subclause (A) (2) of this clause.

(2) In the event of an employee terminating his contract of service with an employer, or *vice versa*, the accrued holiday allowance shall not be paid to the employee, who shall then only receive the accrued annual leave pay to which he is entitled under clause 12 (1) (d) of this Agreement; Provided that the provisions of this clause shall not apply in the case of an employee whose contract of service with an employer is terminated owing to his having reached the retiring age as determined by the pension schemes of the individual employers.

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

Graad VI

Spanleier—								
brouhuis								
kelders								
Lokomotiefdrywer								
Prosesbediener—								
filtrering								
bottelsaal								
Nasiener/klerk—verpakningsroumateriaal								
Voorraadklerk								
Interdepot-skofradiobiediener								

R97,30 per week

Graad VII

Ambagsman	R120,00 per week
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(2) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder van 'n werknemer in die Nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon as die minimum loon wat in hierdie Ooreenkoms voorgeskryf word, betaal is of betaal kan word nie, en sodanige werknemer moet, terwyl hy by dieselfde werkewer werkzaam is, steeds die loon betaal word, en geregty wees om dit te ontvang, wat minstens gelyk is aan sodanige hoër loon, asof sodanige hoër loon die minimum loon ten opsigte van sodanige werknemer is.

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

5. SPESIALE TOELAES

(A) Langdienstoelae

(1) Benewens die loon wat in klosule 4 van hierdie Ooreenkoms voorgeskryf word, is elke werknemer in 'n beroep in klosule 4 gemeld en in klosule 3 van hierdie Ooreenkoms omskryf geregty op 'n toelae vir lang diens en moet sodanige toelae, behoudens die volgende voorwaardes, aan hom betaal word:

Grade

	I	II	III	IV	V	VI	VII
	R	R	R	R	R	R	R
<i>Per week</i>							
Na 5 jaar	1,28	1,28	1,46	1,66	2,53	2,73	3,08
Na 10 jaar	2,56	2,56	2,92	3,32	5,06	5,56	6,16
Na 15 jaar	3,84	3,84	4,38	4,98	7,59	8,19	9,24

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

(B) Vakansietoelae

(1) Elke werknemer in grade I tot en met VII moet vir elke voltooide jaar ononderbroke diens by dieselfde werkewer 'n vakansietoelae betaal word gelyk aan sy werklike weekloon vermenigvuldig met twee, en dié bedrag moet betaal word op die betaaldag wat die aanvang van sy tydperk van jaarlikse verlof voorafgaan, tesame met die opelede gewone jaarlikse verlofbesoldiging wat ooreenkommstig klosule 12 aan hom verskuldig is. Die tydperk van ononderbroke diens by dieselfde werkewer moet bereken word op dieselfde grondslag as wat in subklosule (A) (2) van hierdie klosule uiteengesit word.

(2) Ingeval 'n werknemer sy dienskontrak by 'n werkewer beëindig, of omgekeerd, word die vakansietoelae wat aan hom toeval, nie aan die werknemer betaal nie en ontvang hy slegs die jaarlikse verlofbesoldiging wat aan hom toeval en waarop hy kragtens klosule 12 (1) (d) van hierdie Ooreenkoms geregty is: Met dien verstande dat hierdie klosule nie van toepassing is nie in die geval van 'n werknemer wie se dienskontrak met die werkewer beëindig word omdat hy die aftreeloft bereik het soos vasgestel deur die pensioenskemas van die individuele werknemers.

(3) As 'n werknemer, uitgesonder 'n werknemer wat in 'n hoër graad optree, gedurende die tydperk van 12 maande voor die datum waarop sy jaarlikse verlof verskuldig word in meer as een beroep werkzaam was en dié beroep ingevolge klosule 4 in verskillende grade val, word sy vakansietoelae bepaal volgens die loon wat hy ontvang onmiddellik voordat hy met verlof gaan.

(C) Quick change-over allowance

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

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

6. PAYMENT OF EARNINGS

- (1) (a) Wages, overtime and any additional allowances, except holiday allowance as defined in clause 5, shall be paid in cash/per cheque weekly/monthly as determined by the establishment, or on termination of employment if this takes place before the ordinary pay-day of the establishment.
- (b) Casual employees shall be paid the total remuneration due to them on termination of employment.
- (c) All payments to employees shall be made in sealed envelopes or other containers on which shall be recorded or which shall be accompanied by a statement showing the employer's name, the employee's name and his number on the pay-roll or clock-card; the employee's occupation, wage and grade as detailed in clause 4, subject to the provisions of clause 3 and 8; the number of ordinary hours worked by the employee; the number of overtime hours worked by the employee; the number of hours worked by the employee on a Sunday, a public holiday or during his off-period; separately specified details of the amounts due to the employee in respect of wages, special allowances (other than long service allowance and holiday allowances), night-shift allowances, Sunday work, public holiday work, off-period work and overtime; the details of any deductions made; the actual amount paid to the employee and the period in respect of which payment is made;

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

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

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

- (a) Except where otherwise provided in this Agreement, whenever an employee is absent from work other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the total remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof, which includes the wage specified in clause 4 of this Agreement and any special allowance which he is normally entitled to as specified in clauses 5 and 11;
- (b) with the written consent of the employee, deductions for contributions to a pension fund, medical and benefit fund, or the S.A. Breweries Limited Medical Aid Society;
- (c) levies in terms of clause 15 of this Agreement;
- (d) with the written consent of the employee, deductions for subscriptions to the Witwatersrand Brewery Employees' Union;
- (e) where an employer is legally or by order of any competent court required or permitted to make payment for or on behalf of any employee, any amount so paid;
- (f) with the written consent of the employee, deductions for insurance and savings accounts and staff savings scheme organised by the employer for his employees;
- (g) subject to subclause (1) of this clause, with the written request of the employee and at the discretion of the employer, weekly deductions to pay for monthly rentals of a house rented by the employee: Provided that such deductions shall not exceed one quarter of the total remuneration due to such employee at the end of each working week;
- (h) a deduction for any money lent by the employer to his employee: Provided that such deductions, if allowed on a weekly basis, shall not exceed one third of the total remuneration due at the end of the working week to such employee: Provided further that in the event of an employee terminating his services with the company, the provision of this paragraph shall fall away and the employer shall be authorised to deduct in full the balance of money lent to the employee;
- (i) a deduction for rental due to the employer in respect of property owned by the employer and occupied by the employee;

