



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY

BUITENGEWONE

Government Gazette Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer.)

VOL. CLXXXVIII.] PRICE 6d. PRETORIA, 17 MAY 1957. PRYS 6d. [No. 5873.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 714.] [17 May 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

BREWING INDUSTRY, WITWATERSRAND.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, 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 first Monday after the date of publication of this notice, and for the period ending two years from the said first 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 that organization or that trade union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 18 (inclusive) and 20 of the Agreement shall be binding from the first Monday after the date of publication of this notice, and for the period ending two years from the said first Monday, 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 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, as well as Kempton Park, excluding that portion which prior to the publication of Government Notice No. 556 of the 29th May, 1956, fell within the Magisterial District of Pretoria; and
- (c) in terms of paragraph (a) of sub-section (3) 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, as well as Kempton Park, excluding that portion which prior to the publication of Government Notice No. 556 of the 29th May, 1956, fell within the Magisterial District of Pretoria, and from the first Monday after the date of publication of this notice and for the period ending two years

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermenskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 714.] [17 Mei 1957.

WET OP NYWERHEIDSVERSOENING, 1956.

BROUERSNYWERHEID, WITWATERSRAND.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Brouersnywerheid betrekking het, van die eerste Maandag na die datum van publikasie van hierdie kennisgewing af, en vir die tydperk wat twee jaar vanaf genoemde eerste Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) 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 eerste Maandag na die datum van publikasie van hierdie kennisgewing af, en vir die tydperk wat twee jaar vanaf genoemde eerste Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrikte van Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs en die gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermenskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17, asook Kemptonpark, met uitsondering van die gedeelte wat voor die publikasie van Goewermenskennisgewing No. 556 van 29 Mei 1956 binne die magistraatsdistrik Pretoria geval het; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat al die bepalings vervat in klousules 3 tot en met 17 en 20 van genoemde Ooreenkoms, van die eerste Maandag na die datum van publikasie van hierdie kennisgewing af, en vir die tydperk wat twee jaar vanaf genoemde eerste Maandag eindig, in die magistraatsdistrikte van Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs en die gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermenskennisgewing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17, asook Kemptonpark, met uitsondering van

from the said first Monday, the provisions contained in clauses 3 to 17 (inclusive) and 20 of the said Agreement shall *mutatis mutandis* be binding upon all Natives 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 Natives in their employ.

J. DE KLERK,
Minister of Labour.

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

Brewers' Institute of South Africa

(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 the other part,

being 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, as well as Kempton Park, excluding that Portion which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial District of Pretoria.

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 2 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 learnership conditions are laid down;

"shiftman" means an employee 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 malting;

"wage" means weekly wage;

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

die gedeelte wat voor die publikasie van Goewermentskennigswing No. 556 van 29 Mei 1956 binne die magistraatsdistrik Pretoria geval het, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hulle diens.

J. DE KLERK,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE BROUERSNYWERHEID, WITWATERSRAND.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit tussen die

Brewers' Institute of South Africa

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

Witwatersrand Brewery Employees' Union

(hieronder „die werknemers”, of „die vakvereniging” genoem), aan die een kant,

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers wat lede is van die werkgewersorganisasie en alle werknemers wat lede is van die vakverenigings en vir wie lone in klousule 4 hiervan voorgeskryf word, in die magistraatsdistrikte Roodepoort, Krugersdorp, Johannesburg, Germiston, Boksburg, Benoni, Springs en dié gedeelte van die magistraatsdistrik Randfontein wat voor die publikasie van Goewermentskennigswing No. 2546 van 5 Desember 1947, binne die magistraatsdistrik Krugersdorp geval het, maar met uitsondering van die plaas Holfontein No. 17, asook Kempton Park, met uitsondering van die gedeelte wat voor die publikasie van Goewermentskennigswing No. 556 van 29 Maart 1956, binne die magistraatsdistrik Pretoria geval het.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat ingevolge 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. WOORDOMSKRYWINGS.

