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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 807.] [17 April 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

BREWING INDUSTRY, WITWATERSRAND.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement, which appears in the Schedule hereto and which relates to the Brewing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 18 (inclusive) and 20 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs and that portion of the Magisterial District of Randfontein which, prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, but excluding the farm Holfontein No. 17; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs and that portion of the Magisterial District of Randfontein which, prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, but excluding the farm Holfontein No. 17, and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 3 to 17 (inclusive) and 20 of the said Agreement, shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

GOEWERMEMENTSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 807.] [17 April 1953.
NYWERHEID-VERSOENINGSWET, 1937.

BROUERSNYWERHEID, WITWATERSRAND.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat op die Brouersnywerheid betrekking het, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging van genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 18 en 20 van genoemde ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs en die gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermementskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat bepalings vervat in klousules 3 tot en met 17 en 20 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, in die magistraatsdistrikte Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs en daardie gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermementskennisgewing No. 2546 van 5 Desember 1947 binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid, wat nie by die woordoms krywing van die uitdrukking "werknemer", vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BREWING
INDUSTRY, WITWATERSRAND.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, 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

Witwatersrand Brewery Employees' Union

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers who are members of the employers' organisation and by all employees who are members of the trade union and for whom wages are prescribed in clause 4 hereof, in the Magisterial Districts of Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs and that portion of the Magisterial District of Randfontein which prior to the publication of Government Notice No. 2546 of the 5th December, 1947, fell within the Magisterial District of Krugersdorp, but excluding the farm Holfontein No. 17.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act, and shall remain in force for two years 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, 1937, shall have the same meanings as in the Act; any reference to an Act shall include any amendment to 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, 1937;

"adult" means an employee of the age of 22 years or over;

"Brewing Industry" and "Industry" means, without in any way limiting the ordinary meaning of the expressions, the industry carried on in establishments engaged in brewing malt liquor in terms of the Liquor Act, 1928, and/or the manufacture of malt in connection with the brewing of malt liquor;

"Council" means the Industrial Council for the Brewing Industry, Witwatersrand, registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of section nineteen of the Act;

"establishment" means any place in which two or more employees are engaged in the Brewing Industry;

"hourly rate" means the weekly wage prescribed in this Agreement divided by 46;

"juvenile" means an employee under the age of 22 years;

"learner" means an employee engaged to learn any of the occupations for which leadership conditions are laid down;

"shiftnan" means an employee who is engaged on continuous processes in shifts of eight hours each in the following departments of any establishment—

refrigeration, engine room, boiler room, brewing and fermenting department and maltings;

"wage" means a weekly wage;

"experience" means the total length of employment an employee has had in the Brewing Industry.

4. WAGES.

Subject to the provisions of clause 5 hereof, the minimum wages that shall be paid per week to the undermentioned classes of employees shall be as follows—

	Per Week.		
	£	s.	d.
(a) Cooper	10	0	0
(b) Malthouseman, brewhouseman, fermenting room man, cellarman, racking-room man, dispatcher, bottle-store second man in charge	7	0	0
(c) Assistant dispatcher	6	5	0
(d) (i) Drivers of tractor-trailers (15 tonners)	7	10	0
(ii) Steam wagon driver	7	10	0

Provided that an additional 2s. 6d. per day shall be paid for each day on which a steam wagon driver is engaged on a trip embracing Randfontein and/or Springs, and provided further that an additional 1s. per day shall be paid to such driver for each day he is required to attend to fires.

(e) Private trade driver (trolley or motor)—

for the first six months of experience	5	5	0
for the second six months of experience	5	10	0
for the third six months of experience	5	15	0
for the fourth six months of experience	6	0	0
thereafter	6	10	0

BYLAE.

NYWERHEIDSRAAD VIR DIE BROUERSNYWERHEID,
WITWATERSRAND.

OOREENKOMS

ingevoelge die Nywerheid-versoeningswet, 1937, gesluit tussen die

„South African Brewing Industry Association”

(hierna „die werkgewers” of „die werkgewersorganisasie” genoem) aan die een kant en die

„Witwatersrand Brewery Employees' Union”

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

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

1. TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede is van die werkgewersorganisasie en alle werknemers wat lede is van die vakvereniging en vir wie lone in klousule 4 hiervan voorgeskryf word, in die magistraatsdistrikte Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs en die gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermementskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat ingevoelge artikel agt-en-veertig van die Wet deur die Minister van Arbeid vasgestel word en bly van krag vir twee jaar of vir 'n termyn wat hy vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in die Wet; alle verwysings na 'n wet omvat wysigings van die wet en tensy die teenoorgestelde bedoeeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„volwassene”, 'n werknemer van 22 jaar of ouer;

„brouersnywerheid” en „nywerheid”, sonder om die gewone betekenis van die uitdrukking enigins te beperk, die nywerheid uitgeoefen in inrigtings wat bier brou kragtens die Drankwet, 1928, en/of die vervaardiging van mout in verband met die brou van bier;

„Raad”, die Nywerheidsraad vir die Brouersnywerheid, Witwatersrand, geregistreer ingevoelge artikel twee van die Nywerheid Versoenings Wet, 1924, en beskou as geregistreer ingevoelge artikel negentien van die Wet;

„inrigting”, 'n plek waarin twee of meer werknemers in die brouersnywerheid werksaam is;

„uurloon”, die weekloon in hierdie Ooreenkoms voorgeskryf, gedeel deur 46;

„jeugdige”, 'n werknemer onder 22 jaar oud;

„leerling”, 'n werknemer in diens om enige van die vakke te leer waarvoor leerlingskapvoorwaardes bepaal is;

„skofwerker”, 'n werknemer wat werksaam is by deurlopende prosesse in skofte van agt uur elk in die volgende afdelings van 'n inrigting:—

Verkoeling, masjienkamer, ketelhuis, afdeling brouery en gisting, en mouting;

„loon”, 'n weekloon;

„ervaring”, die totale duur van 'n werknemer se diens in die brouersnywerheid.

4. LONE.

(1) Behoudens soos bepaal in klousule 5 hiervan, is die minimum lone wat weekliks aan onderstaande klasse werknemers betaal moet word, soos volg:—

	Per week.		
	£	s.	d.
(a) Kuiper	10	0	0
(b) Mouthuiswerker, brouerywerker, giskamerwerker, kelderwerker, tapkamerwerker, versender, tweede opsiger in bottelkamer	7	0	0
(c) Assistent-versender	6	5	0
(d) (i) Bestuurders van trekker-sleepwaens (15 ton)	7	10	0
(ii) Stoomwabestuurder	7	10	0

Met dien verstande dat 'n bykomende 2s. 6d. per dag betaal moet word vir elke dag wat 'n stoomwabestuurder op 'n rit is wat Randfontein en/of Springs insluit en voorts met dien verstande dat 'n bykomende 1s. per dag aan so 'n bestuurder betaal moet word vir elke dag wat hy verplig is om vure te onderhou.

