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GOVERNMENT NOTICES**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 2590

23 November 1979

**INDUSTRIAL CONCILIATION ACT, 1956
BREWING INDUSTRY, CAPE TOWN**

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 31 August 1981, 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), 2, 6 (3) (d), 16 and 19, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the municipal area of Cape Town; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the municipal area of Cape Town and with effect from the second Monday after the date of publication of this notice and for the period ending 31 August 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 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.

17725—A

GOEWERMENTSKENNISGEWINGS**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 2590

23 November 1979

**WET OP NYWERHEIDSVERSOENING, 1956
BROUNYWERHEID, KAAPSTAD**

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 Brounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1981 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (3) (d), 16 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die munisipale gebied van Kaapstad; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (3) (d), 16 en 19, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Augustus 1981 eindig, in die munisipale gebied Kaapstad, *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.

6745—1

SCHEDULE

INDUSTRIAL COUNCIL OF THE BREWING INDUSTRY,
CAPE TOWN

AGREEMENT

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

South African Brewing Industry Association

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

Brewery Employees' Union (Cape Peninsula)

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the municipal area of Cape Town by all employers in the Brewing Industry who are members of the employers' organisation and by all employees who are members of the trade union and who are employed in that Industry.

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

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 31 August 1981 or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, Act 28 of 1956;

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

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

"artisan" means, for the purpose of definition and classification, an employee who is engaged in work normally performed by a skilled artisan and for the purposes of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the 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 (7) or section 7 (3) of the said Act;

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

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

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

BYLAE

NYWERHEIDSRAAD VIR DIE BROUWYWERHEID,
KAAPSTAD

OOREENKOMS

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

South African Brewing Industry Association

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

Brewery Employees' Union (Cape Peninsula)

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die munisipale gebied van Kaapstad nagekom word deur alle werkgewers in die Brouwywerheid wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en in die Nywerheid in diens is.

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

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

(b) van toepassing op vakleerlinge vir sover dit nie met die Wet op Vakleerlinge, 1944, of enige kontrak of voorwaardes daarkragtens aangegaan of vasgestel, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 (1) van die Wet bepaal, en bly van krag vir die tydperk wat op 31 Augustus 1981 eindig of vir dié tydperk wat hy vasstel.

3. WOORDOMSKRYWING

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

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

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

"vakleerling" 'n werknemer wat in diens is ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word, of 'n vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is, en sluit dit ook 'n minderjarige in wat ingevolge genoemde Wet op Vakleerlinge op proef in diens is;

"ambagsman" vir woordomsrywings- en klassifikasiedoel-eindes 'n werknemer wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die toepassing van hierdie woordomskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Vakmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet;

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

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

"ketelskoonmaker" 'n werknemer wat diens doen onder die toesig van 'n gediplomeerde ingenieur, en wat onderdele van ketels vir die jaarlikse inspeksie deur die fabrieksinspekteur uitmekaarhaal, skoonmaak, verf, vervang en weer inmeekaarsit, wat die hitteverhaler skoonmaak, alle masjinerie in die ketel huis smeer en olie, en wat ander algemene skoonmaakpligte in die ketel huis en omliggende werkkoppervlakte kan verrig;

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

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

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

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

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

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

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

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

"brewhouse shift overseer" means an employee who is engaged in the control of the operation of the brewhouse complex, doing duties such as supervision and training of milling of malt, cooking maize grits, mashing, lautering, under-letting, sparging, boiling wort, operating hop strainer, and pumping of wort, keeping records and all other duties incidental thereto;

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

"can filler operator" means an employee who is engaged in the following duties: Operating a can filling and seaming machine, adjusting, setting, lubricating and at regular intervals cleaning and sterilising the machine and working area; who, in addition, tests whether cans are up to specification by doing enamel ratings and pressure tests, and supervises workers in the immediate area of his unit;

"canning relief labourer" means an employee who attends to the correct discharge of cans from the pasteuriser onto conveyors, stops and starts conveyor from pasteuriser when necessary, checks on the performance of the automatic dater and of the automatic mass-measurer, mass-measures cans rejected by the automatic mass-measurer and relieves any worker on the bottling or canning line doing work of a grade similar to his own, and who also does general cleaning duties on bottling or canning units;

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

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

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

"bottelaflosarbeider" 'n werknemer wat alle afgekeurde bier in 'n houer uitgooi en dit na die terugvoertanks pomp, en wat ook 'n bottelsaahyser bedien, afvalglas se massa meet, afvalglasblikke skoonmaak, help met ongeskoolde en algemene arbeid by enige bottelvuleenheid wanneer dit nodig is, en wat uitrustung en die omliggende werkoppervlakte skoonmaak;

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

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

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

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

"broueryskofopsigter" 'n werknemer wat beheer uitoefen oor die werksaamhede van die brouerykompleks, toesig hou oor en opleiding gee in die maal van mout, kook van mieliegrutte, fynmaak, suiwer, opwaartse toevoer, grintspat, kook van wort, bediening van hopfilterder en die pomp van wort, registers byhou en alle ander pligte verrig wat daarmee gepaard gaan;

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

"blikvullerbediener" 'n werknemer wat die volgende pligte verrig: 'n Blikvul- en naatmasjiene bedien, die masjiene verstel, stel en smeer en dit, sowel as die werkoppervlakte, met gereelde tussenposes skoonmaak en steriliseer; wat daarbenevens toets of blikke aan die spesifikasies voldoen deur die emaljegehalte te toets en druktoets uit te voer, en wat toesig hou oor werkers in die onmiddellike omgewing van sy eenheid;

"inblikaflosarbeider" 'n werknemer wat die korrekte afvoer van blikke van die pasteuriseerder af op die vervoerband behartig, die vervoerband wat van die pasteuriseerder af lei wanneer nodig aan- en afskakel, die werkverrigting van die outomatiese dateermasjiene en die outomatiese massameter nagaan, blikke wat deur die outomatiese massameter afgekeur is se massa meet, 'n werker by die bottel- of inblikbaan wat werk van dieselfde graad as hy doen, aflos, en ook algemene skoonmaakpligte by bottel- en inblikkeenhede verrig;

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

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

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

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

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

"cellar labourer" means an employee who cleans and sterilises cellar storage tanks, performs all duties related thereto, such as cleaning and greasing of beer cocks on storage tanks, the handling, cleaning and sterilising of beer hoses, and other general cleaning and handling duties in the cellars;

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

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

"cellar overseer" means an employee who is engaged in the control of the operation of the storage cellar complex, performing duties such as supervision, training of staff, controlling bunging pressures, mixing caramel, adjusting primings and CO₂ injection, adding the required additives, record keeping and all other operations incidental thereto;

"continuous shift" means a shift not exceeding a consecutive period of eight hours, in a section of the establishment whose processes have been declared continuous in terms of the Factories, Machinery and Building Work Act, Act 22 of 1941, and subject to the provisions of clauses 7 and 11 of this Agreement;

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

"Council" means the Industrial Council for the Brewing Industry, Cape Town, registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

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

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

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

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

"eetlokaalspanleier" 'n werknemer wat toesig hou oor die skoonmaak van die eetlokaal, kombuis en kleedkamers, die bediening van maaltye behartig en eetlokaalbier uitreik, aantekeninge byhou van voorrade, kontant ontvang en van wie daar ook vereis kan word om met skoonmaakwerk behulpsaam te wees;

"bediener van 'n draverpakkingsmasjien" 'n werknemer wat 'n meganiese aangedrewe draverpakkingsmasjien bedien, daaglik die datumkodestempel stel en die masjien olie en smeer, en van wie ook vereis kan word om toesig te hou oor arbeiders wat hom behulpsaam is;

"kartonstikker/-naaister" 'n werknemer wat 'n meganiese aangedrewe stik- en/of naaimasjien bedien, kartonne saamvoeg, beskermende klere heelmaak, aantekeninge hou van werksaamhede, beheer uitoefen oor ongeskoolde arbeiders, en alle ander pligte vervul wat daaruit voortspruit;

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

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

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

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

"kelderopsigter" 'n werknemer wat in beheer is van die werksaamhede van die opgaarkelderkompleks en wat dienste verrig soos toesig hou, personeel oplei, spondruk beheer, karamel meng, aansitgis- en CO₂-byvoegings regstel, die vereiste bymiddels byvoeg, registers byhou en alle ander werksaamhede wat daarmee in verband staan;

"deurlopende skof" 'n skof van hoogstens agt agtereenvolgende ure in 'n seksie van die bedryfsinrigting waarvan die prosesse as onafgebroke verklaar is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, Wet 22 van 1941, en behoudens klousules 7 en 11 van hierdie Ooreenkoms;

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

"Raad" die Nywerheidsraad vir die Brounywerheid, Kaapstad, wat geregistreer is ingevolge artikel 2 van die Nijverheid Verzoeningswet, 1924, en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

"dagloon" die uurloon vermenigvuldig met nege;

"afleringswerker" 'n werknemer wat die drywer van 'n motorvoertuig behulpsaam is en toesig hou oor arbeiders by dié geleentheid wanneer die werkgewer van gehuurde vervoer gebruik maak, wat die drywer die rigting wys na verskillende uitgange en toesig hou oor die distribusiearbeiders terwyl hulle bier of leë houters laai en aflaai en vragte reël en nagaan, wat seker maak dat al die tersaaklike dokumente aan die klant uitgereik word en wat ook alle nodige registers vir die werkgewer byhou.