„Enige uitdrukkings wat in hierdie Ooreenkoms gebruik word en wat in die Nywerheidsversoeningswet, 1937, bepaal is, het dieselfde betekenis as in die Wet; alle verwysings na 'n wet, omvat enige wysigings van dié wet en tensy die teenoorgestelde bedoeleling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy strydig met die samehang, beteken—

„Wet”, die Nywerheidsversoeningswet, 1937;

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

„brouersnywerheid” en „nywerheid”, sonder om die gewone betekenis van die uitdrukking enigsins 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 ingevolge artikel twee van die Nywerheid Verzoenings Wet, 1924, en beskou as geregistreer ingevolge 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;

„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 moutery;

„loon”, 'n weekloon;

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

4. WAGES.

1. 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.
	f s. d.
(a) Cooper	10 0 0
(b) Malthouseman, brewhouseman, fermenting room man, cellarman, racking room man, dispatcher, bottle store second man in charge, engine room shiftsman, boiler room shiftsman	7 0 0
(c) Assistant dispatcher	6 5 0
(d) (i) Drivers of trucks or trucks and trailers with a total pay load in excess of 10 tons	8 0 0
After two years experience in this category	8 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
(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 vehicle 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 10 0

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

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 payday 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 per cent (two per cent) rise or fall. Whenever an adjustment is to be made on this basis, the adjusted rate of pay-

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.
	f s. d.
(a) Kuiper	10 0 0
(b) Mouthuiswerker, brouerywerker, giskamerwerker, kelderwerker, tapkamerwerker, versender, tweede opsiger in bottelkamer, enjinkamerskofman, ketelkamerskofman	7 0 0
(c) Assistent-versender	6 5 0
(d) (i) Bestuurders van vragmotors of vragmotors en sleepwaens met 'n totale loonvrag van meer as 10 ton	8 0 0
Na twee jaar ondervinding in hierdie kategorie	8 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 van 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 aan die gang te hou.	
(e) Voertuigbestuurder vir privaathandel (trollie of motor)—	
vir die eerste ses maande ondervinding	5 5 0
vir die tweede ses maande ondervinding	5 10 0
vir die derde ses maande ondervinding	5 15 0
vir die vierde ses maande ondervinding	6 0 0
daarna	6 10 0
(f) Bestellingwerwer—	
die eerste ses maande ondervinding	5 0 0
die tweede ses maande ondervinding	5 5 0
die derde ses maande ondervinding	5 10 0
die vierde ses maande ondervinding	5 15 0
daarna	6 0 0
(g) Trollie- 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 ondervinding	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-skuurman, assistent in bottelaryafdeling, ruiker en ondersoeker, kistemaker	6 2 6
(j) Ongeskoolde arbeider (met inbegrip van nagwag)	1 10 0

2. Niks in hierdie Ooreenkoms kan die loonskaal verminder van 'n werknemer in die nywerheid wat te eniger tyd voor of na die datum waarop hierdie Ooreenkoms in werking tree, 'n loon betaal is of betaal kan word teen 'n skaal wat hoër is as die minimum skaal wat in hierdie Ooreenkoms vasgestel word nie en sodanige werknemer moet steeds 'n loon, waarop hy geregtig is, betaal word teen 'n skaal wat nie laer is as sodanige hoër skaal nie asof sodanige hoër skaal die minimum loon was ten opsigte van sodanige werknemer terwyl hy by dieselfde werkgever in diens was.

5. LEWENSKOSTETOELAE.

(1) Benewens die lone en skale wat ingvolge hierdie Ooreenkoms betaalbaar is, moet elke werknemer 'n lewenskostetoelae kragtens onderstaande bepalinge betaal word, met dien verstande dat die toelae nie minder mag wees nie as die toelae waarop hy geregtig sou wees kragtens Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of soos dit gewysig mag word nie.