(e) Voertuigbestuurder vir privaathandel (trollie of motor)—

vir die eerste ses maande ervaring	5	5	0
vir die tweede ses maande ervaring	5	10	0
vir die derde ses maande ervaring	5	15	0
vir die vierde ses maande ervaring	6	0	0
daarna	6	10	0

	Per Week. £ s. d.
(f) Canvasser—	
for the first six months of experience ...	5 0 0
for the second six months of experience ...	5 5 0
for the third six months of experience ...	5 10 0
for the fourth six months of experience ...	5 15 0
thereafter ...	6 0 0
(g) Wholesale trade trolley and/or motor driver ...	7 10 0
Provided, however, that an employee engaged for the first time by an employer subject to this Agreement may be paid at the following rates—	
for the first six months of experience ...	7 0 0
thereafter ...	7 10 0
Provided that an employee engaged in driving a vehicle in brewery premises shall not be a motor driver for the purpose of this section	
(h) Bottler ...	6 2 6
(i) Caskwash-shedman, assistant in bottling department, smeller and examiner, boxmaker. ...	6 2 6
(j) Unskilled labourer (including night watchman) ...	1 7 0

5. COST OF LIVING.

(1) In addition to the wages and rates payable in terms of this Agreement, every employee shall be paid a cost of living allowance in terms of the following provisions, provided that the allowance shall not be less than that to which he would be entitled in terms of War Measure No. 43 of 1942, as amended or as may be amended from time to time.

(2) Except where otherwise provided, such allowance shall be based on the "Retail Index" number published by the Bureau of Census and Statistics in its Monthly Bulletin relating to food, fuel, light, rent and sundries for the Witwatersrand compared with itself in 1938.

(3) The allowance shall be paid every fourth pay-day on the usual pay-day and at the same time as the employee's ordinary remuneration.

(4) (i) The allowance shall be calculated on the average of the retail price index numbers for every quarterly period commencing the 1st January, the 1st April, the 1st July and the 1st October each year. Adjustments of the allowance shall be made according to rises or falls in the average index numbers but only for every completed 2% (two per cent) rise or fall. Whenever an adjustment is to be made on this basis, the adjusted rate of payment shall be fixed accordingly for the next quarterly period succeeding that on which the latest average index number has been ascertained. In the case of those employees falling between the over 95s. to 360s. wage or salary groups, the allowance shall be one-thirteenth of the relative annual allowance for each wage or salary group, calculated in the following terms (employees whose wages do not exceed 95s. per week being paid the specified allowance):—

Col. 1.	Col. 2.	Col. 3.	Col. 4.	Col. 5.
	s. d.	s. d.		
Up to and including 20s.	7 6	9 0	—	—
Over 20s. to 25s.	9 6	11 0	—	—
Over 25s. to 30s.	10 0	11 6	—	—
Over 30s. to 35s.	12 3	13 9	—	—
Over 35s. to 40s.	13 6	15 0	—	—
Over 40s. to 45s.	15 3	16 9	—	—
Over 45s. to 50s.	16 6	18 0	—	—
Over 50s. to 55s.	18 3	19 9	—	—
Over 55s. to 60s.	20 0	21 6	—	—
Over 60s. to 65s.	22 0	23 6	—	—
Over 65s. to 70s.	23 9	25 3	—	—
Over 70s. to 75s.	25 9	27 3	—	—
Over 75s. to 80s.	27 6	29 0	—	—
Over 80s. to 90s.	30 0	31 6	—	—
Over 90s. to 95s.	32 6	34 0	—	—
Over 95s. to 153s. 10d.	—	—	160s.	80s. per 2%.
Over 153s. 10d. to 230s. 9d.	—	—	200s.	100s. per 2%.
Over 230s. 9d. to 360s.	—	—	240s.	120s. per 2%.

N.B.—If the ordinary remuneration together with the allowance exceeds 360s. per week, the allowance may, subject to section 5 (1), be reduced by the amount of such excess.

FOOTNOTE.

- Column 1 = Weekly wage or wages and salary group.
 Column 2 = The weekly allowance when meals are supplied free or when a deduction is made for meals of not more than is prescribed in section 6 of this Agreement.
 Column 3 = The weekly allowance when meals are not supplied.
 Column 4 = The basic annual cost of living allowance.
 Column 5 = The annual allowance, calculated on the percentage increase or decrease in the retail price index number, additional to the basic annual cost of living allowance.

(ii) If an employee absents himself from work without the prior permission of his employer, except in the case of illness or for any other reason which his employer may condone, then the cost of living allowance may be reduced pro rata in keeping with the day or days he absented himself.

	Per week. £ s. d.
(f) Bestellingwerwer—	
die eerste ses maande ervaring ...	5 0 0
die tweede ses maande ervaring ...	5 5 0
die derde ses maande ervaring ...	5 10 0
die vierde ses maande ervaring ...	5 15 0
daarna ...	6 0 0
(g) Trolle- en/of motorbestuurder vir groothandel	7 10 0
Met dien verstande egter dat, onderworpe aan hierdie Ooreenkoms, 'n werknemer wat vir die eerste keer by 'n werkgever werksaam is, teen onderstaande lone betaal kan word:—	
Vir die eerste ses maande ervaring ...	7 0 0
daarna ...	7 10 0
Met dien verstande dat 'n werknemer wat 'n voertuig binne die broueryperseel bestuur, nie vir die toepassing van hierdie klousule as 'n motorbestuurder beskou word nie.	
(h) Bottelaar ...	6 2 6
(i) Vatewasser, assistent in bottelafdeling, ruiker en ondersoeker, kistemaker ...	6 2 6
(j) Ongeskoolde arbeider (met inbegrip van nagwag) ...	1 7 0

5. LEWENSKOSTETOELAE.

(1) Benewens die lone wat ingevolge hierdie Ooreenkoms betaalbaar is, moet werknemers 'n lewenskostetoelae kragtens onderstaande betaal word, maar die toelae mag nie minder wees nie as die toelae waarop hulle geregtig sou wees kragtens Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of gewysig mag word nie.

(2) Buiten waar anders bepaal word, moet die toelae gebaseer word op die kleinhandelprysindekssyfer wat die Buro vir Sensus en Statistiek in sy Maandbulletin publiseer met betrekking tot die koste van kos, brandstof, lig, huur, en diverse vir die Witwatersrand in vergelyking met die koste in 1938.

(3) Die toelae moet elke vierde gewone betaaldag saam met die werknemer se gewone besoldiging betaal word.