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

"distribution leading hand" means an employee who assists the distribution driver with the supervision of loading, unloading, checking and security of beer and empties, supervises labour, assists with the cleaning of vehicles and performs any duty related thereto;

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

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

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

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

"emergency work" means—

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

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

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

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

(e) the work of or in connection with the loading or unloading of trucks or vehicles belonging to the South African Railways and Harbours;

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

"empties checker" means an employee who checks all incoming empties and returnable containers, ensures that they are correctly documented and summarises empty returns; who checks that empties in warehouse are neatly stacked, takes stock, issues empties, supervises changing and charging of fork-lift batteries and supervises labourers;

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

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

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

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

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

"distribusiespanleier" 'n werknemer wat die distribusiedrywer behulpzaam is wanneer toesig gehou moet word by die laai, aflaai, nasien en beveiliging van bier en leë houers, wat toesig hou oor die arbeiders, help met die skoonmaak van voertuie en wat alle pligte verrig wat daarmee in verband staan;

"rioolskoonmaker" 'n werknemer wat alle riole in die brouery skoonmaak en ontsmet, wat verstopte rioolpype, toilette en sanitêre afvoerpipe skoonmaak, en wat onmiddellik alle buitengewone verskynsels wat hy in die rioolstelsel raaksien by sy senior aanmeld;

"dromkamerarbeider" 'n werknemer wat ontkiendromme met groenmout uit weektenks vul, dromme in 'n vervoertoe-stel leegmaak, die mout na verskillende drooggoonde roeteer, die dromme en werkoppervlakte skoonmaak en daarbenewens verskillende materiale kan hanteer, mout en gars in sakke kan plaas en die sakke toewerk;

"diensdrywer" 'n werknemer wat 'n ligte diensvoertuig met 'n onbelaste massa van hoogstens 1 814,4 kg dryf wat gebruik word om pos, pakkette, masjienonderdele en dergelike voorwerpe af te lewer en af te haal en wat in die loop van sy werk gevra kan word om geld te hanteer, wat daagliks tagograafskywe verander, wanneer nodig olie-, brandstof- en waterpeile en banddruk nagaan, asook die voertuig skoonmaak, en wat met algemene pligte in die garage behulpzaam is wanneer hy nie dryf nie;

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

"noodwerk"—

(a) alle werk wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, gewelddaad, epidemie of diefstal, sonder versuim gedoen moet word;

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

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

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

(e) die werk van of in verband met, die laai of aflaai van vragmotors of voertuie wat aan die Suid-Afrikaanse Spoorweë en Hawens behoort;

"diens" die totale tydperk wat 'n werknemer in die Brouerywerheid in diens was;

"nasiener van leë houers" 'n werknemer wat alle inkomende leë houers en houers wat teruggestuur moet word, nagaan, seker maak dat hulle reg gedokumenteer word en teruggestuurde leë houers opsom; wat nagaan of leë houers in die pakhuis netjies opgestapel is, voorraad opneem, leë houers uitreik, toesig hou oor die vervanging en laai van vurkhybatterye, en toesig hou oor arbeiders;

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

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

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

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

"enjinkamerskoonmaker" 'n werknemer wat skoonmaakpligte in die enjinkamer en op die omliggende werkoppervlakte verrig, boodskappe dra, vir die ingenieursafdeling tee maak en wat die opsigter oor ingenieursdienste regstreeks behulpzaam is met die smeer van pompe;

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

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

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

"fermenting room overseer" means an employee who is engaged in the control of the operation of the fermenting cellars complex, performing duties such as supervision and training of staff, wort cooling and fermenting, yeast handling, sterilising and cleaning of equipment and all operations incidental thereto;

"filler operator" means an employee who is engaged in the following duties: The operation of a bottle filling and crowning machine and who adjusts, sets, cleans, lubricates at regular intervals, and sterilises the machine and working area, and supervises workers in the immediate area of his unit;

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

"fork-lift truck driver" means an employee engaged in operating a power-driven fork-lift truck or tractor used for loading, unloading, moving and stacking goods; who, where necessary, checks oil, fuel and water levels and tyre pressures and cleans such vehicles; who, in addition, may be required to repair cases, trays and pallets by hand and cutting materials to size, and who may be called upon to participate in the loading and off-loading of goods;

"fulls checker" means an employee who checks the loading of all rail and road trucks, ensures that relevant documents have been correctly filled in, and that labourers supervised by him stack correctly, who takes daily stock and maintains the necessary stock documents;

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

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

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

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

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

"gisproseswerker" 'n werknemer wat die giskameroopsigter met die volgende pligte behulpsaam is: Gishanteeruitrusting bedien in die hele gisproses, die wort berei en dit pomp van dié warmworthouers deur die neweloeiverkoeler en sentrifuge na die opvangvate; bier belug, ekstrakgehalte toets en ander werksaamhede wat daarmee gepaard gaan verrig, alle uitrusting wat gebruik word, sowel as die werkoppervlakte, skoonmaak en steriliseer, en toesig mag hou oor arbeiders wat hom help;

"gisprosesarbeider" 'n werknemer wat tenks skoonmaak, vate en worthouers was, wat gemoeid is met die algemene skoonmaak van die perseel en die gisproseswerker en gishanteerder regstreeks behulpsaam is by die hantering van bestanddele of by al ander werksaamhede wat hulle verrig;

"giskameroopsigter" 'n werknemer wat die werksaamhede van die giskelderkompleks beheer en wat pligte verrig soos toesig-houding oor en die opleiding van personeel, wortverkoeling en -gisting, gishantering, die skoonmaak en sterilisering van uitrusting, en alle werksaamhede wat daaruit voortspruit;

"vultoeselbediener" 'n werknemer wat die volgende pligte verrig: 'n Bottelvul- en kroonkurkstel bedien, wat met gereelde tussenposes die masjien verstel, instel, skoonmaak en smeer, die masjien en die werkoppervlakte steriliseer, en toesig hou oor werkers in die onmiddellike omgewing van sy eenheid;

"filterbediener" 'n werknemer wat die volgende pligte verrig: Bier filtreer en karboneer, aansigis by die bier voeg terwyl dit na die helderbierkelders oorgeplaas word, filtrasiestanddele meng en behandel, voorfiltrasiebehandeling toedien, wasigheidslesings neem en aantekene, uitrusting en die omgewing daarvan steriliseer en skoonmaak en alle werksaamhede verrig wat daarmee gepaard gaan, en wat al die nodige dokumentasies soos filtrasiestanddele byhou, die kelderopsigter behulpsaam is met voorradekonsilie en wat toesig kan hou oor arbeiders en kelderproseswerkers wat hom help;

"vurkhysswadywer" 'n werknemer wat 'n kragangedrewe vurkhysswa of trekker dryf wat gebruik word vir die laai, aflaai, vervoer en opstapel van goedere, wat, wanneer nodig, olie-, brandstof- en waterpeile en banddruk nagaan en die voertuie skoonmaak en van wie daar verder vereis kan word om kiste, bakke en palette met die hand heel te maak, om materiaal volgens grootte te sny, en wat aangesê kan word om goedere te help laai en aflaai;

"nasiener van vol houers" 'n werknemer wat die laai van alle spoorwegtrokke en vragmotors kontroleur, seker maak dat alle tersaaklike dokumente korrek ingevul is en dat arbeiders onder sy toesig korrek opstapel, wat daaglikse voorrade opneem en die nodige voorraaddokumente byhou;

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

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

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

"garagefaktotum" 'n werknemer wat oppervlakpaneelkloswerk verrig, oppervlakte voorberei om geverf te word, voertuigbakke of -onderstelle met 'n kwas of sproeispuits verf, steunklampe deur middel van puntsweising vasheg, defekte dele aan voertuie soos stampers, verkoelers en modderskerms verwyder en vervang, en toesig hou oor arbeiders wat hom met sy werksaamhede bystaan;