(2) Behalwe 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 voedsel, brandstof, ligte, huurgeld en diverse vir die Witwatersrand in vergelyking met hulself 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 elke jaar op 1 Januarie, 1 April, 1 Julie en 1 Oktober begin. Die toelae word slegs aangepas vir stygings of dalings van 'n volle 2 persent in die gemiddelde indekssyfer. Wanneer 'n aanpassing op dié grondslag gemaak moet word, moet die gewysigde toelae

ment 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 100s. 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 100s. 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.....	9 3	10 9	—	—
Over 20s. to 25s.....	11 6	13 0	—	—
Over 25s. to 30s.....	12 3	13 9	—	—
Over 30s. to 35s.....	15 3	16 9	—	—
Over 35s. to 40s.....	16 9	18 3	—	—
Over 40s. to 45s.....	19 3	20 9	—	—
Over 45s. to 50s.....	20 9	22 3	—	—
Over 50s. to 55s.....	23 3	24 9	—	—
Over 55s. to 60s.....	26 0	27 6	—	—
Over 60s. to 65s.....	29 0	30 6	—	—
Over 65s. to 70s.....	31 9	33 3	—	—
Over 70s. to 75s.....	35 3	36 9	—	—
Over 75s. to 80s.....	38 6	40 0	—	—
Over 80s. to 90s.....	42 6	44 0	—	—
Over 90s. to 100s.....	46 6	48 0	—	—
Over 100s. 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 clause 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 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.

(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 dependant 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-clause (4) (iv) of this clause, who are in receipt of a wage or salary in excess of 100s. per week but not exceeding 360s. per week, shall, subject to sub-section (1) hereof, be entitled to an allowance equal to half the allowance prescribed in sub-section 4 (i) of this clause for married males.

(vi) Unmarried employees, other than those referred to in sub-section 4 (iv) hereof who are in receipt of a wage or salary not exceeding 100s. per week shall be paid a cost of living allowance prescribed by Per 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 and/or lodge with his employer, or to purchase any goods or hire any property from his employer. An employee who agrees to accept board and/or lodging 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.

vasgestel word vir die kwartaal na dié waarvoor die jongste gemiddelde indekssyfer verkry is. In die geval van werknemers wie se lone of salarisse tussen 100s. en 360s. val, moet die toelae een-dertiende van die betrokke jaarlikse toelae vir hulle leen- of salarissgroepe wees, soos volg bereken (werknemers wat hoogstens 100s. 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.....	9 3	10 9	—	—
Bo 20s. tot 25s.....	11 6	13 0	—	—
Bo 25s. tot 30s.....	12 3	13 9	—	—
Bo 30s. tot 35s.....	15 3	16 9	—	—
Bo 35s. tot 40s.....	16 9	18 3	—	—
Bo 40s. tot 45s.....	19 3	20 9	—	—
Bo 45s. tot 50s.....	20 9	22 3	—	—
Bo 50s. tot 55s.....	23 3	24 9	—	—
Bo 55s. tot 60s.....	26 0	27 6	—	—
Bo 60s. tot 65s.....	29 0	30 6	—	—
Bo 65s. tot 70s.....	31 9	33 3	—	—
Bo 70s. tot 75s.....	35 3	36 9	—	—
Bo 75s. tot 80s.....	38 6	40 0	—	—
Bo 80s. tot 90s.....	42 6	44 0	—	—
Bo 90s. tot 100s.....	46 6	48 0	—	—
Bo 100s. 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- of -lone en salarissgroep.

Kolom 2.—Weektoelae wanneer maaltye kosteloes verskaf word of wanneer hoogstens die bedrag wat in artikel 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 lewenskostoelae.

Kolom 5.—Die jaarlikse toelae, bereken op die persentasietoename of -afname in die kleinhandelprysindekssyfer, bo en behalwe die basiese jaarlikse lewenskostoelae.

(ii) As die 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 lewenskostoelae verminder word in verhouding met die dag of dae wat hy afwesig was.

(iii) Voorgaandé 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 lewenskostoelae ontvang as getroude mans. Vir die toepassing van hierdie klousule beteken „afhanklike” enigeen wat vir sy bestaan afhanklik is van die verdienste van 'n werknemer op wie hierdie Ooreenkoms van toepassing is. 'n Gegewe persoon se afhanklikheid word vasgestel deur ooreenkoms tussen werkgever en werknemer. As geen ooreenkoms bereik kan word nie, moet die saak na die nywerheidsraad verwys word vir 'n beslissing en sodanige beslissing is finaal.