(4) (i) Die toelae moet bereken word volgens die gemiddelde van die kleinhandelindekssyfers vir elke kwartaal wat begin op 1 Januarie, 1 April, 1 Julie en 1 Oktober. Die toelae word slegs aangepas vir stygings of dalings van 'n volle 2 persent in die gemiddelde indekssyfer. Wanneer 'n aanpassing op die grondslag gemaak moet word, moet die gewysigde toelae vasgestel word vir die kwartaal na die waarvoor die jongste gemiddelde indekssyfer verkry is. In die geval van werknemers wie se lone of salarisse tussen 95s. en 360s. val, moet die toelae een-dertiende van die jaarlikse toelae vir hulle loon- of salarisgroepe wees, soos volg bereken (werknemers wat hoogstens 95s. per week verdien, ontvang die voorgeskrewe toelae):—

Kol. 1.	Kol. 2.	Kol. 3.	Kol. 4.	Kol. 5.
	s. d.	s. d.		
Tot en met 20s.	7 6	9 0	—	—
Bo 20s. tot 25s.	9 6	11 0	—	—
Bo 25s. tot 30s.	10 0	11 6	—	—
Bo 30s. tot 35s.	12 3	13 9	—	—
Bo 35s. tot 40s.	13 6	15 0	—	—
Bo 40s. tot 45s.	15 3	16 9	—	—
Bo 45s. tot 50s.	16 6	18 0	—	—
Bo 50s. tot 55s.	18 3	19 9	—	—
Bo 55s. tot 60s.	20 0	21 6	—	—
Bo 60s. tot 65s.	22 0	23 6	—	—
Bo 65s. tot 70s.	23 9	25 3	—	—
Bo 70s. tot 75s.	25 9	27 3	—	—
Bo 75s. tot 80s.	27 6	29 0	—	—
Bo 80s. tot 90s.	30 0	31 6	—	—
Bo 90s. tot 95s.	32 6	34 0	—	—
Bo 95s. tot 153s. 10d.	—	—	160s.	80s. per 2%.
Bo 153s. 10d. tot 230s. 9d.	—	—	200s.	100s. per 2%.
Bo 230s. 9d. tot 360s.	—	—	240s.	120s. per 2%.

L.W.—As die gewone besoldiging saam met die toelae meer as 360s. per week is, kan die toelae, onderworpe aan klousule 5 (1), met die bedrag van die verskil verminder word.

VOETNOOT.

- Kolom 1 : Weekloon- en salarisgroepe.
 Kolom 2 : Weektoelae wanneer maaltye kosteloos verskaf word of wanneer hoogstens die bedrag wat in klousule 6 van hierdie Ooreenkoms voorgeskryf word, vir maaltye afgetrek word.
 Kolom 3 : Die weektoelae wanneer maaltye nie verskaf word nie.
 Kolom 4 : Die basiese jaarlikse lewenskostetoelae.
 Kolom 5 : Die jaarlikse toelae, bereken op die persentasietoename of afname in die kleinhandelprysindekssyfer, bo en behalwe die basiese jaarlikse lewenskostetoelae.

(ii) As 'n werknemer sonder sy werkgever se verlof van sy werk afwesig is, buiten in die geval van siekte of om 'n ander rede wat die werkgever oorsien, kan die lewenskostetoelae verminder word in verhouding met die tydperk van afwesigheid.

(iii) The foregoing allowance shall be paid to married males.

(iv) Employees who are widowers, widows, divorced persons or unmarried with dependants wholly dependent upon them and normally permanently resident with them shall receive the same cost of living allowance as a married male employee. For the purpose of this section, the term "dependant" shall mean any person who is dependant for his livelihood on the earnings of an employee covered by the terms of this Agreement. The question whether a person is so dependent shall be determined by mutual agreement between the employee and his employer. Failing such agreement, the matter shall be referred to the Industrial Council for a decision, and such decision shall be final.

(v) Unmarried employees, other than those referred to in sub-section (4) (iv), who are in receipt of a wage or salary in excess of 95s. per week but not exceeding 360s. per week, shall, subject to section 5 (1) be entitled to an allowance equal to half the allowance prescribed in sub-section (4) (i) of this section for married males.

(vi) Unmarried employees, other than those referred to in sub-section (4) (iv), who are in receipt of a wage or salary not exceeding 95s. per week shall be paid a cost of living allowance prescribed by War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

6. BOARD AND LODGING.

No employee shall be required as part of his contract of service to board or lodge or both with his employer, or to purchase any goods or hire any property from his employer. An employee who agrees to accept board and lodging or both from his employer shall not be required or allowed to pay more than the following—

	Per Week.	Per Month.
	s. d.	£ s. d.
(i) Board	3 0	0 13 0
(ii) Lodging	2 0	0 8 8
(iii) Board and Lodging	5 0	1 1 8

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

7. LEARNERS.

(1) Any person who has not previously been employed in the Brewing Industry, or who, although previously employed in the industry, has not completed the period of service for which minimum wages are prescribed in this clause for adult and/or juvenile learners, may be engaged to learn any one or more of the occupations, referred to in paragraphs (b), (h) and (i) of clause 4 hereof. The minimum wages that shall be paid to such learners shall be as follows:—

(a) See Schedule marked A attached;

(b) a juvenile learner who, on attaining the age of twenty-two years, has not had four years' experience shall on and from the date on which he attained that age, be paid wages in accordance with the wages prescribed for an adult learner of his class.

(2) In the event of any employee leaving an establishment and becoming employed in a different capacity in another establishment, he shall be credited by the new employer with half the period of learnership laid down herein.

(3) In the event of an employee becoming engaged in a different occupation in the establishment in which he is already serving, he shall be credited with half the period of learnership when starting in the new occupation.

(4) Should the occupation of an employee, however, be changed more than once in the same establishment, he shall on all occasions, save the first change, receive the full rates of pay laid down for the occupation to which he is changed.

8. JUVENILES.

No juvenile under the age of 18 years shall be employed.

9. RATIO.

Not more than one learner may be employed in any establishment for every five employees other than learners engaged in such establishment in any one or more of the occupations enumerated in paragraphs (b), (h) and (i) of clause 4 hereof.

10. HOURS OF WORK.

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee other than a driver of a tractor-trailer (15 tonner), a steam wagon driver, a private trade driver and/or canvasser (trolley or motor) and a wholesale trade trolley and/or motor driver, or one exclusively employed as a night watchman or in the delivery of goods or messages—

(a) to work for more than 46 hours excluding meal times in any one week; or

(b) to work a shift of more than eight hours, or for more than eight hours, excluding meal times, on any one day;

Provided that in any establishment in which—

(i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(iii) Voorgaande toelae moet aan getroude mans betaal word.