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

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

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

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

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

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

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

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

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

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

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

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

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

"licensed trade motor vehicle driver" means an employee who is engaged as a driver of a motor vehicle and/or a motor vehicle and trailer and/or a road tanker, delivering beer to the wholesale and retail trade and attending to all necessary documentation or making inter-brewery and inter-depot transfers of beer, and for the purposes of this definition, driving a licensed trade motor vehicle is deemed to include all periods of driving and any time spent by the driver on work connected with the vehicles and all periods during which he is obliged to remain on duty in readiness to drive, and who also checks oil, fuel, water level and tyre pressures and cleans such vehicles;

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

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

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

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

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

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

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

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

"etiketadreseerder" 'n werknemer wat etikette druk en in kategorieë sorteer, etikette aftel, hulle op kartonhouers plak, gom meng, kiste opstapel en kratte vir verskeping verpak, en van wie daar daarbenewens vereis word om diefstal in die pakhuis te voorkom, om bier van die padpakhuis te vervoer en om skoonmaakpligte in die pakhuis te verrig;

"etiketteermasjienbediener" 'n werknemer wat bottel-etiket- en botteldateermasjiene bedien en ook gom berei, genoemde masjiene regstel en stel en minder belangrike onderhoudspligte in verband daarmee verrig, en die masjiene en werkoppervlakte skoonmaak;

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

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

"hoofgrofskilder" 'n werknemer wat toesig hou oor verfwerk-saamhede deur die werk toe tewys en toe te sien dat dit volgens spesifikasie gedoen word, en wat daarbenewens oppervlakke kan voorberei en hulle kan verf, stukkende ruite kan vervang, verf bestel en meng en alle ander pligte in verband daarmee verrig;

"gelisensieerde handelsmotorvoertuigdrywer" 'n werknemer wat in diens is as drywer van 'n motorvoertuig en/of 'n motorvoertuig en sleepwa en/of 'n padtenker, wat bier aan die groot- en kleinhandelaars aflewer, en al die nodige dokumentasie doen, of wat bier van een brouery en depot na 'n ander vervoer, en vir die toepassing van hierdie omskrywing word dryf van 'n gelisensieerde handelsmotorvoertuig geag in te sluit alle tyd wat die werknemer dryf, alle tyd wat hy bestee aan werk in verband met die voertuie en alle tydperke waarin hy verplig is om op sy pos te bly gereed om te dryf; en wat ook olie-, brandstof- en waterpeile en banddruk nagaan en dié voertuie skoonmaak;

"locomotive driver" means an employee engaged in operating a diesel locomotive used for moving railway trucks in brewery ground and railway shunting area; who, where necessary, checks oil, fuel and water levels and does minor repairs and adjustments; and who may, in addition, assist with the checking of incoming goods to see that the correct quantity of goods is delivered;

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

"maltings fireman" means an employee who regulates manually temperature of flue gases in a hand-fired furnace by making and maintaining furnace fires and by removing ash; who, in addition, loads, drops and unloads malt from kilns, cleans furnaces as well as surrounding areas and who may be required to perform other general duties of an unskilled nature in maltings;

"maltings process labourer" means an employee who performs material handling duties in maltings as well as loading green malt kilns, emptying kilns and barley bins, filling and mass-measuring bags of dry malt, and cleaning silo and general work area;

"maltings shift overseer" means an employee who controls the operation of the maltings complex and is engaged in such duties as the supervision and training of staff, intake of barley, grading, steeping, germinating, kilning, roasting and despatching of malt, operating ammonia compressor and maintaining the required records;

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

"malt roast attendant" means an employee who operates the roasting machine to roast malt or barley, cools, bags, mass-measures and stacks malt or barley and performs all operations incidental thereto, and who, in addition, bags malt for despatch and cleans equipment and surrounding area;

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

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

"material handling overseer" means an employee who is engaged in controlling the operation of the empties warehouse complex, performing duties such as supervision, training of staff, organising material handling for the whole of the brewery; who checks the receipt and issuing of empties, controls the labour pool, keeps records and performs all other duties incidental thereto;

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

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

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

"palette labourer" means an employee who places palettes in position for stacking by distribution labourers, marks full palettes and clips the top cases together; who also counts and marks numbers on half palettes, sorts out mixed palettes, replaces bottles when broken and takes out cases to be repaired and who performs general cleaning duties in working areas;

"masjinis" 'n werknemer wat 'n diesellokomotief bedien wat gebruik word om spoorwaens op brouerypersele en spoorweg-rangegebied te verwyder; wat, waar nodig, olie-, brandstof- en waterpeile nagaan, minder belangrike herstelwerk en verstellings doen, en daarbenewens behulpsaam mag wees met die nagaan van inkomende goedere om toe te sien dat die korrekte hoeveelheid goedere gelewer word;

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

"mouterystoker" 'n werknemer wat met die hand die temperatuur van rookgas in 'n handgestookte oond reguleer deur die oondvure te maak en in stand te hou en deur die as te verwyder, en wat daarbenewens mout in droog-oonde laai, laat val en weer daaruit haal, sowel oonde as omliggende werkoppervlaktes skoonmaak, en van wie daar vereis kan word om ander algemene pligte van ongeskoolde aard in mouterye te verrig;

"mouteryprosesarbeider" 'n werknemer wat pligte in verband met die hantering van materiaal in mouterye verrig, groen-moutdroogende laai, droogende en garsblikke leegmaak, sakke met droë mout vul en die massa daarvan meet, en silo's en die algemene werkoppervlakte skoonmaak;

"mouteryskofopsigter" 'n werknemer wat die werksaamhede van die mouterykompleks beheer, pligte soos toesig hou oor en opleiding van personeel en inname van gars verrig, mout gradeer, week, laat ontkiem, in droogende plaas, brand en versend, die ammoniakkompressor bedien en die vereiste registers byhou;

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

"moutbrandmasjienbediener" 'n werknemer wat die brand-masjien bedien om mout of gars te brand, wat mout en gars verkoop, in sakke plaas, die massa daarvan meet, dit opstapel en alle werksaamhede in verband daarmee verrig en wat daarbenewens mout vir versending in sakke plaas, en uitrusting en die omliggende werkoppervlakte skoonmaak;

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

"spanleier by materiaalhantering" 'n werknemer wat alle tipes masjinerie en uitrusting laai, aflaai, vervoer en plaas, steiers oprig onder die regstreekse toesig van 'n ingenieur of gekwalifiseerde ambagsman soos in hierdie klousule omskryf, wat ook vurkhysskotte omruil en gate in die teerblad opvul, toesig hou en beheer uitoefen oor arbeiders wat materiaal hanteer, en pligte kan verrig in verband met die hantering van materiaal;

"opsigter oor materiaalhanteerders" 'n werknemer wat beheer uitoefen oor die werksaamhede van die leëhouers-pakhuiskompleks, wat pligte verrig soos toesig hou oor en opleiding van personeel, wat die materiaalhantering vir die hele brouery organiseer, die ontvangs en uitreiking van leë houers nagaan, en wat die arbeidspoel beheer, registers byhou en alle ander pligte in verband daarmee verrig;

"bode" 'n werknemer wat briewe, boodskappe of goedere te voet of met 'n fiets of driewieler aflewer of vervoer en daarbenewens tee of soortgelyke drankie maak en bedien, algemene skoonmaakpligte verrig, telefoonboodskappe neem, 'n stofsuier en vloerpoeler bedien en 'n kantoorafrol-masjien kan bedien;

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

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

"paletarbeider" 'n werknemer wat palette in posisie plaas gered om deur distribusiearbeiders opgestapel te word, wat vol palette merk en die boonste kiste aanmekeer knip, hoeveelhede in halfvol palette tel en daarop aanteken, gemengde palette sorteer, gebreke bottels vervang en kiste uithaal om herstel te word, en wat algemene skoonmaakpligte op die werkoppervlaktes verrig;

"pasteuriser packer" means an employee who packs bottles of beer from a conveyor into moving pasteuriser baskets, removes broken glass from baskets, rejects faulty bottles, attends to automatic counter and adjusts conveyor rails to take different sized bottles, and who also does general cleaning of conveyors and surrounding areas and directly assists the filler operator in cleaning filler and adapting it to different sized bottles;

"pasteuriser unpacker" means an employee who removes bottles from baskets in a moving conveyor and disposes of any broken bottles, who adjusts conveyor rails to different sized bottles, takes cullet to scales and cleans area around the pasteuriser discharge end;

"patrolman" means an employee who performs general security duties, checks vehicles, persons and goods going through the brewery gates, does security checks within the brewery, and performs any other duty related to the activities of brewery security;

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

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

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

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

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

"relief empties sighter" means an employee who is intermittently engaged in the following duties: Visually inspecting empty bottles on a moving conveyor and passing or rejecting them to a predetermined standard, operating the rinser and adjusting it to different sized bottles, adjusting guide rails and assisting the filler operator with re-setting of filler, keeping score of rejected bottles and performing cleaning duties on bottling unit and surrounding area;