(v) Ongetroude werknemers, uitgesonderd dié wat in subklousule (4) (iv) van hierdie klousule genoem word, wat 'n loon of 'n salaris van meer as 100s. per week maar hoogstens 360s. per week ontvang, is, behoudens subartikel (1) hiervan, geregtig op 'n toelae gelyk aan die helfte van die toelae voorgeskryf in subartikel (4) (i) van die klousule vir getroude mans.

(vi) Ongetroude werknemers, uitgesonderd dié wat in subklousule (4) (iv) genoem word, wat 'n loon of 'n salaris van hoogstens 100s. per week ontvang, moet 'n lewenskostoelae betaal word wat voorgeskryf word deur Oorlogsmaatree 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 eiendom 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. 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 which he has served.
- (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 which he has served 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 and 10 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
 - (ii) the employees do not ordinarily work on more than five days in the week, and employees 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 clause 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-clause (1) (c) of this clause shall not apply to a shiftman.

11. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) of clause 10 of this Agreement, and save as is provided in this clause, 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.

7. LEERLINGE.

(1) Enige persoon wat nie reeds vroeër in die broutersnywerheid werkbaar was nie of wat, hoewel vroeër in die nywerheid werkbaar, nie die tydperk van diens waarvoor minimum loon in hierdie klousule vir volwasse en/of jeugdige leerlinge 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 klousule 4 hiervan, te leer. Die minimum loon wat aan sulke leerlinge betaal moet word, is soos volg:—

- (a) Sien Aanhangsel A hiervan.
 - (b) 'n Jeugdige leerling wat by bereiking van twee-en-twintigjarige ouderdom nie vier jaar ondervinding opgedoen het nie, moet met ingang van die datum waarop hy daardie ouderdom bereik, die voorgeskrewe loon 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 wat hy uitgedien het.
- (3) Ingeval 'n werknemer in die inrigting waarin hy reeds werk, in 'n ander bedryf begin werk, moet hy by die aanvang van sy werksaamhede in sy nuwe vak, gekrediteer word met die helfte van die termyn van vakleerlingskap wat hy uitgedien het.
- (4) As 'n werknemer meer as eenmaal van werksaamhede in dieselfde inrigting verander, moet hy by alle geleenthede, uitgesonderd die eerste verandering, die volle loonskale ontvang wat vir die werksaamheid waarna hy verander, voorgeskryf is.

8. JEUGDIGES.

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

9. GETALLEVERHOUDING.

Hoogstens een leerling mag in enige inrigting in diens wees vir elke vyf werknemers, uitgesonderd leerlinge wat in dié inrigting in diens is in een of meer van die werksaamhede genoem in paragrawe (b), (h) en (i) van klousule 4 hiervan.

10. WERKURE.

(1) Behalwe soos andersins in hierdie Ooreenkoms bepaal, kan geen werkgever 'n werknemer, uitgesonderd die bestuurder van 'n trekker-sleepwa (15 ton en 10 ton), 'n stoomwadywer, 'n voertuigbestuurder vir privaathandel en/of bestellingswerwer (trollie of motor) en 'n trollie- en/of motorbestuurder vir groot-handel, of een van wat uitsluitlik as nagwag of vir die aflewering van goedere of boodskappe werkbaar is, verplig of toelaat om—

- (a) buiten etensye, meer as 46 uur in 'n week te werk nie; of
 - (b) buiten etensye, '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) 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 sesuur nm. en sesuur vm. te werk nie; of
 - (ii) op meer as vyf dae in die week na eenuur nm. te werk nie.
- (2) In die geval van werknemers genoem in paragrawe (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 derde maal gewone tyd betaal moet word.
- (3) Die bepalinge van subklousule (1) (c) van hierdie klousule is nie op skofwerkers van toepassing nie.

11. OORTYD.

(1) Ondanks die bepalinge van paragrawe (a) en (b) van subklousule (1) van klousule 10 van hierdie Ooreenkoms en behoudens soos bepaal in hierdie klousule, kan 'n werkgever '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 werkgever 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 werkgever 'n vroulike werknemer kan verplig om meer as—
- (a) twee uur op 'n dag;
 - (b) drie agtereenvolgende dae;
 - (c) sestig dae in 'n jaar;
- oortyd te werk nie.