(iv) Werknemers wat wewenaars, weduwees, geskeide persone of ongetroudes is met afhanklikes wat heeltemaal van hulle afhanklik is en gewoonlik deurentyd by hulle inwoon, moet dieselfde lewenskostetoelae ontvang as getroude mans. Vir die toepassing van hierdie klousule beteken "afhanklike" enigeen wat leef op die verdienste van 'n werknemer op wie hierdie Ooreenkoms van toepassing is. 'n Gegewe persoon as afhanklikheid word vasgestel deur ooreenkoms tussen werkgever en werknemer. As ooreenstemming nie bereik kan word nie, moet die saak na die nywerheidsraad verwys word vir 'n finale beslissing.

(v) Ongetroude werknemers, buiten dié wat in subklousule (4) (iv) genoem word, wat meer as 95s. per week hoogstens 360s. verdien, is behoudens klousule 5 (1) geregtig tot 'n helfte van die toelae wat in subklousule (4) (iv) voorgeskryf word vir getroude mans.

(vi) Ongetroude werknemers, buiten dié wat in subklousule (4) (iv) genoem word, wat hoogstens 95s. per week verdien, moet die lewenskostetoelae betaal word wat voorgeskryf word deur Oorlogs-maatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word.

6. KOS EN INWONING.

Geen werknemer mag as deel van sy dienskontrak verplig word om kos en/of inwoning van sy werkgever aan te neem of om goedere by hom te koop of eienendom by hom te huur nie. 'n Werknemer wat kos en/of inwoning van sy werkgever aanneem, mag nie verplig of toegelaat word om meer as die volgende te betaal nie:—

	Per week	Per maand.
	s. d.	£ s. d.
(i) Kos	3 0	0 13 0
(ii) Inwoning	2 0	0 8 8
(iii) Kos en inwoning	5 0	1 1 8

met dien verstande dat die inwoning deur die Raad en deur die betrokke plaaslike owerheid goedgekeur is.

7. LEERLINGE.

(1) Enige persoon wat nie reeds eerder in die brouersnywerheid werkzaam was nie of wat, hoewel eerder in die nywerheid werkzaam, nie die tydperk van diens waarvoor in hierdie klousule vir volwasse en/of jeugdige leerlinge minimum lone voorgeskryf word, voltooi het nie, kan in diens geneem word om enigeen of meer van die vakke genoem in paragrawe (b), (h) en (i) van subklousule (1) van klousule 4 hiervan, te leer. Die minimum lone wat aan sulke leerlinge betaal moet word, is soos volg:—

(a) Sien Aanhangel A hiervan.

(b) 'n Jeugdige leerling wat by bereiking van twee-en-twintigjarige ouderdom nie vier jaar ervaring opgedoen het nie, moet met ingang van die datum waarop hy daardie ouderdom bereik, die voorgeskrewe lone vir 'n volwasse leerling van sy klas betaal word.

(2) Ingeval 'n werknemer 'n inrigting verlaat en in 'n ander hoedanigheid in 'n ander inrigting gaan werk, moet die nuwe werkgever hom krediteer met die helfte van die termyn van vakleerlingskap soos hierin voorgeskryf.

(3) Ingeval 'n werknemer in die inrigting waarin hy reeds werk, in 'n ander vak werkzaam word, moet hy met die helfte van die termyn van vakleerlingskap gekrediteer word by aanvang van sy werkzaamhede in sy nuwe vak.

(4) As 'n werknemer meer as eenmaal van werkzaamhede in dieselfde inrigting verander, moet hy by alle geleenthede, behalwe die eerste verandering, die volle loonskale ontvang wat vir die werkzaamheid waarna hy verander, voorgeskryf is.

8. JEUGDIGES.

Geen jeugdige onder die ouderdom van 18 jaar mag in diens wees nie.

9. GETALLEVERHOUDING.

Nie meer as een leerling mag in enige inrigting in diens wees vir elke vyf werknemers buiten leerlinge wat in dié inrigting in diens is in een of meer van die werkzaamhede genoem in paragrawe (b), (h) en (i) van klousule 4 (1) hiervan nie.

10. WERKURE.

(1) Behalwe soos andersins in hierdie Ooreenkoms bepaal, kan geen werkgever 'n werknemer buiten die bestuurder van 'n trekker-sleepwa (15 ton), 'n stoomwadywer, 'n voertuigbestuurder vir privaathandel en/of bestellingswerwer (trollie of motor) en 'n trollie- en/of motorbestuurder vir groothandel, of een wat uitsluitlik as nagawg of vir die aflewering van goedere of boodskappe werkzaam is, verplig of toelaat om—

(a) buiten etenstye, meer as 46 uur in 'n week te werk nie; of

(b) buiten etenstye 'n skof van meer as agt uur, of vir meer as agt uur op 'n dag, te werk nie;

met dien verstande dat in 'n inrigting waarin—

(i) op een dag in elke week die gewone werkure nie meer as vyf is nie, 'n werknemer verplig of toegelaat kan word om op elk van die orige dae van die week 'n bykomende-tydperk van hoogstens 'n halfuur te werk; of

- (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work-day be required or permitted to work for an additional period not exceeding one and a quarter hours; or

- (c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour;

Provided that for the purpose of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or

- (d) who is a female, to work—

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

(2) In the case of employees specified in paragraphs (d) and (g) of section 4 of this Agreement time worked after 5.30 p.m. shall be regarded as overtime and shall be paid for at the rate of time and one-third.

(3) The provisions of sub-section (1) (c) of this section shall not apply to a shiftman.

11. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-section (1) of section 10 of this Agreement, and save as is provided in this section, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

- (a) 10 hours; or
(b) a number of hours (which may exceed 10) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;

Provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
(b) for more than three consecutive days;
(c) for more than sixty days in any year.

(2) Except in the case of steam wagon drivers, drivers of tractors-trailers (15 tonners), private trade drivers and/or canvassers (trolley and/or motor), wholesale trade trolley and/or motor drivers, persons employed in the delivery of goods or messages and night watchmen any time worked in excess of the hours specified in paragraphs (a) and (b) of sub-section (1) of section 10 shall be deemed to be overtime and shall be paid for at not less than one and one-third times the employee's ordinary rate of remuneration. The provisions of this sub-section shall not apply to a shiftman who shall be paid overtime at the rate of his hourly rate plus 33½ per cent in respect of each hour or part of an hour worked in excess of the hours laid down in sub-section (1) of section 10 of this Agreement.

(3) Whenever an employee other than a shiftman works on a Sunday his employer shall either—

- (a) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week day; or
(b) pay the employee remuneration at a rate not less than 1½ times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) Whenever an employee works on a statutory holiday, his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

If a shift of any shiftman falls on a Sunday, such shiftman shall be paid for such shift at the rate of time and one-half of his ordinary weekly rate divided by six, provided that each shiftman shall be given one day off each week and, if he is employed on such day, he shall be paid double time for a full day irrespective of the time actually worked.