(C) Snelwisselingstoelae

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

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

6. BETALING VAN VERDIENSTE

- (1) (a) Lone, oortydbesoldiging en alle bykomende toelaes, behalwe vakansietoelae soos in klousule 5 omskryf, moet weekliks/maandeliks in kontakt/per tsek betaal word, al na die bedryfsinrigting bepaal, of by diensbeëindiging as dit voor die gewone betaaldag van die bedryfsinrigting plaasvind.
- (b) Die totale besoldiging wat aan los werknemers verskuldig is, moet by diensbeëindiging aan hulle betaal word.
- (c) Alle bedrae wat aan werknemers betaal word, moet oorhandig word in verséelde koeverte of ander houers waarop die volgende inligting opgeteken is of waarby 'n staat met dié inligting daarop moet gaan: Die werkewer se naam; die werknemer se naam en sy nommer op die betaalstaat of klokkkaart; die werknemer se beroep, loon en graad soos in klousule 4 uiteengesit, behoudens klousules 3 en 8; die getal gewone ure deur die werknemer gewerk; die getal oortydure deur die werknemer gewerk; die getal ure deur die werknemer op 'n Sondag, 'n openbare vakansiedag of gedurende sy vry periode gewerk; afsonderlik gespesifieerde besonderhede van die bedrae aan die werknemer verskuldig ten opsigte van lone, spesiale toelaes (uitgesonderd langdienstoelae en vakansietoelae), nagskofstoelae, werk op Sondae, werk op openbare vakansiedae, werk gedurende vry periodes, en oortyd; besonderhede van alle aftrekkings gedoen; die werklike bedrag aan die werknemer betaal en die tydperk ten opsigte waarvan betaling gedoen word;

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

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

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

- (a) Behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk awesig is, uitgesonderd op las of op versoek van sy werkewer, 'n bedrag eweredig aan die tydperk van sy awesigheid en bereken op die grondslag van die totale besoldiging wat die werknemer ten opsigte van sy gewone werkure ten tyde daarvan ontvang het, met inbegrip van dieloon in klousule 4 van hierdie Ooreenkoms voorgeskryf, en alle spesiale toelaes in klousules 5 en 11 voorgeskryf waarop hy gewoonlik geregtig is;
- (b) met die skriftelike toestemming van die werknemer, bydraes aan 'n pensioenfonds, mediese en bystands fonds of die S.A. Breweries Limited Medical Aid Society;
- (c) heffings ingevolge klousule 15 van hierdie Ooreenkoms;
- (d) met die skriftelike toestemming van die werknemer, bedrae aan lediegeld vir die Witwatersrand Brewery Employees' Union;
- (e) wanneer daar regtens of op bevel van 'n bevoegde hof van 'n werkewer vereis of hy toegelaat word om ten behoeve van 'n werknemer 'n bedrag te betaal, die bedrag aldus betaal;
- (f) met die skriftelike toestemming van die werknemer, bedrae vir versekerings en spaarrekenings en vir personeelspaarskemas wat die werkewer vir sy werknemers reël;
- (g) behoudens subklousule (1) van hierdie klousule en op die skriftelike versoek van die werknemer en na goeddunke van die werkewer, weeklikse aftrekkings om die maandelikse huur van 'n huis wat die werknemer huur, te betaal: Met dien verstande dat dié bedrae hoogstens een kwart 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 werkewer aan sy werknemer geleent: Met dien verstande dat dié bedrae, indien hulle op 'n weeklike grondslag afgetrek word, hoogstens een derde is van die totale besoldiging aan die einde van die werkweek aan sodanige werknemer verskuldig: Voorts met dien verstande dat, ingeval 'n werknemer sy diens by die maatskappy beëindig, die bepaling van hierdie paragraaf verval en die werkewer gemagtig is om die volle saldo van die geld wat aan die werknemer geleent is, af te trek;
- (i) 'n bedrag aan huurgeld aan die werkewer verskuldig ten opsigte van eiendom wat aan die werkewer behoort en deur die werknemer geokkuper word;

- (j) a deduction for board and lodging subject to the following provisions, namely: No employee shall be required as part of his contract of service to board and/or lodge with his employer or to purchase any goods or hire any property from his employer or from any person nominated by him;
- (k) a deduction not exceeding 70 per cent of the cost of any protective clothing and equipment supplied by the employer to his employee which the employee loses or fails to return on the termination of his services: Provided that adequate locking facilities for the storage of the protective clothing are available on the employer's premises;
- (l) whenever, in pursuance of clause 7 (7), short-time is introduced in an establishment, a deduction of an amount equivalent to his hourly wage may be made in respect of each hour of the reduction in the ordinary hours of work: Provided that—
 - (i) no deduction shall be made in respect of the first hour of the reduction in the ordinary hours of work caused by a general breakdown of plant and machinery owing to accident or other unforeseen emergency;
 - (ii) in the case of short-time owing to slackness of trade no deduction shall be made unless the employer has given his employee not less than 24 hours' notice of his intention to introduce short-time;
- (m) deductions in terms of clause 13 (3) (b) of this Agreement.

7. HOURS OF WORK

(1) The ordinary working hours of any employee, other than a shift worker engaged in a continuous shift, distribution and warehouse employees, shall not exceed nine hours per day from Monday to Friday or a total of 45 hours in any week.