(2) Except in the case of steam wagon drivers, drivers of tractor-trailers (15 tonners and 10 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-clause (1) of clause 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-clause 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-clause (1) of clause 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. LEAVE AND PUBLIC HOLIDAYS.

For the purpose of this clause, remuneration shall mean the basic wage prescribed in Clause (4) of this Agreement and cost of living allowance.

(1) *Statutory Holidays.*—All employees in the classes enumerated in Clauses 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), Settler's Day (1st Monday in September, Kruger Day (10th October) Day of the Covenant (16th December), Christmas Day, Boxing Day.

(2) *Annual Leave.*—(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 the employee completed twelve months employment, leave of absence on full pay of not less than—

- (i) in the case of an employee who has completed less than 15 years continuous service as at the 1st of April of that year, twelve consecutive working days;
- (ii) in the case of an employee who has completed 15 years continuous service or more as at the 1st of April of that year, eighteen consecutive working days, provided that—
 - (aa) 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
 - (bb) if any statutory holiday falls with 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;
 - (cc) 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 completed month of employment.

(b) The employer shall pay to an employee to whom leave is granted under sub-clauses (a) (i) or (ii) hereof his pay in respect of the period of leave not later than the last working day before the commencement of the said period.

(c) 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

(2) Behalwe in die geval van bestuurders van trekker-sleepwaens (15 ton en 10 ton), stoomwagbestuurders, voertuigbestuurders vir privaathandel en/of bestellingswerwers (trollie en/of motor), trollie- en/of motorbestuurders vir groothandel, persone wat goedere of boodskappe aflewer en nagwagte, word alle tyd bo die ure genoem in paragrawe (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. Die bepaling van 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) van hierdie Ooreenkoms 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 werkgever hom—

- (a) of minstens dubbel die besoldiging vir die tydperk wat hy gewoonlik op 'n weekdag werk, betaal;
- (b) of teen minstens een en 'n derde 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 werkkure vir dié dag van die week gewerk het.

(4) Wanneer 'n werkgever op 'n statutêre vakansiedag werk, moet sy werkgever 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, ongeag die tyd werklik gewerk.

12. VERLOF EN OPENBARE VAKANSIEDAE.

Vir die toepassing van hierdie klousule beteken besoldiging die basiese loon wat in klousule (4) van hierdie Ooreenkoms voorgeskryf word en die lewenskostoelae.

(1) *Statutêre vakansiedae.*—Alle werknemers in die klasse wat in klousules 4 en 7 van hierdie Ooreenkoms genoem word, moet vir alle statutêre vakansiedae teen hul gewone loonskale betaal word, nl., Nuwejaarsdag, Van Riebeeckdag (6 April), Goeie Vrydag, Paasmaandag, Hemelvaartsdag, 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 werkgever moet aan elke werknemer in sy diens ten opsigte van elke tydperk van twaalf maande diens by hom, vakansieverlof met volle betaling vir minstens die volgende werkdae toestaan en die verlof moet geneem word op 'n tyd waarop onderling deur die werkgever en werknemer ooreengekom word, maar so dat dit begin binne ses 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;

- (i) in die geval van 'n werknemer wat minder as 15 jaar aaneenlopende diens vanaf 1 April van daardie jaar voltooi het, twaalf agtereenvolgende werkdae;
- (ii) in die geval van 'n werknemer wat 15 jaar of langer aaneenlopende diens vanaf 1 April van daardie jaar voltooi het, agtien agtereenvolgende werkdae, met dien verstande dat—
 - (aa) die tydperk van sodanige verlof nie met 'n tydperk wanneer die werknemer onder kennisgewing van diensbeëindiging staan of vredestrydse op'eiding ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), meemaak, mag saamval nie; en
 - (bb) as 'n statutêre vakansiedag binne die verlof val, so 'n vakansiedag as 'n verdere tydperk van afwesigheidsverlof met volle betaling by genoemde tydperk gevoeg moet word;
 - (cc) 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 waarvoor 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 voltooide maand diens, toegestaan moet word.

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

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

- (i) ten opsigte van 'n tydperk van verlof wat vir hom opge-loop het maar nie voor die datum van diensbeëindiging toegestaan is nie; en

- (ii) one day, in the case of an employee who has completed less than 15 years of continuous service, 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 sub-clause (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; or
- (iii) one and a half days, in the case of an employee who has completed 15 years continuous service or more, 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 sub-clause (a) hereof.