12. HOLIDAY LEAVE.

(1) *Statutory Holidays.*—All employees in the classes enumerated in sections 4 and 7 of this Agreement shall be paid at their ordinary rates of pay for all statutory holidays, viz., New Year's Day, Van Riebeeck Day (6th April), Good Friday, Easter Monday, Ascension Day, Union Day (31st May), Queen's Birthday (2nd Monday in July), Settlers' Day (1st Monday in September), Kruger Day (10th October), Day of the Covenant (16th December), Christmas Day, Boxing Day.

(2) *Annual Holidays.*—(a) Every employer shall grant to every employee employed by him in respect of each period of twelve months' employment with him, and at a time to be mutually agreed upon by the employer and employee concerned but so as to commence within six months from the 1st April of each year and not later than two months from the date on which

- (ii) die werknemers gewoonlik nie meer as vyf dae per week werk nie, 'n werknemer verplig of toegelaat kan word om op enige werkdag 'n bykomende tydperk van hoogstens een-en-n-kwart uur te werk; of

- (c) vir 'n aaneenlopende tydperk van meer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur nie, met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke wat deur 'n pouse van minder as een uur onderbreek word, as aaneenlopend beskou moet word; of

- (d) as dit 'n vrou is—

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

(2) In die geval van werknemers genoem in paragrafe (d) en (g) van klousule 4 van hierdie Ooreenkoms word tyd wat na 5.30 nm. gewerk word, as oortyd beskou waarvoor teen een-en-n-kwart maal gewone tyd betaal moet word.

(3) Subklousule (1) (c) van hierdie klousule is nie op skofwerkers van toepassing nie.

11. OORTYD.

(1) Ondanks paragrafe (a) en (b) van subklousule (1) van klousule 10 van hierdie Ooreenkoms en behoudens soos bepaal in hierdie klousule, kan 'n werkgewer 'n werknemer verplig of toelaat om in enige week 'n totale tydperk van hoogstens—

- (a) 10 uur oortyd te werk; of
(b) 'n getal ure (wat meer as 10 kan wees) oortyd te werk soos by skriftelike kennisgewing aan die werkgewer deur die Raad vasgestel, met vermelding van die werknemer se naam of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is, en die tydperk waarvoor en die voorwaardes waarop dit van krag sal wees;

met dien verstande dat geen werkgewer 'n vroulike werknemer kan verplig of toelaat om meer as—

- (a) twee uur op 'n dag;
(b) drie agtereenvolgende dae;
(c) sestig dae in 'n jaar;

oortyd te werk nie.

(2) Behalwe in die geval van bestuurders van trekker-sleepwaens (15 ton), stoomwagbestuurders, voertuigbestuurders vir privaathandel en/of bestellingswerwers (trollie of motor), trollie-en/of motorbestuurders vir groothandel, persone wat goedere of boodskappe aflewer en nagwagte, word alle tyd bo die ure genoem in paragrafe (a) en (b) van subklousule (1) van klousule 10 genoem, as oortyd beskou waarvoor teen minstens een en een derde maal die werknemer se gewone besoldiging betaal moet word. Hierdie subklousule is nie van toepassing op 'n skofwerker wat vir elke uur of gedeelte van 'n uur wat hy bo die ure in klousule 10 (1) vasgestel, werk, oortyd teen sy uurloon plus 33½ persent betaal moet word nie.

(3) Wanneer 'n werknemer buiten 'n skofwerker op 'n Sondag werk, moet sy werkgewer hom—

- (a) of minstens dubbel die besoldiging vir die tydperk wat hy gewoonlik op 'n weekdag werk, betaal;
(b) of teen minstens 1½ maal sy gewone besoldiging betaal ten opsigte van die totale tydperk wat op so 'n Sondag gewerk is, en hom binne sewe dae daarna een dag verlof toestaan waarvoor hy hom moet betaal teen minstens sy gewone besoldiging, asof hy op so 'n verlofdag sy gemiddelde gewone werkure vir dié dag van die week gewerk het.

(4) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet sy werkgewer hom benewens die besoldiging waarop hy reg sou gehad het as hy nie aldus gewerk het nie, ten opsigte van die totale tydperk op so 'n dag gewerk, betaal teen minstens sy gewone besoldiging.

As 'n skof van enige skofwerker op 'n Sondag val, moet die skofwerker vir so 'n skof betaal word teen anderhalfmaal sy gewone weekloon gedeel deur ses, met dien verstande dat elke skofwerker elke week een dag vry gegee moet word en as hy op so 'n dag moet werk, moet hy teen dubbel die loon vir 'n volle dag betaal word, onverskillig of hy die tyd werklik gewerk het of nie.

12. VAKANSIEVERLOF.

(1) *Openbare vakansiedae.*—Alle werknemers in die klasse wat in klousules 4 en 7 genoem word, moet vir alle statutêre vakansiedae teen hul gewone loonskale betaal word, nl., Nuwejaarsdag, Van Riebeeckdag (6 April), Goeie-Vrydag, Paasmaandag, Hemelvaartdag, Uniedag (31 Mei), Koninginsverjaarsdag (2de Maandag in Julie), Setlaarsdag (1ste Maandag in September), Krugerdag (10 Oktober), Geloftedag (16 Desember), Kersdag, Tweede Kersdag.

(2) *Jaarlikse verlof.*—(a) Elke werkgewer moet aan elke werknemer in sy diens ten opsigte van elke tydperk van twaalf maande diens by hom, vakansieverlof met volle betaling vir minstens twaalf agtereenvolgende werkdade toestaan en die verlof moet geneem word op 'n tyd waarop onderling deur die werkgewer en werknemer ooreengekom word, maar so dat dit begin binne ses

the employee completed twelve months' employment, leave of absence on full pay of not less than twelve consecutive working days, provided that—

- (i) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and
- (ii) if any statutory holiday falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence on full pay;
- (iii) where an employee has not completed twelve months' employment prior to the expiration of the period of six months commencing from the 1st April in any year he shall be granted, at a date to be mutually agreed upon between himself and the employer and within the said six months, a *pro rata* period of leave, calculated at one day in respect of each month of employment.

(b) Every employer shall grant to every employee employed by him who has completed 15 years' continuous service by 1st April, 1953, at a time to be mutually agreed upon by the employer and employee concerned but so as to commence within six months from the 1st April of each year and not later than two months from the date on which the employee completed twelve months' employment, leave of absence on full pay of 18 consecutive working days, provided that—

- (i) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and
- (ii) if any statutory holiday falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence on full pay.