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

(3) The ordinary working hours of distribution and warehouse employees shall be 45 hours per week from Monday to Friday and may be allocated in a spread-over not exceeding 11 hours per day.

(4) No employee, other than a shift worker engaged in a continuous shift and distribution and warehouse employees, shall work for a continuous period of more than five hours without an uninterrupted interval of at least one hour. If employees, other than shift workers engaged in a continuous shift or distribution and warehouse employees, work for an uninterrupted period of five hours or less, a minimum uninterrupted period of 30 minutes shall be granted to these employees after such period of five hours or less: Provided that for the purposes of this subclause, the period of overtime worked before or after ordinary hours of work commence, shall not be taken into account for the purposes of calculating intervals.

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

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

- (a) between 18h00 and 06h00; or
- (b) after 13h00 on more than five days in any week.

(7) When, by reason of slackness of trade, shortage of raw materials, or a general breakdown of plant or machinery caused by accident or other unforeseen circumstances, an employer is unable to keep his employees employed for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of clause 6 (3) (l), employ his employees on short-time, but not exceeding the period of such slackness of trade, shortage of raw materials or general breakdown of plant or machinery.

8. DIFFERENTIAL RATES AND OTHER CONDITIONS

- (1) (a) Subject to the provisions hereinafter contained, an employee may be required to perform duties other than those on which he is normally engaged and shall be paid at the rate laid down for his normal occupation.
- (b) If a higher wage is payable in respect of such other duties and the employee performs such duties for a period or periods in any one shift which equals or exceeds one half of such shift, the employee shall be paid at the appropriate higher rate for the whole of such shift.
- (c) The provisions of paragraph (b) of this subclause shall not apply to an employee while acting as a substitute for another employee who is off duty for an authorised rest or meal period.
- (d) The provisions of paragraph (b) shall furthermore not apply in respect of any period during which the employee is undergoing

- (j) 'n bedrag vir kos en inwoning, behoudens die volgende voorwaardes, naamlik: Daar mag nie as deel van die dienskontrak van 'n werknemer van hom vereis word om van sy werkewer kos en/of inwoning aan te neem nie, of om van sy werkewer van enigiemand wat deur hom aangewys word, goedere te koop of eiendom te huur nie;
- (k) 'n bedrag van hoogstens 70 persent van die koste van alle beskermende klere en uitrusting wat die werkewer aan sy werknemer verskaf en wat die werknemer verloor of nie by diensbeëindiging terugborsog nie: Met dien verstande dat daar voldoende toesluitfasilitate vir die berging van die beskermende klere op die werkewer se perseel beskikbaar is;
- (l) as korttyd ingevolge klosule 7 (7) in 'n bedryfsinrigting ingevoer word, kan 'n bedrag gelyk aan die werknemer se uurloon afgetrek word vir elke uur van die vermindering van die gewone werkure: Met dien verstande dat—
 - (i) geen bedrag afgetrek mag word vir die eerste uur van die vermindering van die gewone werkure nie wat veroorsaak word deur 'n algemene onklaarraking van die installasie en masjinerie weens 'n ongeluk of ander onvoorsieno noodtoestand;
 - (ii) geen bedrag ingeval van korttyd weens 'n slapte in die bedryf afgetrek mag word nie tensy die werkewer sy werknemer minstens 24 uur kennis gegee het van sy voorneme om korttyd in te voer;
- (m) aftrekings ingevolge klosule 13 (3) (b) van hierdie Ooreenkoms.

7. WERKURE

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n skofwerker wat 'n ononderbroke skof werk, distribusie- en magasynwerknemer is hoogstens nege uur per dag van Maandag tot Vrydag of 'n totaal van 45 uur in 'n week.

(2) Die gewone werkure van 'n skofwerker wat 'n ononderbroke skof werk, is hoogstens agt uur per skof of 45 uur per week.

(3) Die gewone werkure van 'n distribusie- en magasynwerknemer is 45 uur per week vanaf Maandag tot Vrydag en kan in 'n werkdagbestek van hoogstens 11 uur versprei word.

(4) Geen werknemer, uitgesonderd 'n skofwerker wat 'n ononderbroke skof werk, en distribusie- en magasynwerknemers, mag vir 'n ononderbroke tydperk van langer as vyf uur werk sonder 'n ononderbroke pauze van minstens een uur nie. Indien werknemers, uitgesonderd skofwerkers wat 'n ononderbroke skof werk of distribusie- en magasynwerknemers, vir 'n ononderbroke tydperk van vyf uur of minder werk, moet 'n minimum ononderbroke tydperk van 30 minute aan sodanige werknemers toegestaan word ná dié tydperk van vyf uur of minder: Met dien verstande dat vir die toepassing van hierdie subklosule die tydperk wat oortyd gwerk word voordat of nadat die gewone werkure begin, in berekening gebring moet word wanneer die posse berekend word.

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

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

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

(7) As 'n werkewer weens 'n slapte in die bedryf, tekort aan grondstowwe of 'n algemene onklaarraking van die installasie of masjinerie as gevolg van 'n ongeluk of ander onvoorsieno omstandighede nie in staat is om sy werknemers die gewone getal werkure per week wat daar gewoonlik in die bedryfsinrigting gwerk word aan die gang te hou nie, kan hy, behoudens klosule 6 (3) (l), sy werknemers op korttyd aan die gang hou, maar nie langer as wat dié slapte in die bedryf, tekort aan grondstowwe of algemene onklaarraking van die installasie of masjinerie duur nie.