"relief fulls sighter" means an employee who is intermittently engaged in the following duties: Visually inspecting full bottles on a moving conveyor and passing or rejecting them to a predetermined standard and, in addition, attending to the smooth operation of the bottle labelling machine and assisting the labeller operator when adapting the labeller and conveyor to different sized bottles, and also assisting with cleaning of equipment and surrounding area;

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

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

"senior maltings shift overseer" means an employee who is engaged in the control of the operation of the maltings complex, doing such duties as supervision and training of staff, including overseers, intake, grading, steeping, germinating, kilning, despatching of barley, operating ammonia compressor, keeping of required records and all operations incidental thereto, and who, in addition, maintains and services all running machinery in the maltings at Woodstock;

"pakker van pasteuriseerder" 'n werknemer wat bottels bier van 'n vervoerband in bewegende pasteuriseermantjies pak, gebreke glas uit mantjies verwyder en defekte bottels afkeur, die outomatiese telmasjien bedien en die relings van die vervoerband verstel vir bottels van verskillende groottes, wat algemene pligte in verband met die skoonmaak van vervoerbande en die omliggende werkoppervlakte verrig, en wat die vultoeistelbediener regstreeks behulpsaam is met die skoonmaak van die vultoeistel en die verstel daarvan vir bottels van verskillende groottes;

"uitpakker van pasteuriseerder" 'n werknemer wat bottels uit mantjies op 'n bewegende vervoerband verwyder, alle gebreke bottels wegruim, die relings van die vervoerband verstel vir bottels van verskillende groottes, afvalglas na die skaal neem en die werkoppervlakte rondom die afvoerkant van die pasteuriseerder skoonmaak;

"patrolleerder" 'n werknemer wat algemene veiligheidspligte verrig, voertuie, persone en goedere wat deur die brouery-hekke gaan, kontroleer, veiligheid in die brouery nagaan en alle ander pligte vervul wat met die veiligheid van die brouery in verband staan;

"proeftyd" 'n tydperk waarvoor tussen die werkgewer en die werknemer ooreengekom is, maar wat hoogstens ses weke duur, waarna enige werknemer wat tot 'n hoër graad werk bevorder is, na goeë dunde van of die werknemer of die werkgewer, na sy oorspronklike graad kan terugkeer sonder benadeling van enige van die partye;

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

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

"gekwalifiseerde werknemer", met betrekking tot werknemers graad 6 en 7, 'n werknemer met meer as twee jaar ondervinding; en met betrekking tot werknemers graad 8, 'n werknemer met meer as vier jaar ondervinding; en vir die doel van hierdie omskrywing beteken "ondervinding" alle bewese tydperke diens wat 'n werknemer van sy klas werk gehad het, hetsy in die Nywerheid of elders;

"aftapper" 'n werknemer wat belas is met die vervoer en behandeling van bier vanaf die gis- na die bergingskelders, wat bierhoofleidings en bierslange skoonmaak, gis uit giskuip dreineer, sorg dra dat opgaarkuip gereed is vir gebruik, wat die massa van behandelingsmiddel meet en byvoeg, die giskaart invul en enige ander pligte in verband daarmee verrig;

"aflosondersoeker van leë houers" 'n werknemer wat periodiek die volgende werksaamhede verrig: Leë bottels visueel op 'n bewegende vervoerband inspekteer en hulle volgens 'n vooraf bepaalde standaard goed- of afkeur, die uitspoeltoestel bedien en verstel vir bottels van verskillende groottes, leirelings verstel en die vultoeistelbediener behulpsaam is met die herstelling van die vultoeistel, aantekeninge hou van die getal afgekeurde bottels en skoonmaakpligte verrig by die botteleenheid en omliggende werkoppervlakte;

"aflosondersoeker van vol houers" 'n werknemer wat periodiek die volgende werksaamhede verrig: Vol bottels visueel op 'n bewegende vervoerband inspekteer en hulle volgens 'n vooraf bepaalde standaard goed- of afkeur, wat daarbeneuens toesien dat die botteletikettermasjien egalig werk, die etiketteermasjienbediener behulpsaam is wanneer hy die etiketteermasjien en vervoerband vir bottels van verskillende groottes verstel, en ook behulpsaam is met die skoonmaak van uitrustings en die omliggende werkoppervlakte;

"monsterversamelaar" 'n werknemer wat bier- en lugmonsters uit opgaartenks versamel, wat CO₂- en tenkdruklesings neem en aanteken, en van wie daar daarbeneuens vereis kan word om skoonmaakpligte te verrig en hulp van ongeskoolde aard in die kelders te verleen;

"veiligheidswag" 'n werknemer wat algemene veiligheidspligte verrig, voertuie, persone en goedere wat deur die brouery-hekke gaan, kontroleer, veiligheid in die brouery nagaan, alle ander pligte vervul wat met die werksaamhede van die brouery se veiligheid in verband staan en wat die brouery se veiligheidsopleidingsprogram met sukses voltooi het;

"senior mouteryskopsigter" 'n werknemer wat in beheer is van die werksaamhede van die mouterykompleks en pligte verrig soos toesig oor en opleiding van personeel, met inbegrip van opsigers, wat ook toesig hou oor die inname, graad, inwek, ontkieming, oondroog en versending van gars, die ammoniakkompressor bedien, die vereiste registers byhou en alle werksaamhede verrig wat daarmee gepaard gaan, en wat daarbeneuens alle lopende masjinerie in die moutery te Woodstock in stand hou en versien;

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

"shift" means any consecutive period of work subject to the provisions of clauses 7 and 11 of this Agreement in the course of a working day which has been set by the employer for the execution of all work activities delegated to an employee, but shall not be deemed to include any period of overtime as defined in clause 9 of this Agreement, subject further to the proviso that if a shift is worked falling on a Sunday or public holiday, the whole shift shall be deemed to have been worked on the calendar day on which the major portion of such shift falls;

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

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

"silo attendant" means an employee who is involved in the storage of barley accepted by the maltings shift overseer and, when instructed, transfers barley from one silo to another, screens and steeps barley, adds chemicals or fumigants for disinfection and is engaged on all operations incidental thereto; who also maintains all necessary stock records, and cleans all machinery, equipment and working area;

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

"steep tank attendant" means an employee who attends to the preparation of steeps by screening of barley, steeping it into pre-steeping tanks, pumping it from one steep tank to another, to the germinating drums, and finally loading the kilns with green malt; and who performs general cleaning duties in the steep tank room by cleaning tanks and surrounding area;

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

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

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

"temporary, unskilled operative" means an employee engaged in any Grade 1 or Grade 2 occupation for an unbroken period not exceeding 12 weeks;

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

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

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

"skofwerker" 'n werknemer uitgesonderd 'n patroleerder of 'n veiligheids wag, wat in een of meer van die volgende afdelings werk: Moutery-, brousaal-, giskelder- en opgaarkelder-, bottel-, pakhuis- en ingenieursafdeling wat almal afdelings is wat gemoeid is met deurlopende prosesse of anders by bedrywighede wat oor die grootste gedeelte van of oor die hele werkdag van 24 uur versprei is, sodat daar van werkers wat in enige van hierdie afdelings in diens is, vereis word om skofte te werk wat van agt tot nege uur lank is en wat op verskillende tye begin;

"rangeerder" 'n werknemer wat voor bewegende trokke loop om die weg te baan, wissels te verander, trokke te koppel en te ontkoppel, die remme aan te slaan en ander werksaamhede wat daarmee gepaard gaan te verrig, die laaiwerk vanuit die pakhuis op spoorwegtrokke en padmotordiensvragmotors nagaan en toesig hou oor die werk van die laaiers, en ook die lokomotiefeenheid skoonmaak en poleer, olie byvul en die battery volmaak;

"silowerker" 'n werknemer wat te doen het met die oerberging van die gars wat die mouteryskofopsigter ontvang het, gars oorplaas van een silo na 'n ander wanneer hy opdrag gegee word om dit te doen, asook gars deursif en inweek, chemikalieë of berokingsmiddels vir ontsmettingsdoeleindes byvoeg en alle werksaamhede verrig wat daarmee gepaard gaan, wat ook die nodige registers in verband met voorraad byhou, en al die masjinerie, uitrusting en die werkoppervlakte skoonmaak;

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

"inweektenwerker" 'n werknemer wat weekgars voorberei deur die gars deur te sif, in die voor-inweekten in te week, uit een inweekten in 'n ander te pomp, dan na die ontkiendromme en uiteindelik die drooggoonde met groenmout laai, en algemene skoonmaakwerk in die inweektenkamer verrig deur die tenks en omliggende werkoppervlakte skoon te maak;