(c) The employer shall pay to an employee to whom leave is granted under paragraph (a) hereof his pay in respect of the period of leave not later than the last working day before the commencement of the said period.

(d) Upon termination of employment the employer shall pay to the employee his full pay—

- (i) in respect of any period of leave which has accrued to him but was not granted before the date of termination of the employment; and
- (ii) one day in respect of each completed month of employment with the employer from the date on which he last became entitled to leave in terms of paragraph (a) hereof, or in the case of an employee who has been employed for less than twelve months after the date of commencement of his employment.

(e) An employee to whom leave has accrued in terms of paragraph (a) hereof, but who is debarred from taking such leave upon accrual shall, when he does take his leave, in addition to the leave accrued in terms of paragraph (a) hereof be entitled to one day's leave for each completed month of service subsequent to the expiry of the accrual date.

(f) Any period during which an employee—

- (i) is on leave in terms of paragraph (a) hereof; or
- (ii) in the case of peace training under the South Africa Defence Act, 1912; or
- (iii) is absent from work on the instructions or at the request of the employer; or
- (iv) is absent from work owing to illness or confinement shall be deemed to be employed for the purposes of paragraphs (a) and (c) of this sub-section, provided that the provisions of section (iv) of this paragraph shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of 30 days.
- (v) any amount paid to an employee in terms of paragraphs (b) or (c) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(3) An employee shall not be allowed to work for remuneration whilst on holiday leave.

(4) For the purpose of this section, employment shall be deemed to commence from the date on which the employee last became entitled to leave or the date on which the employee entered the employer's service, whichever is the later.

13. SICK PAY.

An employee who, after more than four weeks' continuous service with the same employer, is absent from duty through illness shall be entitled to receive in any period of twelve months, full pay for six working days of such absence and half pay for a further twelve working days of such absence, subject to the submission of a doctor's certificate of illness.

maande van die 1ste April van elke jaar en nie later as twee maande van die datum waarop die werknemer twaalf maande diens voltooi het nie; met dien verstande dat—

- (i) die verlof nie met 'n tydperk wanneer die werknemer onder kennisgewing van diensbeëindiging staan of vredes-tydse opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), ondergaan, mag saamval nie; en
- (ii) as 'n statutêre vakansiedag binne die verlof val, so 'n vakansiedag as 'n verdere tydperk van afwesigheidsverlof met volle betaling aan genoemde tydperk toegevoeg moet word;
- (iii) as 'n werknemer nie voor afloop van die tydperk van ses maande wat begin op 1 April in elke jaar, twaalf maande diens voltooi het nie, hy op 'n datum wat tussen hom en sy werkgever ooreengekom moet word en binne die genoemde ses maande, 'n *pro rata* tydperk van verlof, bereken teen een dag vir elke maand diens, toegestaan moet word.

(b) 'n Werkgever moet elke werknemer wat teen 1 April 1953, 15 jaar ononderbroke diens by hom voltooi het, 18 opeenvolgende werkdae verlof met volle betaling toestaan op 'n tyd waarvoor die betrokke werkgever en werknemer onderling moet ooreenkom, maar dit moet binne ses maande na die 1ste April elke jaar en binne twee maande na voltooiing van die diensjaar waarop dit betrekking het, begin; met dien verstande dat—

- (i) die verlof nie met diensopsegging of met vredestrydse opleiding ingevolge die Zuid Afrika Verdedigings Wet (Wet No. 13 van 1912), mag saamval nie; en
- (ii) as 'n statutêre vakansiedag binne die verlof val, dit daarby gevoeg moet word as 'n verdere tydperk verlof met volle betaling.

(c) Die werkgever moet aan die werknemer aan wie verlof kragtens paragraaf (a) hiervan toegestaan word, sy betaling ten opsigte van die verlof voor of op die laaste werkdag voor die begin van genoemde tydperk uitbetaal.

(d) By diensbeëindiging moet die werkgever die werknemer sy volle loon uitbetaal—

- (i) ten opsigte van 'n tydperk van verlof wat vir hom opgeloopt het maar nie voor die datum van diensbeëindiging toegestaan is nie; en
- (ii) een dag ten opsigte van elke voltooide maand diens by die werkgever van die datum waarop hy laas tot verlof kragtens paragraaf (a) hiervan geregtig geword het, of in die geval van 'n werknemer wat minder as twaalf maande na die datum van sy indienstreding gewerk het.

(e) 'n Werknemer vir wie verlof kragtens paragraaf (a) hiervan opgeloopt het, maar wat verhinder is om sodanige verlof by verskuldiging daarvan te neem, is wanneer hy sy verlof neem, geregtig op een dag verlof vir elke voltooide maand diens na verskuldiging benewens die verlof wat kragtens paragraaf (a) hiervan opgeloopt het.

(f) Enige tydperk wanneer 'n werknemer—

- (i) kragtens paragraaf (a) hiervan met verlof is;
- (ii) vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is; of
- (iv) van sy werk afwesig is weens siekte of bevalling, word vir die toepassing van paragrawe (a) en (c) van hierdie subklousule as diens beskou; met dien verstande dat subparagraaf (iv) van hierdie paragraaf nie van toepassing is ten opsigte van tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae as die werknemer, nadat die werkgever van hom so 'n sertifikaat gevra het, in gebreke bly om aan die werkgever 'n sertifikaat van 'n geneesheer voor te lê dat hy weens siekte verhinder was om sy werk te verrig, of ten opsigte van die gedeelte van 'n totale afwesigheid van meer as 30 dae gedurende twaalf maande diens.

(v) 'n Bedrag wat aan 'n werknemer betaal word kragtens paragrawe (b) of (c) moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of, na gelang van die geval, sy diens beëindig is.

(3) 'n Werknemer is nie geregtig om gedurende sy vakansieverlof vir besoldiging te werk nie.

(4) Vir die toepassing van hierdie klousule word beskou dat diens begin op die datum waarop die werknemer laas tot verlof geregtig geword het of, na gelang van die jongste, die datum waarop hy by die werkgever in diens gekom het.

13. SIEKTEBETALING.

'n Werknemer wat na vier weke aaneenlopende diens by dieselfde werkgever weens siekte van sy werk afwesig is, is geregtig om in enige twaalf maande vir ses werkdae afwesigheid volle betaling en vir nog twaalf dae afwesigheid halwe betaling te ontvang, onderworpe aan voorlegging van 'n geneesheer se siektesertifikaat.

14. DIFFERENTIAL RATES.

An employee who on any one day is required to perform two or more classes of work for which different rates of wages are laid down herein shall be paid at the higher or highest rates for time so worked, provided that the provisions of this section shall not apply to an employee performing the work of a higher paid employee who is absent from work with pay on leave or with pay owing to sickness.