(d) An employee to whom leave has accrued in terms of sub-clauses (a) (i) or (ii) 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 sub-clause (a) hereof be entitled to one day's leave, in the case of an employee who has completed less than 15 years continuous service, and one and a half days leave, in the case of an employee who has completed 15 years continuous service or more, for each completed month of service subsequent to the expiry of the accrual date.

(e) Any period during which an employee—

- (i) is on leave in terms of sub-clause (a) hereof; or
- (ii) undergoes 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 employment for the purposes of this sub-clause, 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 after a request for such a certificate by the employer, fails 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.

(f) 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.

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 that 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 actual wages paid together with the date of the employee's entering and leaving the employer's service.

(ii) in die geval van 'n werknemer wat minder as 15 jaar aaneenlopende diens voltooi het, een dag ten opsigte van elke voltooiende maand diens by die werkgever van die datum waarop hy laas op verlof kragtens paragraaf (a) hiervan geregtig geword het, of in die geval van 'n werknemer wat minder as twaalf maande in diens was na die datum van sy indienstreding;

(iii) in die geval van 'n werknemer wat 15 jaar of langer aaneenlopende diens voltooi het, een en 'n halfdag ten opsigte van elke voltooiende maand diens by die werkgever vanaf die datum waarop hy laas op verlof kragtens subklousule (a) hiervan geregtig geword het.

(d) 'n Werknemer vir wie verlof kragtens subklousules (a) (i) of (ii) hiervan opgeloopt het, maar wat verhinder is om sodanige verlof op die ooplooptdatum te neem, is, wanneer hy wel sy verlof neem, geregtig, benewens die verlof wat kragtens paragraaf (a) hiervan opgeloopt het, op een dag verlof vir elke voltooiende maand diens, in die geval van 'n werknemer wat minder as 15 jaar aaneenlopende diens voltooi het en in die geval van 'n werknemer wat 15 jaar of langer aaneenlopende diens voltooi het, op een en 'n halfdag verlof vir elke voltooiende maand diens nadat die ooplooptdatum vervel het.

(e) Enige tydperk wanneer 'n werknemer—

- (i) kragtens subklousule (a) hiervan met verlof is; of
- (ii) vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, moet meemaak; of
- (iii) op las of op versoek van sy werkgever van sy werk afwesig is; of
- (iv) van die werk afwesig is weens siekte of bevalling;

word vir die toepassing van hierdie subklousule as diens beskou; met dien verstande dat die bepaling van artikel (iv) van hierdie paragraaf nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid weens siekte van meer as drie agtereenvolgende dae as die werknemer, nadat die werkgever hom om 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 afwesigheids tydperk van meer as 30 dae gedurende twaalf maande diens.

(f) Enige bedrag wat aan 'n werknemer betaal word kragtens paragrafe (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 vakansie-verlof vir besoldiging te werk nie.

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

13. SIEKTEBESOLDIGING.

'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 van sodanige afwesigheid volle besoldiging en vir nog twaalf werkdae van sodanige afwesigheid halfbesoldiging te ontvang, onderworpe aan die voorlegging van 'n doktersertifikaat.

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 die bepaling van 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 inbreuk op onderstaande 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 voorsiening maak vir 'n langer termyn as vier-en-twintig uur diensopsegging;

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 ontslagertifikaat wat vermeld—

- (a) duur van diens;
- (b) dat alle verskuldigde lone vir verrigte werk en alle verskuldigde bedrae ter vereffening van opgeloopte 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, bedryf, 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 vrystelling van enige bepalinge van hierdie Ooreenkoms verleen.

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

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

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes vasgestel ooreenkomstig die bepalings van 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 werkgewer stuur.

18. UITGAWES VAN DIE RAAD.-

Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgewer 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 werkgewer 'n gelyke bedrag voeg en op of voor 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 afrekkings betrekking het.

19. INDIENSNEMING VAN LEDE VAN VAKVERENIGING.

By werkverskaffing moet voorrang verleen word aan lede van die vakvereniging en werkgewers 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 werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die bepalinge daarvan strydig is nie.