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

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

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

"tydelike, ongeskoolde werksman" 'n werknemer wat vir 'n ononderbroke tydperk van hoogstens 12 weke graad 1- of graad 2-werksaamhede verrig;

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

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

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

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

"warehouse labourer" means an employee who is engaged in handling and other general activities in the warehouse, who stacks containers, makes up loads according to the instructions from the fulls checker by counting numbers of containers, placing and moving containers on conveyors which he has positioned in loading bay, and does general cleaning of working area, seals and date stamps cartons;

"warehouse loading hand" means an employee who supervises warehouse labourers, counts off total number of containers of different types of beer required for individual orders, and who may also be required to do painting in the warehouse and clean the working area;

"warehouse overseer" means an employee who is engaged in controlling the operation of the warehouse complex, performing duties such as supervision, training of staff, documentation, and record keeping, controlling stocks of beer, issuing and checking stocks, despatching samples and all other duties incidental thereto;

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

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

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

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

4. WAGES

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

	Per day R
Casual labourer.....	7,00
	Per week R
Temporary, unskilled operative.....	35,00
Grade 1:	
Canteen cleaner, distribution labourer, empties container loader, engine room cleaner, garden labourer, general pool labourer, material handling labourer, service labourer.....	37,00

"ongekwalifiseerde werknemer" met betrekking tot werknemers graad 6 en 7, 'n werknemer met minder as twee jaar ondervinding, en met betrekking tot werknemers graad 8, 'n werknemer met minder as vier jaar ondervinding; en vir die doel van hierdie omskrywing beteken "ondervinding" alle bewese tydperke diens wat 'n werknemer van sy klas werk gehad het, hetsy in die Nywerheid of elders;

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

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

"pakhuisarbeider" 'n werknemer wat hanteerwerk en ander algemene pligte in die pakhuis verrig, houers opstapel, vragte opmaak volgens opdrag van die nasiener van vol houers deur die houers te tel en die houers te plaas en te verskuif op vervoerders wat hy in die laaisone in posisie gestel het, algemene skoonmaakpligte by die werkoppervlakte verrig en kartonhouers verseël en datums daarop stempel;

"pakhuisspanleier" 'n werknemer wat toesig hou oor pakhuisarbeiders, die totale getal houers van verskillende tipes bier wat vir individuele bestellings vereis word, aftel, en van wie daar ook vereis kan word om die pakhuis te verf en die werkoppervlakte skoon te maak;

"pakhuisopsigter" 'n werknemer wat in beheer is van die werksaamhede van die pakhuiskompleks, pligte verrig soos toesig oor en opleiding van personeel, dokumentasie, aantekeninge byhou, voorrade bier kontroleer, voorrade uitreik en nagaan, monsters versend, en alle ander pligte in verband daarmee verrig;

"wastoestelwerker" 'n werknemer wat verseker dat die bottelwastoestel egalig werk deur dit, wanneer nodig, af en aan te skakel en dit te verstel vir bottels van verskillende groottes, beskadigde spuite te vervang, opgehoopde bottels te verwyder en alle werksaamhede te verrig wat daarmee gepaard gaan, en wat sowel die wastoestel as die werkoppervlakte skoonmaak en steriliseer;

"wastoestellaaier" 'n werknemer wat sorg dat daar 'n volgehoue toevoer van leë bottels na die bottelwastoestel is en ongeskikte bottels afkeur, bytsoda uit die dompelkompartemente aftap en terugpomp, en behulpsaam is met die algemene skoonmaak van die wastoestel en omliggende werkoppervlakte;

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

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

4. LONE

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

	Per dag R
Los werknemer.....	7,00
	Per week R
Tydlike, ongeskoolde werksman.....	35,00
Graad 1:	
Eetlokaalskoonmaker, distribusiearbeider, laaier van leë houers, enjinkamerskoonmaker, tuinarbeider, algemene poelarbeider, arbeider wat materiaal hanteer, diensarbeider.....	37,00

	Per week R		Per week R
Grade 2:		Graad 2:	
Artisan's labourer, bottling relief labourer, brewhouse labourer, canning relief labourer, cellar labourer, drum room labourer, fermenting process labourer, fulls packer, furnace labourer, lawn mower operator, maltings process labourer, palette labourer, pasteuriser packer, pasteuriser unpacker, unsrambler, warehouse labourer, washer loader, boiler-house labourer.....	38,50	Ambagsman se arbeider, bottelaflosarbeider, broueryarbeider, inblikaflosarbeider, kelderarbeider, dromkamerarbeider, gisprosesarbeider, verpakker van vol houers, oondarbeider, bediener van grassnymasjien, mouteryprosesarbeider, paletarbeider, pakker van pasteuriseerder, uitpakker van pasteuriseerder, blikman, pakhuisarbeider, wastoestel-laaier, ketelhuisarbeider.....	38,50
Grade 3:		Graad 3:	
Boiler cleaner, boiler fireman, greaser, brush hand, carton stitcher/seamstress, cellar process labourer, cook, distribution leading hand, drain cleaner, empties container inspector, engineering handyman, label addresser, maltings fireman, malt roast attendant, material handling leading hand, messenger, pulp washer and presser, relief empties sighter, relief fulls sighter, samples collector, steep tank attendant, stores labourer, warehouse leading hand, washer attendant.....	41,50	Ketelskoonmaker, ketelstoker, smeerder, grofskilder, kartonstikker/-naaister, kelderprosesarbeider, kok, distribusiespanleier, rioolskoonmaker, inspekteur van leë houers, ingenieursfaktotum, etiket-adresseerder, mouterystoker, moutbrandmasjienbediener, spanleier by materiaalhantering, bode, pulp-wasser en -perser, aflosondersoeker van leë houers, aflosondersoeker van vol houers, monsterversamelaar, inweektenkwerker, magasynarbeider, pakhuis-spanleier, wastoestelwerker.....	41,50
Grade 3A:		Graad 3A:	
Patrolman (for 54 hour week).....	49,80	Patrolleerder (vir werkweek van 54 uur).....	49,80
Grade 4:		Graad 4:	
Artisan's aid, brewery plant attendant, brewhouse process attendant, canteen leading hand, carry pack wrapping machine operator, cellar process attendant, fermenting process attendant, fork-lift truck driver, garage attendant, gardener, labeller operator, malt mill operator, silo attendant, shunter, tank changer, yeast handler.....	44,00	Ambagsman se assistent, broueryinstallasiewerker, broueryproseswerker, eetlokaalspanleier, bediener van draverpakkingsmasjien, kelderproseswerker, gisproseswerker, vrkhysswadywer, garagewerker, tuinier, etiketteermasjienbediener, moutmeulbediener, silowerker, rangeerder, tenkwisselaar, gishanteerder.....	44,00
Grade 5:		Graad 5:	
Can filler operator, delivery attendant, duty driver, empties checker, filler operator, handyman electrician, laboratory assistant, leading brush hand, locomotive driver, racking operator, storeman....	50,00	Blikvullerbediener, afleweringswerker, diensdrywer, nasiener van leë houers, vultoeselbediener, faktotumelektrisiën, laboratoriumassistent, hoofgrofskilder, masjinis, aftapper, magasynman.....	50,00
Grade 5A:		Graad 5A:	
Security guard (for 54 hour week).....	60,00	Veiligheidswag (vir werkweek van 54 uur).....	60,00
Grade 6:		Graad 6:	
Engineering services overseer, filtration operator, garage handyman, handyman carpenter:		Opsigter oor ingenieursdienste, filterbediener, garagefaktotum, faktotumskrynerwerker:	
Unqualified—		Ongekwalifiseerd—	
during first year of experience.....	56,00	gedurende eerste jaar ondervinding.....	56,00
during second year of experience.....	58,00	gedurende tweede jaar ondervinding.....	58,00
Qualified.....	61,00	Gekwalifiseerd.....	61,00
Grade 7:		Graad 7:	
Fulls checker, senior maltings shift overseer, licensed trade motor vehicle driver:		Nasiener van vol houers, senior mouteryskofopsigter, gelisensieerde handelsmotorvoertuigdrywer:	
Unqualified—		Ongekwalifiseerd—	
during first year of experience.....	65,00	gedurende eerstejaar ondervinding.....	65,00
during second year of experience.....	67,00	gedurende tweede jaar ondervinding.....	67,00
Qualified.....	70,00	Gekwalifiseerd.....	70,00
Grade 8:		Graad 8:	
Bottling line overseer, brewhouse shift overseer, cellar overseer, fermenting room overseer, material handling overseer, warehouse overseer:		Bottelbaanopsigter, broueryskofopsigter, kelderopsigter, giskameropsigter, opsigter oor materiaal-hanteerders, pakhuisopsigter:	
Unqualified—		Ongekwalifiseerd—	
during first year of experience.....	74,00	gedurende eerste jaar ondervinding.....	74,00
during second year of experience.....	77,00	gedurende tweede jaar ondervinding.....	77,00
during third year of experience.....	80,00	gedurende derde jaar ondervinding.....	80,00
during fourth year of experience.....	85,00	gedurende vierde jaar ondervinding.....	85,00
Qualified.....	90,00	Gekwalifiseerd.....	90,00

(2) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee at the date on which this Agreement comes into operation. This provision shall also apply to any employee whose services are terminated by an employer after the date of coming into operation of this Agreement and who is re-engaged by such employer in the same capacity. For the purposes of this subclause, the expression "this Agreement" includes any amendments thereto.