8. DIFFERENSIELE LONE EN ANDER VOORWAARDEN

- (1) (a) Behoudens die bepalings hieronder vervat, kan daar van 'n werknemer vereis word om ander pligte te verrig as dié wat hy gewoonlik verrig, en moet hy betaal word teen die skaal wat vir sy gewone beroep voorgeskryf is.
- (b) Indien 'n hoër loon betaalbaar is ten opsigte van sodanige ander pligte en die werknemer dié pligte verrig vir 'n tydperk of tydperke gedurende 'n bepaalde skof wat gelyk is aan of langer is as die helfte van die skof, moet die werknemer vir die hele sodanige skof teen die toepaslike hoër skaal betaal word.
- (c) Paragraaf (b) van hierdie subklosule is nie van toepassing op 'n werknemer terwyl hy waarnem as plaasvervanger vir 'n ander werknemer wat van diens af is gedurende 'n gemagtigde rus- of etenspouse nie.
- (d) Paragraaf (b) is daarbenewens nie van toepassing ten opsigte van 'n tydperk waarin die werknemer bona fide-opleiding ondergaan

bona fide training to qualify him for the performance of a higher grade job: Provided that—

- (i) the employer has maintained proper administrative records to indicate the date of commencement and the expected date of termination of the period of the training in question;
- (ii) such training does not exceed a period of three consecutive calendar months for employees training for occupations listed under Grade I of clause 4 of this Agreement, or a period of six consecutive calendar months for employees training for occupations listed under Grades II and III in the said clause 4, or a period of 12 consecutive calendar months for employees training for occupations listed under Grades IV, V, VI and VII in the said clause 4;
- (iii) if in any particular case the employer considers, after the expiry of one third of the relevant maximum period of training, that the employee in question is not performing his duties satisfactorily, he shall inform the employee of this fact, and if after the expiry of two thirds of the relevant maximum training period the employer considers that the employee is still performing his duties unsatisfactorily, the training of the said employee shall be discontinued forthwith and the said employee shall not thereafter be required or permitted to act as a substitute for an employee whose duties include any of the duties in the performance of which the said employee underwent training as aforesaid.

(2) Notwithstanding anything to the contrary contained in this Agreement, whenever an employee is employed in more than one occupation and these occupations are in different grades in terms of clause 4, such employee shall, if he is employed for half or more of his time on an occupation or occupations in a higher grade, be classified and remunerated at the rate applicable to such higher grade.

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

(1) (a) Except with the prior approval of the Council and subject to the provisions of clause 10 of this Agreement, overtime shall not exceed 10 hours per week: Provided that no employer shall require to permit a female employee to work overtime—
 (i) for more than two hours on any day;
 (ii) for more than three consecutive days;
 (iii) for more than 60 days in any year.

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

(2) (a) Subject to the provisions of subclauses (3) and (4) hereof and of clause 11, one and a half times the employee's normal weekly wage, divided by 45, shall be paid for every hour and a proportionate part of an hour, computed to the nearest quarter of an hour overtime, worked by the employee: Provided that an employee who works overtime in excess of 19 hours' continuous overtime shall be paid at the rate of twice his normal weekly wage, divided by 45, for every hour and a proportionate part of an hour computed to the nearest quarter of an hour so worked.
 (b) Whenever an employee is actually called upon to perform call-out work at the plant, he shall be paid not less than four hours' pay, calculated on his overtime rates, for the first call-out, and if he is again called out during the same period of stand-by, he shall be paid only for the time actually worked, at overtime rates: Provided that if he is called out for a fourth time during any consecutive 24 hours calculated from his normal starting time, he shall be paid not less than four hours pay, calculated on his overtime rates, for the fourth call-out.

(3) (a) Subject to the provisions of paragraph (c) of this subclause and clause 11, whenever an employee who normally works a five-day week from Mondays to Fridays is called upon to work on a Saturday, his employer shall remunerate him on the basis of not less than four hours' pay at one and a half times his normal rate of pay, irrespective of the fact that he may be called upon to work less than four hours. If he so works for more than four hours, he shall be remunerated at one and a half times his normal rate of pay for all hours so worked, computed to the nearest quarter of an hour.
 (b) Subject to the provisions of paragraph (c) of this subclause and clause 11, whenever an employee works on a Sunday, his employer shall remunerate him on the following basis:

- (i) If he so works for a period not exceeding four hours, he shall be paid not less than the wage payable in respect of the period ordinarily worked by him on a work-day;

om hom te kwalifieer vir die verrigting van werk van 'n hoër graad nie: Met dien verstande dat—

- (i) die werkgewer behoorlik administratiewe aantekening gehou het om die aanvangsdatum en die verwagte eind datum van die onderhavige opleidingstydperk aan te duif;
- (ii) sodanige opleiding 'n typer van hoogstens drie agtereenvolgende kalendermaande beloop vir werknemers wat opleiding onderraan vir beroep genoem onder graad I van klousule 4 van hierdie Ooreenkoms, of 'n typer van ses agtereenvolgende kalendermaande vir werknemers wat opleiding onderraan vir beroep genoem onder grade II en III in genoemde klousule 4, of 'n typer van 12 agtereenvolgende kalendermaande vir werknemers wat opleiding onderraan vir beroep genoem onder grade IV, V, VI en VII van genoemde klousule 4;
- (iii) indien die werkgewer in 'n besondere geval na afloop van een derde van die betrokke maksimum opleidingstydperk van mening is dat die betrokke werknemer nie sy pligte bevredigend uitvoer nie, hy die werknemer hiervan in kennis moet stel, en indien die werkgewer na afloop van twee derdes van die betrokke maksimum opleidingstydperk van mening is dat die werknemer nog steeds sy werk onbevredigend verrig, die opleiding van genoemde werknemer onmiddellik gestaak moet word en daar daarna nie van genoemde werknemer vereis of hy nie toegelaat mag word om as plaasvervanger op te tree vir 'n werknemer wie se pligte enige van die pligte insluit by die uitvoering waarvan genoemde werknemer opleiding soos voorheen genoem, onderraan het nie.

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

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

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

- (i) Langer as twee uur op 'n dag;
- (ii) op meer as drie agtereenvolgende dae;
- (iii) op meer as 60 dae in 'n jaar.