Namens die partye op hede die 12de dag van Junie 1956,
in Johannesburg onderteken.

K. PARKHURST,
Voorsitter van die Raad.

W. H. HOOD,
Ondervoorsitter van die Raad.

J. R. SHARP,
Sekretaris van die Raad.

AANHANGSEL

HEFFINGSVORM.

[illegible]

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.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
For first three months of experience.....	3 5 0	1 5 0	3 5 0	1 5 0	3 10 0	1 10 0
For second three months of experience.....	3 10 0	1 7 6	3 10 0	1 7 6	3 15 0	1 12 6
For third three months of experience.....	3 15 0	1 10 0	3 15 0	1 10 0	4 0 0	1 15 0
For fourth three months of experience.....	4 0 0	1 12 6	4 0 0	1 12 6	4 5 0	1 17 6
For fifth three months of experience.....	4 5 0	1 15 0	4 5 0	1 15 0	4 7 10	2 0 0
For sixth three months of experience.....	4 10 0	1 17 6	4 10 0	1 17 6	4 7 10	2 2 6
For seventh three months of experience.....	4 15 0	2 0 0	4 12 10	2 0 0	4 7 10	2 5 0
For eighth three months of experience.....	5 0 0	2 2 6	4 12 10	2 2 6	4 7 10	2 7 6
For ninth three months of experience.....	5 15 0	2 5 0	4 12 10	2 5 0	4 7 10	2 10 0
For tenth three months of experience.....	4 15 0	2 7 6	4 12 10	2 7 6	4 7 10	2 12 6
For eleventh three months of experience.....	5 15 0	2 10 0	4 12 10	2 10 0	4 7 10	2 15 0
For twelfth three months of experience.....	5 15 0	2 12 6	4 12 10	2 12 6	4 7 10	2 17 6
For thirteenth three months of experience.....	5 15 0	2 15 0	4 12 10	2 15 0	4 12 10	3 0 0
For fourteenth three months of experience.....	5 15 0	2 17 6	4 12 10	2 17 6	4 12 10	3 2 6
For fifteenth three months of experience.....	5 15 0	3 0 0	4 17 10	3 0 0	4 12 10	3 5 0
For 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 (Ondervinding).	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.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Vir die eerste drie maande ondervinding.....	3 5 0	1 5 0	3 5 0	1 5 0	3 10 0	1 10 0
Vir die tweede drie maande ondervinding.....	3 10 0	1 7 6	3 10 0	1 7 6	3 15 0	1 12 6
Vir die derde drie maande ondervinding.....	3 15 0	1 10 0	3 15 0	1 10 0	4 0 0	1 15 0
Vir die vierde drie maande ondervinding.....	4 0 0	1 12 6	4 0 0	1 12 6	4 5 0	1 17 6
Vir die vyfde drie maande ondervinding.....	4 5 0	1 15 0	4 5 0	1 15 0	4 7 10	2 0 0
Vir die sesde drie maande ondervinding.....	4 10 0	1 17 6	4 10 0	1 17 6	4 7 10	2 2 6
Vir die sewende drie maande ondervinding.....	4 15 0	2 0 0	4 12 10	2 0 0	4 7 10	2 5 0
Vir die agste drie maande ondervinding.....	5 0 0	2 2 6	4 12 10	2 2 6	4 7 10	2 7 6
Vir die negende drie maande ondervinding.....	5 15 0	2 5 0	4 12 10	2 5 0	4 7 10	2 10 0
Vir die tiende drie maande ondervinding.....	5 15 0	2 7 6	4 12 10	2 7 6	4 7 10	2 12 6
Vir die elfde drie maande ondervinding.....	5 15 0	2 10 0	4 12 10	2 10 0	4 7 10	2 15 0
Vir die twaalfde drie maande ondervinding.....	5 15 0	2 12 6	4 12 10	2 12 6	4 7 10	2 17 6
Vir die dertiende drie maande ondervinding.....	5 15 0	2 15 0	4 12 10	2 15 0	4 12 10	3 0 0
Vir die veertiende drie maande ondervinding.....	5 15 0	2 17 6	4 12 10	2 17 6	4 12 10	3 2 6
Vir die vyftiende drie maande ondervinding.....	5 15 0	3 0 0	4 17 10	3 0 0	4 12 10	3 5 0
Vir die sestiende drie maande ondervinding.....	5 15 0	3 2 6	4 17 10	3 2 6	4 12 10	3 7 6
Vir die volgende ses maande ondervinding.....	6 0 0	5 15 0	4 17 10	4 12 10	4 17 6	4 7 10
Vir die volgende ses maande ondervinding.....	6 0 0	5 15 0	5 2 10	4 12 10	4 17 6	4 7 10
Vir die volgende twee jaar ondervinding.....	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. 715.]