15. TERMINATION OF EMPLOYMENT.

(1) Not less than twenty-four hours' notice shall be given by the employer or employee to terminate a contract of service, provided that this shall not affect—

- (a) the right of an employer or employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between an employer and employee providing for a longer period of notice than twenty-four hours;

and provided further than an employer may pay an employee wages for and in lieu of the prescribed or agreed period of notice.

(2) In the event of discharge, an employee shall be entitled to a written discharge certificate, stating—

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

16. CERTIFICATE OF SERVICE.

Each employer shall give to each employee, on the termination of his service, a certificate of service. This certificate shall show the full name, address, age, occupation, rate of pay prescribed in the Agreement and the actual wages paid together with the date of the employee's entering and leaving the employer's service.

17. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted, and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of sub-section (1) of this section, a licence signed by him setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted;
- (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.

18. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council each employer shall deduct 9d. per month from the wages of each of his employees for whom minimum wages in excess of £1. 12s. 6d. per week are prescribed in this Agreement. To the amount so deducted the employer shall add a like amount and forward month by month and not later than the fifteenth day of each month, the total sum, together with a statement in the form of the Annexure hereto, giving particulars of the employees in respect of whom deductions are remitted, to the Secretary of the Council, P.O. Box 4581, Johannesburg.

19. EMPLOYMENT OF MEMBERS OF TRADE UNION.

Preferential treatment in the matter of employment shall be given to members of the trade union, and officials of the trade union shall be given every reasonable facility by employers to organise employees.

20. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

Signed at Johannesburg on behalf of the parties on this 15th day of December, 1952.

W. G. STREEF,
Chairman of the Council.

E. A. BLUMFIELD,
Vice-Chairman of the Council.

J. R. SHARP,
Secretary of the Council

14. DIFFERENSIËLE LONE.

'n Werknemer van wie vereis word om op enige dag twee of meer soorte werk te verrig waarvoor verskillende loonskale hierin voorgeskryf word, moet teen die hoër of hoogste skale betaal word vir die tyd wat aldus gewerk word, met dien verstande dat hierdie klousule nie van toepassing is op 'n werknemer wat die werk verrig van 'n werknemer wat met betaalde vakansieverlof of siekteverlof afwesig is nie.

15. DIENSBEEÏNDIGING.

(1) 'n Werkgever of werknemer moet minstens vier-en-twintig uur kennis van diensopsegging gee; met dien verstande dat dit nie op onderstaande inbreuk maak nie:—

- (a) Die werkgever of werknemer se reg om die dienskontrak sonder kennisgewing te beëindig om 'n rede wat wetlik as voldoende erken word;
- (b) 'n ooreenkoms tussen werkgever en werknemer wat vir 'n langer termyn as vier-en-twintig uur diensopsegging voorsiening maak;

en voorts met dien verstande dat 'n werkgever 'n werknemer kan betaal in plaas van die voorgeskrewe termyn van diensopsegging te gee.

(2) In die geval van ontslag is 'n werknemer geregtig op 'n skriftelike ontslagsertifikaat wat vermeld—

- (a) duur van diens;
- (b) dat alle verskuldigde loon vir verrigte werk en alle verskuldigde bedrae ter vereffening van opgelope verlof betaal is.

16. DIENSSERTIFIKAAT.

Elke werkgever moet aan elke werknemer by beëindiging van sy diens 'n dienssertifikaat uitreik. Hierdie sertifikaat moet die volle naam, adres, ouderdom, vak, die loon wat in die Ooreenkoms voorgeskryf word en werklik betaalde lone tesame met die datums van die werkgever se indienstreding en uitdienstreding by die werkgever vermeld.

17. VRYSTELLINGS.

(1) Die Raad kan van enige bepaling van hierdie Ooreenkoms vrystelling verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop vrystelling verleen word en die termyn waarvoor dit van krag is; met dien verstande dat die Raad na goeddunke na een week skriftelike kennisgewing aan die betrokke persoon 'n vrystellingsertifikaat kan intrek, of die termyn waarvoor dit verleen was, verloop het of nie.

(3) Die sekretaris van die Raad moet aan elke persoon aan wie kragtens subklousule (1) van hierdie klousule vrystelling verleen is, 'n deur hom getekende sertifikaat uitreik wat vermeld—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule waarop vrystelling verleen word;
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) van elke sertifikaat wat uitgereik word, 'n afskrif hou;
- (c) as aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgever stuur.

18. UITGAWES VAN DIE RAAD.

Om in die uitgawes van die Raad te voorsien, moet elke werkgever 9d. per maand aftrek van die lone van elkeen van sy werknemers vir wie minimum lone bo £1. 12s. 6d. per week in hierdie Ooreenkoms voorgeskryf word. By die bedrag wat afgetrek word, moet die werkgever 'n gelyke bedrag voeg en voor of op die vyftiende dag van elke maand die totale bedrag aan die Sekretaris van die Raad, Posbus 4581, Johannesburg, stuur tesame met 'n staat in die vorm van die aanhangsel hiervan wat besonderhede gee van die werknemers op wie die aftrekkings betrekking het.

19. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

In sake werkverskaffing moet voorrang verleen word aan lede van die vakvereniging en werkgevers moet aan ampsdraers van die vakvereniging alle redelike fasiliteite verleen word om werknemers te organiseer.

20. TOEPASSING VAN OOREENKOMS.

Die Raad is vir die toepassing van hierdie Ooreenkoms verantwoordelik en kan vir die leiding van werkgevers en werknemers meningsuitsprake uitvaardig wat nie met die bepalinge daarvan strydig is nie.

Namens die partye op hede die 15de dag van Desember 1952, in Johannesburg onderteken.

W. G. STREEF,
Voorsitter van die Raad.

E. A. BLUMFIELD,
Ondervoorsitter van die Raad.

J. R. SHARP,
Sekretaris van die Raad.

ANNEXURE.

LEVIES FORM.

Grade of Employee.	Length of Service.	Length of Time with Present Employer.	Occupation.	Rate of Wages.	Name.

AANHANGSEL.

HEEFINGSVORM.

Graad van werknemer.	Lengte van diens.	Lengte van diens by huidige werkgever.	Vak.	Loon-skaal.	Naam.

SCHEDULE A.