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

(2) (a) Behoudens subklousules (3) en (4) hiervan en klousule 11, moet een en 'n half maal die werknemer se gewone weekloon, gedeel deur 45, betaal word vir elke uur en eweredige gedeelte van 'n uur, bereken tot die naaste kwartier wat die werknemer oortyd werk: Met dien verstande dat 'n werknemer wat langer as 19 uur ononderbroke oortyd werk, twee maal sy gewone weekloon, gedeel deur 45, betaal moet word vir elke uur en 'n eweredige gedeelte van 'n uur, bereken tot die naaste kwartier, aldus gewer.

(b) Wanneer 'n werknemer werklik aangesê word om roepdienste by die brouery uit te voer, moet hy minstens vier uur se loon, bereken teen sy oortydloon, vir die eerste roep betaal word, en as hy weer geroep word gedurende dieselfde tydperk van gereedheid moet hy teen sy oortydloon betaal word, maar slegs vir die tyd wat hy werklik gewerk het: Met dien verstande dat indien hy 'n vierde keer gedurende enige 24 agtereenvolgende ure, bereken vanaf sy gewone aanvangsystyd, geroep word, hy vir die vierde roep vir minstens vier uur, bereken teen sy oortydloon, betaal moet word.

(3) (a) Behoudens paragraaf (c) van hierdie subklousule en klousule 11, moet 'n werkgewer sy werknemer wat gewoonlik vyf dae per week van Maandae tot Vrydae werk, wanneer hy op 'n Saterdag uitgeroep word om te werk, besoldig op die grondslag van minstens vier uur se loon teen een en 'n half maal sy gewone loon, ongeag of hy aangesê word om minder as vier uur te werk. As hy aldus langer as vier uur werk, moet hy besoldig word teen een en 'n half maal sy gewone loon vir alle ure aldus gewerk, bereken tot die naaste kwartier.

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

- (i) Indien hy aldus hoogstens vier uur werk, minstens die besoldiging aan hom betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n werkdag werk;

- (ii) if he works for a period exceeding four hours, he shall be remunerated at a rate of not less than double his wage in respect of the total period worked on such Sunday or which is not less than double the wage payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater.
- (c) The provisions of paragraphs (a) and (b) of this subclause shall not apply to a shift worker engaged in a continuous shift.
- (4) (a) An employee shall be entitled to and shall be granted leave on all public holidays and shall be paid by his employer an amount of not less than his daily wage in respect of each such holiday as if he had on such day worked his ordinary hours for that day of the week but such employee may, subject to the provisions of paragraph (b) of this subclause, be required or permitted by his employer to work on any such holiday.
- (b) Whenever an employee is required or permitted to work on a public holiday, his employer shall, in addition to paying him the amount to which he would have been entitled had he not so worked, pay him remuneration at the rate of twice his hourly rate for the hours worked on such public holiday: Provided that an employee who works on a public holiday for a period of less than six hours shall be paid in respect of the period worked on such public holiday as if he had worked for six hours.
- (c) Whenever an employee is required to work a normal shift which falls into a public holiday, he shall be paid, in addition to the amount to which he would have been entitled had he not so worked, the rate applicable to the major part of such shift.
- (5) Notwithstanding the provisions of subclause (4), an employee who absents himself from work on the work day immediately preceding or immediately following a public holiday, shall not be entitled to payment in respect of the relevant public holiday, unless he is absent with the permission of his employer or on account of sickness or circumstances beyond his control: Provided that an employer may call on an employee for a medical certificate as proof of the cause of each such absence.

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 work necessitated by a breakdown of plant or machinery or other unforeseen emergency, or in connection with overhauling or repairing of plant and machinery which cannot be performed during ordinary working hours.

11. PROVISIONS FOR SHIFT WORKERS

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

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

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

(4) If an employee commences a shift between the hours of 14h00 and 06h00 and a major portion of his shift is in the period 18h00 to 06h00, a night shift allowance as is reflected below shall be paid to such shift worker in respect of such shift: Provided that one night shift allowance shall be applicable for each continuous period worked:

	R
Grade I.....	0,75
Grade II.....	0,80
Grade III.....	0,95
Grade IV.....	1,15
Grade V.....	1,35
Grade VI.....	1,40
Grade VII.....	1,54

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

- (ii) indien hy aldus langer as vier uur werk, besoldiging teen minstens dubbel sy loon ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die loon ten opsigte van die tydperk gewoonlik op 'n weekdag deur hom gewerk, naamlik die grootste bedrag.
- (c) Paragraawe (a) en (b) van hierdie subklousule is nie van toepassing op 'n skofwerker wat 'n ononderbroke skof werk nie.
- (4) (a) 'n Werknemer is geregtig op en moet verlof verleen word op alle openbare vakansiedae en sy werkgewer moet hom ten opsigte van elke sodanige vakansiedag 'n bedrag betaal wat minstens gelyk is aan sy dagloon asof hy op sodanige dag sy gewone ure vir daardie dag van die week gewerk het, maar 'n werkgewer kan van sodanige werknemer vereis of hom toelaat om, behoudens paragraaf (b) van hierdie subklousule, op enige sodanige vakansiedag te werk.
- (b) Wanneer daar van 'n werknemer vereis is om te toegelaat word om op 'n openbare vakansiedag te werk, moet sy werkgewer hom, benewens die bedrag waarop hy geregtig sou gewees het as hy nie aldus gewerk nie, besoldiging betaal teen twee maal sy uurloon vir die ure op sodanige openbare vakansiedag gewerk: Met dien verstande dat 'n werknemer wat op 'n openbare vakansiedag vir 'n tydperk van minder as ses uur werk, vir die tydperk wat hy op sodanige openbare vakansiedag werk, betaal moet word asof hy ses uur gewerk het.
- (c) As daar van 'n werknemer vereis is om te werk wat binne 'n openbare vakansiedag val, moet hy, benewens die bedrag waarop hy geregtig sou gewees het as hy nie aldus gewerk nie, die loon betaal word wat op die grootste gedeelte van dié skof van toepassing is.
- (5) Ondanks die bepalings van subklousule (4), is 'n werknemer wat afwesig is van diens op die werkdag onmiddelik voor of na 'n openbare vakansiedag, nie op betaling ten opsigte van die betrokke vakansiedag geregtig nie, tensy hy afwesig is met die toestemming van sy werkgewer of weens siekte of omstandighede buite sy beheer: Met dien verstande dat 'n werkgewer 'n werknemer kan versoek om 'n mediese sertifikaat voor te lees bewys van die oorsaak van elke sodanige afwesigheid.