[17 May 1957.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BREWING INDUSTRY, WITWATERSRAND.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Brewing Industry, Witwatersrand, published under Government Notice No. 714 of the 17th May, 1957, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

No. 715.]

[17 Mei 1957.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BROUERSNYWERHEID, WITWATERSRAND.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-entwintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Brouersnywerheid, Witwatersrand, gepubliseer by Goewermentskennisgewing No. 714 van 17 Mei 1957, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van die genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



"COMMERCE & INDUSTRY"

*The monthly Journal
of the Department of Commerce and Industries*

SUBSCRIPTION: In the Union of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, Southern and Northern Rhodesia, Mocambique, Angola, Belgian Congo, Nyassaland, Tanganyika, Kenya and Uganda—6d per copy or 5/- (7/6 elsewhere) per annum, payable in advance to The Government Printer, Pretoria

PUBLISHED IN BOTH OFFICIAL LANGUAGES

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in the Union, the latest Departmental information on market possibilities for Union products in countries at present covered by the Union's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in the Union, the latest information on price and commodity control, most reports (unabridged) of the Board of Trade and Industries, and articles of a general nature in connection with commerce and industry

INVOERDERS UITVOERDERS NYWERAARS

teken in op



"HANDEL EN NYWERHEID"

*Die maandblad
van die Departement van Handel en Nywerheid*

INTEKENGELD: In die Unie van S.A., Suidwes-Afrika, Betsjoeanaland-Protektoraat, Swasieland, Basoetoland, Suid- en Noord-Rhodesië, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenvoerders het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid

Reading matter for Farmer and Wife!

The Department of Agriculture, Pretoria, issues the following family publication (in English and Afrikaans) in the interest of farmers in particular, for the agricultural industry in general and for every woman—

FARMING **in South Africa**

incorporating *"The Woman and her Home"*

A monthly journal of short, practical articles, intended particularly for the farmer and his wife who want sound, expert advice in plain, non-technical language; richly illustrated with photo's Every farmer should keep in touch with his Department, and obtain the advice it is able to give, by reading—



SUBSCRIPTIONS in the Union of South Africa (including South West Africa), 18s. per annum.

Subscriptions may be posted direct to the Chief, Division of Publicity, Department of Agriculture, Private Bag 144, Pretoria.

FARMING IN SOUTH AFRICA incorporating *"The Woman and her Home"*

Leesstof vir die Boer en sy Vrou!

Die Departement van Landbou, Pretoria, publiseer die volgende gesinsblad (in Afrikaans en Engels) in belang van boere in die besonder, van die landboubedryf in die algemeen en van alle vroue—

BOERDERY **in Suid-Afrika**

waarby ingelyf is *„Die Vrou en haar Huis"*

'n Maandblad bevattende kort, praktiese artikels, spesiaal bedoel vir die boer en sy vrou wat goeie, deskundige advies verlang en geskryf in eenvoudige, nie-tegniese taal; ryklik toegelig met foto's Elke boer behoort met sy Departement in voeling te bly en die advies te verkry wat dit in staat is om te gee, deur middel van—



INTEKENGELD in die Unie van Suid-Afrika (met inbegrip van Suidwes-Afrika), 18s. per jaar.

Intekengeld kan direk aan die Hoof, Afdeling Publisiteit, Departement van Landbou, Posak 144, Pretoria, gepos word.

BOERDERY IN SUID-AFRIKA waarby ingelyf is *„Die Vrou en haar Huis"*

Buy Union Loan Certificates

Koop Unie-leningssertifikate