(3) No temporary, unskilled operative shall be re-engaged as a temporary, unskilled operative by the same employer within a period of 12 weeks from the date of termination of the employee's service.

(2) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder nie. Hierdie bepaling is ook van toepassing op 'n werknemer wie se diens deur 'n werkgever beëindig word ná die datum van inwerkingtreding van hierdie Ooreenkoms en wat weer deur sodanige werkgever in dieselfde hoedanigheid in diens geneem word. Vir die toepassing van hierdie subklousule omvat die uitdrukking "hierdie Ooreenkoms" ook alle wysigings daarvan.

(3) Geen tydelike, ongeskoolde werksman mag binne 'n tydskedule van 12 weke vanaf die datum waarop sy diens beëindig is weer deur dieselfde werkgever as tydelike, ongeskoolde werksman in diens geneem word nie.

5. LONG SERVICE ALLOWANCE

In addition to the wage prescribed in clause 4 of this Agreement, every employee engaged in an occupation detailed in clause 4 as Grades 1 to 5 inclusive and defined in clause 3 of this Agreement, shall be entitled to and shall be paid a long service allowance subject to the following conditions:

- (1) After five years' continuous service with the same employer, an allowance of R1,50 per week;
- (2) after every five years of additional service with the same employer, an allowance of an additional 50c per week.

6. PAYMENT OF EARNINGS

(1) Other than in the case of a casual employee, who shall be paid the total remuneration due to him on termination of employment, or after three days of employment, whichever occurs first, wages, overtime, and any additional allowance shall be paid in cash weekly, or on termination of employment if this takes place before the ordinary pay-day of the establishment and shall be contained in an envelope or other container showing on the outside or by means of a slip contained therein, the employee's name, his occupation, his wage grade as detailed in clause 4, subject to the provisions of clauses 3 and 8, and together with particulars of the amount due to the employee in wages, additional allowances, overtime, and of any deductions made therefrom, and the period for which payment is being made.

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

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

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

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

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

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

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

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

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

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

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

5. LANGDIENSTOELAE

Benewens die loon wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word, is elke werknemer in 'n beroep in klousule 4 as graad 1 tot en met 5 vermeld en in klousule 3 van hierdie Ooreenkoms omskryf, geregtig op 'n toelae vir lang diens, en moet sodanige toelae behoudens die volgende voorwaardes aan hom betaal word:

- (1) Na vyf jaar ononderbroke diens by dieselfde werkgever, 'n toelae van R1,50 per week;
- (2) na elke vyf jaar bykomende diens by dieselfde werkgever, 'n toelae van nog 50c per week.

6. BETALING VAN VERDIENSTE

(1) Uitgesonderd in die geval van 'n los werknemer aan wie die volle besoldiging aan hom verskuldig by diensbeëindiging of na drie dae diens, na gelang van die vroegste datum, betaal moet word, moet lone, oortyd- en alle addisionele toelae wekeliks in kontant betaal word of by diensbeëindiging indien dit voor die gebruikelike betaaldag van die bedryfsinrigting plaasvind, en moet dit in 'n koevert of ander houër wees wat buite-op of op 'n strokie daarin die volgende besonderhede aantoon: Die werknemer se naam, sy beroep, sy loongraad soos in klousule 4 uiteengesit, behoudens klousule 3 en 8, saam met besonderhede van die bedrag aan die werknemer verskuldig aan loon, bykomende toelae, oortyd, en van alle bedrae wat daarvan afgetrek word en die tydperk waarvoor betaling geskied.

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

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

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

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

(c) heffings ingevolge klousule 15 van hierdie Ooreenkoms;

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

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

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

(g) met die skriftelike toestemming van die werknemer en na goedvinde van die werkgever, wekelikse aftrekkings om die maandelikse huur te betaal van 'n huis wat die werknemer huur. Met dien verstande dat dié bedrae hoogstens een vyfde is van die totale vergoeding wat aan die einde van elke werkweek aan die werknemer verskuldig is;

(h) 'n bedrag vir alle geld deur die werkgever aan sy werknemer geleen: Met dien verstande dat dié bedrae, indien dit op 'n wekelikse basis afgetrek word, hoogstens een derde is van die totale besoldiging aan die einde van die werkweek aan sodanige werknemer verskuldig. (Ingeval 'n werknemer sy diens by die maatskappy beëindig, verval hierdie subklousule en sal die werkgever die reg verleen word om die volle saldo van die geld wat aan die werknemer geleen is, af te trek.);

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

7. HOURS OF WORK

(1) (a) The ordinary hours of work of an employee, other than a continuous shift worker, patrolman or an employee engaged in the bottling, canning, warehousing and distribution of beer, or of an employee employed in the bottling hall quality control laboratory, shall not exceed nine hours per day from Monday to Friday or a total of 45 hours in any week.

(b) The ordinary hours of work of an employee engaged in the bottling, canning, warehousing and distribution of beer, or an employee employed in the bottling hall quality control laboratory shall not exceed 11 hours per day from Monday to Friday or a total of 45 hours per week: Provided that an employee engaged in the distribution of beer shall not be required to commence his normal hours of work after 09h00 and any work performed by such an employee before 07h00 or after 19h00 shall be treated as overtime.

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

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

(4) No employees, other than a shift worker engaged in a continuous shift, a driver of a licensed trade motor vehicle, a delivery attendant, a distribution labourer, security guard and patrolman, shall work for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this subclause periods of work interrupted by an interval of less than 30 minutes shall be deemed to be continuous.

(5) Every shift worker engaged in a continuous shift shall be given an opportunity of partaking of food and such period shall be counted as time worked.

(6) Notwithstanding anything to the contrary in this clause, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day, except that an employee who works a five-day week may work up to four hours overtime on a Saturday but so that 10 hours are not exceeded in such week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

8. DIFFERENTIAL RATES AND OTHER CONDITIONS

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

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

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

7. WERKURE

(1) (a) Die gewone werkure van 'n werknemer, uitgesonderd 'n ononderbroke skofwerker, patroleerder of 'n werknemer wat bier bottel, inblik, in 'n pakhuis opberg en versprei of van 'n werknemer wat in 'n bottelsaal se gehaltebeheerlaboratorium werk, mag hoogstens nege uur per dag van Maandag tot Vrydag of altesaam 45 uur per week beloop.

(b) Die gewone werkure van 'n werknemer wat bier bottel, inblik, in 'n pakhuis opberg en versprei of van 'n werknemer wat in 'n bottelsaal se gehaltebeheerlaboratorium werk, mag hoogstens 11 uur per dag van Maandag tot Vrydag of altesaam 45 uur per week beloop: Met dien verstande dat van 'n werknemer wat bier versprei nie vereis mag word om met sy gewone werkure ná 09h00 te begin nie, en alle werk wat so 'n werknemer voor 07h00 en ná 19h00 verrig, moet as oortydwerk beskou word.

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

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

(4) Geen werknemer, uitgesonderd 'n skofwerker wat 'n deurlopende skof werk, 'n gelisensieerde handelsmotorvoertuig-drywer, 'n afleweringswerker en 'n distribusiearbeider, 'n veiligheids wag en patroleerder mag langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur werk nie: Met dien verstande dat vir die toepassing van hierdie subklousule werktydperke onderbreek deur 'n pouse van korter as 30 minute geag word ononderbroke te wees.

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

(6) Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) op meer as vyf dae per week ná 13h00 te werk nie;

(c) langer as twee uur op 'n dag oortyd te werk nie, behalwe dat 'n werknemer met 'n werkweek van vyf dae op 'n Saterdag tot vier uur oortyd kan werk, maar dan so dat daar in sodanige week nie meer as 10 uur oortyd gewerk word nie;

(d) op meer as drie agtereenvolgende dae in 'n week oortyd te werk nie;

(e) op meer as 60 dae in 'n jaar oortyd te werk nie;

(f) na voltooiing van haar gewone werkure langer as een uur op 'n dag oortyd te werk nie, tensy hy—

(i) sodanige werknemer voor die middag daarvan in kennis gestel het; of

(ii) sodanige werknemer van 'n behoorlike maaltyd voorsien en haar genoeg tyd toegelaat het om dit te nuttig voordat sy met oortydwerk moet begin; of

(iii) sodanige werknemer minstens 25c betaal het en genoeg tyd toegelaat het om haar in staat te stel om 'n maaltyd te bekom en te nuttig voordat die oortydwerk moet begin.