10. NOODWERK

Ondanks andersluidende bepalings in klosules 7 en 9 (1) van hierdie Ooreenkoms, is geen beperkings wat deur genoemde klosules opgelê word van toepassing op 'n manlike werknemer terwyl hy werk verrig wat noodsaklik gemaak is deur 'n onklaarraking van die installasie of masjinerie of deur 'n ander onvoorsienre noodgeval of wat in verband staan met die opknapping of herstel van installasie en masjinerie wat nie gedurende gewone werkure verrig kan word nie.

11. BEPALINGS VIR SKOFWERKERS

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

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

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

(4) As 'n werknemer 'n skof begin tussen die ure 14h00 en 06h00 en die grootste gedeelte van sy skof in die tydperk 18h00 tot 06h00 val, moet 'n nagskoftoelae soos hieronder aangedui aan sodanige skofwerker vir sodanige skof betaal word: Met dien verstande dat een nagskoftoelae van toepassing is vir elke deurlopende tydperk wat gewerk is:

	R
Graad I.....	0,75
Graad II.....	0,80
Graad III.....	0,95
Graad IV.....	1,15
Graad V.....	1,35
Graad VI.....	1,40
Graad VII.....	1,54

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

12. PROVISIONS FOR LEAVE

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

(a) Grade I employees:

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

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

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

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

Five-day week employees: 15 working days per annum of which at least 10 working days shall be consecutive.

Six-day week employees: 18 working days per annum of which at least 10 working days shall be consecutive.

(b) Grades II to VII employees:

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

Five-day week employees: 15 working days per annum of which at least 10 days shall be consecutive.

Six-day week employees: 18 working days per annum of which at least 10 days shall be consecutive.

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

Five-day week employees: 20 working days per annum of which at least 10 days shall be consecutive.

Six-day week employees: 24 working days per annum of which at least 10 days shall be consecutive.

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

(d) An employee whose employment terminates during any period of 12 months' employment before the period of leave prescribed in this subclause in respect of that period has accrued shall, upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one twelfth of his annual leave entitlement.

(e) Annual leave shall, if practicable be taken at any time after 1 April in each year by arrangement with the Management of each establishment. Such leave shall be taken within four months from the date upon which it becomes due: Provided that no employee shall be entitled to leave during the months October to January inclusive but that leave during the said months shall be at the entire discretion of the Management.

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

(g) Any period during which an employee—

- (i) is on leave in terms of this clause; or
- (ii) undergoes military service in pursuance of the Defence Act, 1957, up to a maximum of two years; or
- (iii) is absent from work at the request, on the instructions, or with permission of the employer; or
- (iv) is absent from work owing to illness as per subclause (2) of this clause;

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

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

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

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

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

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

- (i) In a five-day working establishment, full pay for an aggregate of 15 working days for such absence;
- (ii) in a six-day working establishment, full pay for an aggregate of 18 working days for such absence: Provided that an

12. VERLOFBEPALINGS

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

(a) Graad I-werknemers:

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

Werknemers wat vyf dae per week werk: 10 agtereenvolgende werkdae per jaar.

Werknemers wat ses dae per week werk: 12 agtereenvolgende werkdae per jaar.

- (ii) Ná vyf jaar ononderbroke diens by dieselfde werkewer:

Werknemers wat vyf dae per week werk: 15 werkdae per jaar, waarvan minstens 10 dae agtereenvolgend moet wees.

Werknemers wat ses dae per week werk: 18 werkdae per jaar, waarvan minstens 10 dae agtereenvolgend moet wees.

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

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

Werknemers wat vyf dae per week werk: 15 werkdae per jaar, waarvan minstens 10 dae agtereenvolgend moet wees.

Werknemers wat ses dae per week werk: 18 werkdae per jaar, waarvan minstens 10 dae agtereenvolgend moet wees.

- (ii) Ná vyf jaar ononderbroke diens by dieselfde werkewer:

Werknemers wat vyf dae per week werk: 20 werkdae per jaar, waarvan minstens 10 dae agtereenvolgend moet wees.

Werknemers wat ses dae per week werk: 24 werkdae per jaar, waarvan minstens 10 dae agtereenvolgend moet wees.

(c) Ingeval 'n openbare vakansiedag binne die tydperk van jaarlike verlof val, moet dit by sodanige verloftydperk gevoeg word.

(d) 'n Werknemer we se diens gedurende 'n tydperk van 12 maande diens eindig voordat die tydperk van verlof ooploop het, wat in hierdie subklousule ten opsigte van daardie tydperk voorgeskryf is, moet by sodanige beeindiging en bo en behalwe enige ander besoldiging wat aan hom verskuldig mag wees, vir elke voltooide maand van sodanige tydperk van diens 'n bedrag betaal word van minstens een twaalfde van die bedrag waarop hy ten opsigte van jaarlike verlof geregtyig is.

(e) Jaarlike verlof moet, indien doenlik, te eniger tyd ná April van elke jaar geneem word ooreenkomsdig 'n reëling met die bestuur van elke bedryfsinrigting. Sodanige verlof moet geneem word binne vier maande vanaf die datum waarop dit verskuldig word: Met dien verstande dat 'n werknemer nie gedurende die maande Oktober tot en met Januarie op verlof geregtyig is nie, maar dat verlof gedurende gemelde maande geheel en al van die goedunruh van die bestuur afhang.