Learners. (Experience.)	Operations referred to in Paragraph (b).		Operations referred to in Paragraph (h).		Operations referred to in Paragraph (i).	
	Adults. Per Week.	Juveniles. Per Week.	Adults. Per Week.	Juveniles. Per Week.	Adults. Per Week.	Juveniles. Per Week.
For the first three months of experience.....	£ s. d. 3 5 0	£ s. d. 1 5 0	£ s. d. 3 5 0	£ s. d. 1 5 0	£ s. d. 3 10 0	£ s. d. 1 10 0
For the second three months of experience.....	3 10 0	1 7 6	3 10 0	1 7 6	3 15 0	1 12 6
For the third three months of experience.....	3 15 0	1 10 0	3 15 0	1 10 0	4 0 0	1 15 0
For the fourth three months of experience.....	4 0 0	1 12 6	4 0 0	1 12 6	4 5 0	1 17 6
For the fifth three months of experience.....	4 5 0	1 15 0	4 5 0	1 15 0	4 7 10	2 0 0
For the sixth three months of experience.....	4 10 0	1 17 6	4 10 0	1 17 6	4 7 10	2 2 6
For the seventh three months of experience.....	4 15 0	2 0 0	4 12 10	2 0 0	4 7 10	2 5 0
For the eighth three months of experience.....	5 0 0	2 2 6	4 12 10	2 2 6	4 7 10	2 7 6
For the ninth three months of experience.....	5 15 0	2 5 0	4 12 10	2 5 0	4 7 10	2 10 0
For the tenth three months of experience.....	5 15 0	2 7 6	4 12 10	2 7 6	4 7 10	2 12 6
For the eleventh three months of experience.....	5 15 0	2 10 0	4 12 10	2 10 0	4 7 10	2 15 0
For the twelfth three months of experience.....	5 15 0	2 12 6	4 12 10	2 12 6	4 7 10	2 17 6
For the thirteenth three months of experience.....	5 15 0	2 15 0	4 12 10	2 15 0	4 12 10	3 0 0
For the fourteenth three months of experience.....	5 15 0	2 17 6	4 12 10	2 17 6	4 12 10	3 2 6
For the fifteenth three months of experience.....	5 15 0	3 0 0	4 17 10	3 0 0	4 12 10	3 5 0
For the sixteenth three months of experience.....	5 15 0	3 2 6	4 17 10	3 2 6	4 12 10	3 7 6
For the next six months of experience.....	6 0 0	5 15 0	4 17 10	4 12 10	4 17 6	4 7 10
For the next six months of experience.....	6 0 0	5 15 0	5 2 10	4 12 10	4 17 6	4 7 10
For the next two years of experience.....	6 5 0	6 0 0	5 2 10	4 17 10	4 17 6	4 12 10
Thereafter.....	7 0 0	7 0 0	6 2 6	6 2 6	6 2 6	6 2 6

AANHANGSEL A.

Leerlinge.	Werksaamhede genoem in paragraaf (b).		Werksaamhede genoem in paragraaf (h).		Werksaamhede genoem in paragraaf (i).	
	Volwassenes. Per week.	Jeugdiges. Per week.	Volwassenes. Per week.	Jeugdiges. Per week.	Volwassenes. Per week.	Jeugdiges. Per week.
Vir die eerste drie maande ervaring.....	£ s. d. 3 5 0	£ s. d. 1 5 0	£ s. d. 3 5 0	£ s. d. 1 5 0	£ s. d. 3 10 0	£ s. d. 1 10 0
Vir die tweede drie maande ervaring.....	3 10 0	1 7 6	3 10 0	1 7 6	3 15 0	1 12 6
Vir die derde drie maande ervaring.....	3 15 0	1 10 0	3 15 0	1 10 0	4 0 0	1 15 0
Vir die vierde drie maande ervaring.....	4 0 0	1 12 6	4 0 0	1 12 6	4 5 0	1 17 6
Vir die vyfde drie maande ervaring.....	4 5 0	1 15 0	4 5 0	1 15 0	4 7 10	2 0 0
Vir die sesde drie maande ervaring.....	4 10 0	1 17 6	4 10 0	1 17 6	4 7 10	2 2 6
Vir die sewende drie maande ervaring.....	4 15 0	2 0 0	4 12 10	2 0 0	4 7 10	2 5 0
Vir die agste drie maande ervaring.....	5 0 0	2 2 6	4 12 10	2 2 6	4 7 10	2 7 6
Vir die negende drie maande ervaring.....	5 15 0	2 5 0	4 12 10	2 5 0	4 7 10	2 10 0
Vir die tiende drie maande ervaring.....	5 15 0	2 7 6	4 12 10	2 7 6	4 7 10	2 12 6
Vir die elfde drie maande ervaring.....	5 15 0	2 10 0	4 12 10	2 10 0	4 7 10	2 15 0
Vir die twaalfde drie maande ervaring.....	5 15 0	2 12 6	4 12 10	2 12 6	4 7 10	2 17 6
Vir die dertiende drie maande ervaring.....	5 15 0	2 15 0	4 12 10	2 15 0	4 12 10	3 0 0
Vir die veertiende drie maande ervaring.....	5 15 0	2 17 6	4 12 10	2 17 6	4 12 10	3 2 6
Vir die vyftiende drie maande ervaring.....	5 15 0	3 0 0	4 17 10	3 0 0	4 12 10	3 5 0
Vir die sestiende drie maande ervaring.....	5 15 0	3 2 6	4 17 10	3 2 6	4 12 10	3 7 6
Vir die volgende ses maande ervaring.....	6 0 0	5 15 0	4 17 10	4 12 10	4 17 6	4 7 10
Vir die volgende ses maande ervaring.....	6 0 0	5 15 0	5 2 10	4 12 10	4 17 6	4 7 10
Vir die volgende twee jaar ervaring.....	6 5 0	6 0 0	5 2 10	4 17 10	4 17 6	4 12 10
Daarna.....	7 0 0	7 0 0	6 2 6	6 2 6	6 2 6	6 2 6

★ No. 808.] [17 April 1953.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

BREWING INDUSTRY, WITWATERSRAND.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Brewing Industry, published under Government Notice No. 807 of the 17th April, 1953, to be not less favourable to the persons whose hours of work are regulated thereby, than the relative provisions of the said Act.

B. J. SCHOEMAN,
 Minister of Labour.

★ No. 808.] [17 April 1953.
**WET OP FABRIEKE, MASJINERIE EN
 BOUWERK, 1941.**

BROUERSNYWERHEID, WITWATERSRAND.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Brouersnywerheid, bekendgemaak by Goewernementskennisgewing No. 807 van 17 April 1953 vir die persone wie se werkure daarby gereël word nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

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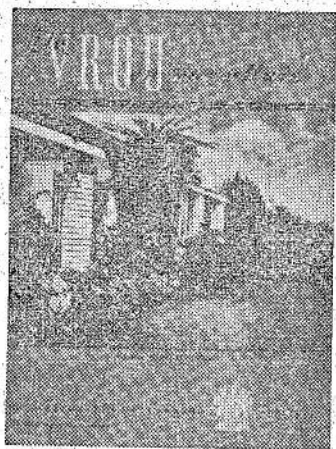
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