(7) Behoudens subklousules (4) en (6), moet alle werkure agtereenvolgend wees.

8. DIFFERENSIËLE LONE EN ANDER VOORWAARDES

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

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

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

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

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

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

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

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

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

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

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

(2) (a) Time and a half of the employee's normal weekly wage excluding long service allowance, shift allowance and any other special allowance, divided by 45, shall be paid for every hour or part of an hour overtime worked by an employee.

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

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

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

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

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

10. EMERGENCY WORK

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

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

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

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

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

(iii) indien die werkgever in 'n besondere geval na afloop van een derde van die betrokke maksimum opleidings-tydperk van mening is dat die betrokke werknemer nie sy pligte bevredigend uitvoer nie, hy die werknemer hiervan in kennis moet stel, en indien die werkgever na afloop van twee derdes van die betrokke maksimum opleidings-tydperk van mening is dat die werknemer nog steeds sy werk onbevredigend verrig, die opleiding van genoemde werknemer onmiddellik gestaak moet word en daar nie daarna van genoemde werknemer vereis of hy nie toegelaat kan word nie om as plaasvervanger op te tree vir 'n werknemer wie se pligte enige van dié pligte insluit by die uitvoering waarvan genoemde werknemer opleiding soos voorheen genoem ondergaan het.

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

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

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

(2) (a) 'n Werknemer moet vir elke uur of gedeelte van 'n uur oortyd gewerk anderhalf maal sy gewone weekloon, uitgesonderd langdiens- en skoftoelaes en alle ander spesiale toelaes, gedeel deur 45, betaal word.

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

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

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

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

(b) Subklousule (3) (a) is nie op 'n skofwerker wat 'n deurlopende skof werk, 'n patroleerder of 'n veiligheidsag van toepassing nie.

10. NOODWERK

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

11. PROVISIONS FOR SHIFT WORKERS

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

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

(3) A shift allowance shall be paid to shift workers, subject to the following provisions:

(a) Workers not on a continuous shift basis—

(i) if the major portion of the shift worked by any of the said employees falls between the hours of 22h00 and 06h00, a night shift allowance comprising 8 per cent of the wage prescribed for his occupation in clause 4, divided by six;

(ii) if the major portion of the shift worked by any of the said employees falls after 17h30, an afternoon shift allowance comprising 4 per cent of the wage prescribed for his occupation in clause 4 divided by six;

(b) shift workers engaged on a continuous shift basis, irrespective of whether morning, afternoon or night shifts are worked, a shift allowance of—

R0,70 per shift: Grades 1 to 3;

R0,85 per shift: Grades 4 and 5;

R1,00 per shift: Grade 6;

R1,25 per shift: Grade 7;

R1,55 per shift: Grade 8.

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

12. PROVISIONS FOR LEAVE

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

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

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

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

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

11. BEPALINGS VIR SKOFWERKERS

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

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

(3) 'n Skoftoelae moet, behoudens die volgende bepalings, aan skofwerkers betaal word:

(a) Werkers wat nie op 'n deurlopende skofbasis werk nie—

(i) as die grootste gedeelte van die skof deur enige van genoemde werknemers gewerk, tussen 22h00 en 06h00 val, 'n nagskoftoelae van 8 persent van die loon in klousule 4 vir sy beroep bepaal, gedeel deur ses;

(ii) as die grootste gedeelte van die skof deur enige van genoemde werknemers gewerk, na 17h30 val, 'n namiddag-skoftoelae van 4 persent van die loon in klousule 4 vir sy beroep bepaal, gedeel deur ses;

(b) skofwerkers wat op 'n deurlopende skofbasis werk, ongeag of dit oggend-, namiddag, of nagskifte is wat gewerk word, 'n skoftoelae van—

R0,70 per skof: Graad 1 tot 3;

R0,85 per skof: Graad 4 en 5;

R1,00 per skof: Graad 6;

R1,25 per skof: Graad 7;

R1,55 per skof: Graad 8.

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

12. VERLOFBEPALINGS

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

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

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

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

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

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

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

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

(h) Any period during which an employee—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Alle tydperke waartydens 'n werknemer—

(i) ooreenkomstig dié klousule met verlof is; of

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

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

(iv) as gevolg van siekte van sy werk afwesig is ooreenkomstig subklousule (3) van dié klousule;

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

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

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

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

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

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

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

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

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

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

(See Table I and Table II.)

TABLE I
CLAUSE 12 (2): ANNUAL LEAVE

	Number of working days' leave per annum	
	Five-day week employees	Six-day week employees
Grades 1 to 4 employees:		
After the first year of <i>continuous</i> employment with the same employer.....	10	12
After 10 years of <i>continuous</i> employment with the same employer.....	15	18
Grade 5 employees:		
After the first year of <i>continuous</i> employment with the same employer.....	10	12
After five years of <i>continuous</i> employment with the same employer.....	15	18
Grades 6 to 8 employees:		
After the first year of <i>continuous</i> employment with the same employer.....	15	18
After 10 years of <i>continuous</i> employment with the same employer.....	20	24

TABLE II

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

	Payment in lieu of leave for five- and six-day week employees
Grades 1 to 4 employees:	
During the first 10 years of <i>continuous</i> employment with the same employer	One day's pay for every completed month's service.
Thereafter.....	One-quarter of the weekly wage prescribed in clause 4 for every completed four weeks' service.
Grade 5 employees:	
During the first five years of <i>continuous</i> employment with the same employer	One day's pay for every completed month's service.
Thereafter.....	One-quarter of the weekly wage prescribed in clause 4 for every completed four weeks' service.
Grades 6 to 8 employees:	
During the first 10 years of <i>continuous</i> employment with the same employer	One-quarter of the weekly wage prescribed in clause 4 for every completed four weeks' service.
Thereafter.....	One and a half days' pay for every four weeks' service.

13. TERMINATION OF EMPLOYMENT

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

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

(Kyk Tabel I en Tabel II.)

TABEL I
KLOUSULE 12 (2): JAARLIKSE VERLOF

	Aantal werkdagse verlof per jaar	
	Werknemers met 'n werkweek van vyf dae	Werknemers met 'n werkweek van ses dae
Werknemers, graad 1 tot 4:		
Na die eerste jaar <i>ononderbroke</i> diens by dieselfde werkgever...	10	12
Na 10 jaar <i>ononderbroke</i> diens by dieselfde werkgever.....	15	18
Werknemers graad 5:		
Na die eerste jaar <i>ononderbroke</i> diens by dieselfde werkgever...	10	12
Na vyf jaar <i>ononderbroke</i> diens by dieselfde werkgever.....	15	18
Werknemers, graad 6 tot 8:		
Na die eerste jaar <i>ononderbroke</i> diens by dieselfde werkgever...	15	18
Na 10 jaar <i>ononderbroke</i> diens by dieselfde werkgever.....	20	24

TABEL II

KLOUSULE 12 (2): BETALINGS IN PLAAS VAN VERLOF VIR WERKNEMERS WAT DIE WERKGEWER SE DIENS VERLAAT

	Betaling in plaas van verlof vir werknemers met 'n werkweek van vyf en ses dae
Werknemers, graad 1 tot 4:	
Gedurende die eerste 10 jaar <i>ononderbroke</i> diens by dieselfde werkgever	Een dag se betaling vir elke voltooide maand diens.
Daarna.....	Een kwart van die weekloon in klousule 4 voorgeskryf vir elke voltooide vier weke diens.
Werknemers graad 5:	
Gedurende die eerste vyf jaar <i>ononderbroke</i> diens by dieselfde werkgever	Een dag se betaling vir elke voltooide maand diens.
Daarna.....	Een kwart van die weekloon in klousule 4 voorgeskryf vir elke voltooide vier weke diens.
Werknemers graad 6 tot 8:	
Gedurende die eerste 10 jaar <i>ononderbroke</i> diens by dieselfde werkgever	Een kwart van die weekloon in klousule 4 voorgeskryf vir elke voltooide vier weke diens.
Daarna.....	Een en 'n halwe dag se betaling vir elke vier weke diens.

13. DIENSBEÏNDIGING

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

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

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

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

(c) this subclause shall not effect—

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

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

(iii) casual employees.

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

(a) duration of service; and

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

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

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 as sufficient reason.