(f) Besoldiging ten opsigte van die jaarlike verloftydperk wat verskuldig is, moet voor of op die laaste werkdag voor die aanvang van die verloftydperk betaal word.

(g) Tydperk waartydens 'n werknemer—

- (i) ingevolge hierdie klosule met verlof is; of

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

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

(iv) weens siekte ooreenkomsdig subklousule (2) van hierdie klosule van die werk afwesig is;

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

(h) Geleenheidsverlof met volle besoldiging moet afgetrek word van die jaarlike verlof wat vir elke jaar diens ooploop: Met dien verstande dat hoogstens vyf dae geleenthedsverlof met volle besoldiging in 12 maande toegestaan mag word.

(i) Geen werknemer mag ander besoldigde diens aanvaar en geen werkewer mag 'n werknemer toelaat om ander besoldigde diens te aanvaar terwyl genoemde werknemer ingevolge hierdie klosule met besoldigde verlof is nie.

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

(2) *Siekteverlof.*—Behoudens die voorlegging van 'n doktersertifikaat vir siekte as die tydperk van afwesigheid langer as twee dae is—

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

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

(ii) in 'n bedryfsinrigting waar ses dae in 'n week gewerk word, volle besoldiging vir altesaam 18 werkdae van sodanige

employer may, as a condition precedent to payment by him of any amount claimed in terms of this subclause by an employee in respect of any absence from work on the work-day immediately preceding or the work-day immediately succeeding a Sunday or any public holiday, require the employee to produce a medical certificate signed by a registered medical practitioner stating the nature and duration of the employee's illness;

- (b) (i) if an employee who has had three years of continuous service with the same employer is absent from duty through illness, he shall be granted an aggregate of nine weeks' sick leave on full pay for every three year cycle commencing on the anniversary of his date of engagement;
- (ii) in the event of *bona fide* termination of service of an employee before the expiry of the full sick leave cycle of 36 months any payment for sick leave granted in excess of paid sick leave due to such employee at the time of termination of his services, calculated on the basis of three weeks' sick leave in respect of every year's continuous service, may be deducted by his employer from any moneys due to the employee.

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

13. TERMINATION OF EMPLOYMENT

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

(2) Not less than one week's notice shall be given by an employer or employee to terminate the contract of service: Provided that in the case of an employee who has had less than three months' continuous service with the same employer, the employee or his employer may terminate the contract of service upon 24 hours' notice.

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

- (a) any agreement between an employer and employee providing for a longer period of notice; or
- (b) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient; or
- (c) the right of an employer summarily to 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" and in addition to any common law grounds for summary dismissal which may exist, the employer reserves the right summarily to dismiss an employee for the following reasons:
- (i) being under the influence of intoxicating liquor whilst on duty;
- (ii) deliberately damaging company property;
- (iii) fighting on company premises;
- (iv) gross negligence in execution of duties;
- (v) dishonesty in the context of the employment relationship; or
- (vi) incitement to any of the matters listed in (i) to (v); 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 Utilisation and the Industrial Council are notified of each and every case of suspension; or

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

afwesigheid: Met dien verstande dat 'n werkgever, as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag wat kragtens hierdie subklousule deur 'n werknemer geëis word ten opsigte van afwesigheid van werk op die werkdag onmiddellik vóór of onmiddellik ná 'n Sondag of 'n openbare feesdag, van die werknemer kan vereis om 'n doktersertifikaat in te dien wat geteken is deur 'n geregistreerde mediese praktisyen wat die aard en duur van die werknemer se siekte aandui;

- (b) (i) as 'n werknemer wat drie jaar ononderbroke diens by diezelfde werknemer gehad het, weens siekte van sy werk afwesig is, moet hy altesaam nege weke siektereflof met volle besoldiging verleen word vir elke kringloop van drie jaar wat op die verjaring van sy datum van indiensneming begin;
- (ii) ingeval 'n werknemer se diens *bona fide* beëindig word voordat die volle siektereflofsiklus van 36 maande verloopt, kan die besoldiging vir siektereflof wat verleen is bo en behalwe die siektereflof met besoldiging wat ten tyde van sy diensbeëindiging aan sodanige werknemer verskuldig is, bereken op die grondslag van drie weke siektereflof ten opsigte van elke jaar ononderbroke diens, deur die werkgever afgetrek word van die geld wat aan die werknemer verskuldig is.

(3) *Spesiale bepaling.*—Vir die toepassing van hierdie klousule is „volle besoldiging“ die loonskaal waarvolgens die werknemer besoldig word onmiddellik voor die aanvang van sodanige verlof en sluit dit in alle langdienstoelaes ingevolge klousule 5 van hierdie Ooreenkoms maar nie die wisselende skoftoelaes wat ingevolge klousule 11 van hierdie Ooreenkoms betaal word nie.

13. DIENSBEEËINDIGING

(1) Geen werknemer mag ontslaan word nie, uitgesonderd om disiplinêre redes, weens liggaamlike ongesiktheid of tensy dit noodsaaklik is vanweë slapte in die bedryf; wanneer die werknemers wat eerste in 'n graad in 'n afdeling ontslaan moet word, gewoonlik dié is met minder as twee jaar ononderbroke diens by diezelfde werkgever, maar uitsonderings kan deur die werkgever gemaak word mits genoegsame redes daarvoor bestaan en daar behoorlik met die werkinkelverteenvoerdigers of 'n agent van die Raad of die Sekretaris van die Raad 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 in die geval van 'n werknemer met minder as drie maande ononderbroke diens by diezelfde werkgever, die werknemer of sy werkgever die dienskontrak met kennismetting van 24 uur kan beëindig.

(3) Hierdie klousule raak nie die volgende nie:

- (a) Ooreenkoms tussen 'n werkgever en 'n werknemer wat vir 'n langer tydperk van diensopsegging voorsiening maak; of
- (b) die reg van 'n werkgever of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennismetting te beëindig; of
- (c) die reg van 'n werkgever om 'n werknemer om 'n regsgeldige rede summiér te ontslaan. Sonder om die algemeenheid van die uitdrukking „regsgeldige rede“ in te kort en benewens gemeenregtelike gronde vir summiére ontslag wat bestaan, behou die werkgever hom die reg voor om 'n werknemer om die volgende redes summiér te ontslaan:
- (i) as hy onder die invloed van bedwelmende drank is terwyl hy op diens is;
- (ii) as hy die maatskappy se eiendom opsetlik beskadig;
- (iii) as hy op die maatskappy se perseel baktei;
- (iv) groewe versuum by die uitvoering van sy pligte;
- (v) oneerlikheid in verband met diensverhouding; of
- (vi) aanhittings tot die sake in (i) tot (v) genoem; en aanhittings tot veronagsaming van 'n wettige opdrag:

Met dien verstande dat die werkgever, waar daar gronde vir summiére ontslag bestaan en daar ook versagtende omstandighede is, 'n werknemer een maal in 'n tydperk van 12 maande vir 'n tydperk van hoogstens sewe agtereenvolgende werkdae sonder betaling kan skors: Voorts met dien verstande dat die Afdelingsinspekteur van Mannekrabbenutting en die Nywerheidsraad in elke geval van skorsing daarvan in kennis gestel word; of

- (d) los werknemers; of
- (e) die reg van die werkgever om waarna die werknemer sy diens sonder kennismetting beëindig of sonder om sy werkgever te betaal in plaas van die kennismetting, van die geld wat hy ingevolge hierdie Ooreenkoms aan sodanige werknemer skuld, 'n bedrag terug te hou wat hoogstens gelyk is aan die bedrag wat hy sodanige werknemer in plaas van kennismetting sou moes betaal het, en sodanige verbetering word geag die betrokke werknemer te onthef ten opsigte van sy versuum om die nodige kennis van sy diensbeëindiging te gegee het.

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

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

(a) duration of service;

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

(6) The period of notice referred to in subclause (2) of this clause shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 12 (1), or on sick leave in terms of clause 12 (2), or whilst undergoing military service.

14. EXEMPTIONS

(1) Subject to the provisions of subclause (2) of this clause and the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

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

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

(a) full name of person concerned;

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

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

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

(4) The Secretary to the Council shall—

(a) number consecutively all licences issued;

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

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

15. EXPENSES OF THE COUNCIL

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

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

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

17. INTERPRETATION OF AGREEMENT

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

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

18. EXHIBITION OF AGREEMENT

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

19. AGENTS

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

(4) Waar daar 'n ooreenkomis is soos in subklousule (3) (a) bedoel, moet die betaling in plaas van die kennisgewing ooreenkom met die kennisgewingstermy waaraan daar ooreengeskryf is.

(5) Die werkewer moet by 'n werkemmer se ontslag, wanneer hy sy laaste loonbetaling ontvang, aan hom 'n skriftelike sertifikaat van ontslag oorhandig wat die volgende meld:

(a) Duur van diens;

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

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

14. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enige aan wie vrystelling verleen word, die voorwaarde bepaal waarop sodanige vrystelling verleen word en die tydperk vasstel waartydens sodanige vrystelling van krag is: Met dien verstaande dat die Raad as hy dit goed ag nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

(a) Volle naam van die betrokke persoon;

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

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

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

(4) Die Sekretaris van die Raad moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

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

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

15. UITGAWES VAN DIE RAAD

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

4c per week moet deur alle werkewers van die verdienste van elkeen van die werkemmers, uitgesond word. Die werkewer moet by die bedrag aldus afgerek 'n bedrag voeg wat daarmee gelykstaan en die totale bedrag maandeliks voor of op die 15de dag van elke maand stuur aan die Sekretaris van die Raad, Posbus 9478, Johannesburg, 2000.

16. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

17. UITLEG VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van werkewers en werkemmers beslissings gee wat nie met die bepalings daarvanstrydig is nie.

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

18. VERTONING VAN OOREENKOMS

Elke werkewer moet op 'n opvallende plek in sy bedryfsinrigting, wat vir sy werkemmers maklik toeganklik is, 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm soos voorgeskryf in die regulasies kragtens die Wet, opplaak en opgeplak hou.

19. AGENTE

Die Raad kan een of meer bepaalde persone as agente aanstel om behulpsaam te wees by die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkewer en werkemmer 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. 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) of this clause shall become operative after they have been published by the Minister in terms of the Act, as an amending agreement to this current Agreement.

Signed at Johannesburg on behalf of the parties this 25th day of November 1980.

J. A. HORNER,
Chairman of the Council.

N. J. J. VAN RENSBURG,
Vice-Chairman of the Council.

R. W. WARD,
Secretary of the Council.

20. INDIENSNEMING VAN JEUGDIGES

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

21. BEPALINGS VIR WERKOMSKRYWING EN WERKHEROMSKRYWING

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

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

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

Namens die partye op hede die 25ste dag van November 1980 te Johannesburg onderteken.

J. A. HORNER,
Voorsitter van die Raad

N. J. J. VAN RENSBURG,
Ondervorsitter van die Raad.

R. W. WARD,
Sekretaris van die Raad

R.971]

[8 May 1981]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**BREWING INDUSTRY, WITWATERSRAND**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Brewing Industry, published under Government Notice R.970 of 8 May 1981, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA
Minister of Manpower Utilisation

R.971]

[8 Mei 1981]

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

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Brounywerheid, gepubliseer by Gouvermentskennisgewing R.970 van 8 Mei 1981, oor die algemeen vir werkneemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA
Minister van Mannekragbenutting

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