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

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

(a) full name of person concerned;

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

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

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

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

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

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

15. EXPENSES OF COUNCIL

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

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

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

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

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

(c) hierdie subklousule nie die volgende raak nie:

(i) Enige ooreenkoms tussen 'n werkgewer en werknemer wat vir 'n langer tydperk van diensopsegging voorsiening maak; of

(ii) die reg van 'n werkgewer of werknemer om die dienskontrak om enige regsgeldige rede sonder kennisgewing te beëindig; of

(iii) los werknemers.

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

(a) Duur van diens tydperk; en

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

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

14. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk waartydens sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit goedvind, nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, enige vrystellingsertifikaat kan intrek, ongeag of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

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

(a) Volle naam van betrokke persoon;

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

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

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

(4) Die Sekretaris van die Raad moet—

(a) alle uitgereikte sertifikate in volgorde nommer;

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

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

15. UITGAWES VAN DIE RAAD

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

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

16. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

17. INTERPRETATION OF AGREEMENT

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

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

18. EXHIBITION OF AGREEMENT

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

19. AGENTS

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

20. EMPLOYMENT OF JUVENILES

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

21. PROVISIONS FOR JOB DEFINITION AND JOB RE-DEFINITION

(1) Notwithstanding anything to the contrary contained in this Agreement, it shall be competent for an employer to re-define any particular job or to change the title of any job or the content of the duties and activities pertaining to such a job, subject however to the proviso that the wage rate applicable to any job, the content of which has been changed as aforesaid, shall be commensurate with the duties and activities pertaining to the job as changed and shall have been agreed upon by the Council.

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

(3) Changes in terms of subclauses (1) and (2) will become operative after they have been published by the Minister in terms of the Act, as an amending Agreement to this current Agreement.

Signed at Cape Town this 10th day of August 1979.

J. HORNER, Chairman.

B. G. WALTERS, Vice-Chairman.

J. D. F. COLINESE, Secretary.

16. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

17. VERTOLKING VAN OOREENKOMS

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

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

18. VERTONING VAN OOREENKOMS

Elke werkgever moet op 'n opvallende plek in sy bedryfs- inrigting, wat vir sy werknemers maklik toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale, en in die vorm soos voorgeskryf in die regulasies kragtens die Wet, aanbring en aangebring hou.

19. AGENTE

Die Raad moet een of meer bepaalde persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms, en dit is die plig van elke werkgever en elke werknemer om sodanige agente toe te laat om dié navraag te doen en dié boeke en/of dokumente te ondersoek en om dié persone te ondervra wat vir hierdie doel nodig mag wees.

20. INDIENSNEMING VAN JEUGDIGES

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

21. BEPALINGS VIR WERKOMSKRYWING EN HEROMSKRYWING VAN WERK

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

(2) 'n Werkgever is voorts bevoeg om die omvang van nuwe soorte werk waarvan nie tans in die Ooreenkoms melding gemaak word nie, te omskryf, en vir die toepassing van klousule 4 te gradeer: Met dien verstande dat die loonskaal wat daarop van toepassing is, in verhouding moet wees tot die pligte en werksaamhede daaraan verbonde, en dat die Raad so 'n stap goedgekeur het.

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

Namens die partye op hede die 10de dag van Augustus 1979 te Kaapstad onderteken.

J. HORNER, Voorsitter;

B. G. WALTERS, Ondervoorsitter.

J. D. F. COLINESE, Sekretaris;

ANNEXURE A

THE INDUSTRIAL COUNCIL FOR THE BREWING
INDUSTRY (CAPE TOWN)

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

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

19

Dear Sir,

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

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

Name of firm.....

Address.....

Number of employees	Date
.....for the week ending.....	
.....for the week ending.....	
.....for the week ending.....	
.....for the week ending.....	
.....for the week ending.....	

Total No. employees.....at 4 cents per week R.....

ADD

Employer's contribution of 4 cents per em-
ployee per week.....R.....

R.....

Yours faithfully

(Signature)

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

No. R. 2591

23 November 1979

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941

BREWING INDUSTRY, CAPE TOWN

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. 2590 of 23 November 1979,
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.

AANHANGSEL A

DIE NYWERHEIDSRAAD VIR DIE BROUNYWERHEID
(KAAPSTAD)

Vyfte Verdieping
Broadway Industries Centre
Heerengracht, Strand
Kaapstad, 8000

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

19

Geagte Heer,

MAANDELIKSE OPGAWE VAN NYWERHEIDSRAADHEF-
FINGS INGEVOLGE KLUSULE 15 VAN DIE OOREENKOMS

Ek sluit die bedrag van R.....in wat die Nywerheids-
raadheffings is vir die maand wat eindig op.....19.....

Naam van firma.....

Adres.....

Getal werknemers	Datum
.....vir die week wat eindig op.....	
.....vir die week wat eindig op.....	
.....vir die week wat eindig op.....	
.....vir die week wat eindig op.....	
.....vir die week wat eindig op.....	

Totale getal werknemers.....teen 4 sent per week R.....

PLUS

Werkgewer se bydrae van 4 sent per werk-
nemer per week.....R.....

R.....

Die uwe,

(Handtekening)

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

No. R. 2591

23 November 1979

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

BROUNYWERHEID, KAAPSTAD

Ek, Stephanus Petrus Botha, Minister van Manne-
kragbenutting, verklaar hierby, kragtens artikel 22 (1)
van die Wet op Fabriek, Masjinerie en Bouwerk, 1941,
dat die bepalings van die Ooreenkoms en kennisgewing
in verband met die Brounywerheid, gepubliseer by
Goewermentskennisgewing R. 2590 van 23 November
1979, oor die algemeen vir werknemers 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 desbetref-
fende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

Technical Dictionaries

Compiled by the TERMINOLOGY BUREAU, Department of National Education and obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town. Add 4% Sales Tax on all inland prices.

Saamgestel deur die VAKTAALBURO, Departement van Nasionale Opvoeding en verkrygbaar by die STAATSDRUKKER, Pretoria en Kaapstad. Voeg 4% Verkoopbelasting by alle binnelandse pryse.

- **BASKETBALL, KORFBAL, NETBALL (1975)**
Compiled in collaboration with the Co-ordinating Terminology Committee for Sport
43 pp; soft cover
3 000 terms: Eng.-Afr., Afr.-Eng.
Price R1,90, abroad R2,40, post free.
- **DICTIONARY OF EMBROIDERY (1972)**
Compiled by the Homecraft Terminology Committee
394 pp, 31 pp illustrations; hard cover
9 600 terms: Eng.-Afr., Afr.-Eng.
Price R2,95, abroad R2,95, post free.
- **HAIRDRESSING TERMS (1971)**
Compiled by the Education Terminology Committee
309pp; soft cover
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Contents: Beauty culture, Cosmetology, Dermatology, Hairdressing laboratory work, Manicuring, Physiology and hygiene, Salon science, Trichology
Price R2,80, abroad R3,50, post free.
- **HANDWORK DICTIONARY (1977)**
Compiled in collaboration with the Family Education and Homemaking Section
471 pp; soft cover
19 400 terms: Eng.-Afr., Afr.-Eng.
Contents: Knitting, Crochet, Knotting (incl. macramé, tatting, netting, sprang), Lacework
Price R4,35, abroad R5,45, post free.
- **MILLINERY TERMS (1970)**
Compiled by the Homecraft Terminology Committee
56 pp; soft cover
4 000 terms: Eng.-Afr., Afr.-Eng.
Price 90c, post free.
- **HOCKEY TERMS (1972)**
Compiled by the Co-ordinating Terminology Committee for Sport
60 pp; soft cover, pocket size
1 500 terms: Eng.-Afr.
Price 90c, post free.
- **HOTEL RECEPTION TERMS (1978)**
104 pp; soft cover
4 000 terms: Eng.-Afr., Afr.-Eng., and a List of Expressions
Price R2,55, abroad R3,15, post free.
- **HOME ECONOMICS DICTIONARY (third, revised edition 1975)**
Compiled by the Editorial Committee (Home Economics)
398 pp; hard cover
31 000 terms: Eng.-Afr., Afr.-Eng.
Contents: Freezing, Cookery, Menus, Dietics, Housewifery, Household appliances, Furniture, Cosmetics, Home nursing
Price R5,50, abroad R6,90, post free.

Vakwoordeboeke

- **BASKETBAL, KORFBAL, NETBAL (1975)**
Saamgestel met medewerking van die Koördinerende Vaktaalraad vir Sport
43 pp; sagte band
3 000 terme: Eng.-Afr., Afr.-Eng.
Prys R1,90, buitelandse R2,40, posvry.
- **BORDUURWOORDEBOEK (1972)**
Saamgestel deur die Huisvlyttaalkomitee
394 pp, 31 pp illustrasies; harde band
9 600 terme: Eng.-Afr., Afr.-Eng.
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