



Buitengewone
Staatskoerant
Government Gazette
Extraordinary

(As 'n Nuusblad by die Poskantoor Geregistreer)

(Registered at the Post Office as a Newspaper)

(REGULASIEKOERANT No. 290)

Prys 10c Price
 Oorsee 15c Overseas
 POSVRY - POST FREE

(REGULATION GAZETTE No. 290)

VOL. XI.]

PRETORIA, 31 JANUARIE
 31 JANUARY 1964.

[No. 708.]

GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 165.] [31 Januarie 1964.
**WET OP NYWERHEIDSVERSOENING, 1956; SOOS
 GEWYSIG.**

**JUWELIERSWARE- EN EDELMETAAL-
 NYWERHEID (KAAP).**

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
 verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
 versoening, 1956, soos gewysig, dat die bepalings
 van die Ooreenkoms wat in die Bylae hiervan
 verskyn en op die Juweliersware- en Edelmetaal-
 nywerheid betrekking het, vanaf 1 Februarie 1964
 en vir die tydperk wat op 31 Julie 1967 eindig,
 bindend is vir die werkgewersorganisasie en vak-
 vereniging wat genoemde Ooreenkoms aangegaan
 het en vir die werkgewers en werknemers wat lede
 van genoemde organisasie of vakvereniging is; en
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
 van genoemde Ooreenkoms, uitgesonderd dié
 vervat in klousules 1 (a), 2, 20, 22, 23 en 31, vanaf
 1 Februarie 1964 en vir die tydperk wat op 31
 Julie 1967 eindig, bindend is vir alle ander werk-
 gewers en werknemers as dié vermeld in paragraaf
 (a) van hierdie kennisgewing, wat betrokke is by
 of in diens is in genoemde Nywerheid in die
 landdrosdistrik die Kaap; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
 van genoemde Ooreenkoms, uitgesonderd dié
 vervat in klousules 1 (a), 2, 15 (7) (e), 20 tot en met
 23 en 31, vanaf 1 Februarie 1964 en vir die tydperk
 wat op 31 Julie 1967 eindig, in die landdrosdistrik
 die Kaap *mutatis mutandis* bindend is vir alle
 Naturelle in diens in genoemde Nywerheid by die
 werkgewers vir wie enigene van genoemde
 bepalings ten opsigte van werknemers bindend is en
 vir daardie werkgewers ten opsigte van Naturelle
 in hul diens.

A. E. TROLLIP,
 Minister van Arbeid.
 R.N. 3/11/115.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 165.] [31 January 1964.
**INDUSTRIAL CONCILIATION ACT, 1956, AS
 AMENDED.**

**JEWELLERY AND PRECIOUS METAL INDUSTRY
 (CAPE).**

I, ALFRED ERNEST TROLLIP, 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, as amended, declare that the provisions
 of the Agreement which appears in the Schedule
 thereto and which relates to the Jewellery and
 Precious Metal Industry, shall be binding from the
 1st February, 1964, and for the period ending the
 31st July, 1967, upon the employers' organisation
 and the trade union which entered into the said
 Agreement and upon the employers and employees
 who are members of the said organisation or
 union;
- (b) in terms of paragraph (b) of sub-section (1) of
 section *forty-eight* of the said Act, declare that the
 provisions of the said Agreement, excluding those
 contained in clauses 1 (a), 2, 20, 22, 23 and 31,
 shall be binding from the 1st February, 1964, and
 for the period ending the 31st July, 1967, upon all
 employers and employees other than those referred
 to in paragraph (a) of this notice, engaged or
 employed in the said Industry, in the Magisterial
 District of the Cape; and
- (c) in terms of paragraph (a) of sub-section (3) of
 section *forty-eight* of the said Act, declare that in
 the Magisterial District of the Cape and from the
 1st February, 1964, and for the period ending 31st
 July, 1967, the provisions of the said agreement,
 excluding those contained in clauses 1 (a), 2, 15
 (7) (e), 20 to 23 (inclusive), and 31, 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.

A. E. TROLLIP,
 Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen

The Cape Jewellery Manufacturers' Association (hieronder die "werkgewers" of die "Werkgewersorganisasie" genoem), aan die een kant, en

The Jewellers' and Goldsmiths' Union (hieronder die "werknemers" of die "Vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet in die land-drosdistrik die Kaap nagekom word deur alle lede van die werkgewersorganisasie wat by die Juweliersware- en Edelmetaalnywerheid betrokke is en deur alle lede van die vakvereniging wat in daardie Nywerheid werksaam is.

(b) Ondanks die bepalings van paragraaf (a), is die bepalings van hierdie Ooreenkoms—

- (i) slegs op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers van toepassing;
- (ii) op vakleerlinge van toepassing slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag tot 31 Julie 1967 of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook die vroulike geslag bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "vakleerling"—

(a) enigeen wat in 'n ambag wat ingevolge artikel *sestien* van die Wet op Vakleerlinge, 1944, in die Nywerheid aangewys is, in diens is ooreenkomstig 'n kontrak wat ingevolge subartikel (2) van artikel *twintig* of *drie-en-twintig* van genoemde Wet geregistreer is, en ook 'n minderjarige wat ooreenkomstig artikel *negentien* van die Wet in diens geneem is; of

(b) enigeen wat op die datum waarop die betrokke ambag ooreenkomstig subartikel (1) van artikel *sestien* van die Wet op Vakleerlinge, 1944, aangewys is, nie 'n minderjarige was nie en wat in 'n erkende ambag in die nywerheid in diens is ooreenkomstig 'n vakleerling-kontrak wat vir 'n tydperk van minstens die erkende opleidingstydperk van krag is en wat voor die datum van publikasie van die voorlopige kennisgewing van aanwysing ingevolge subartikel (4) van genoemde artikel aangegaan is; met dien verstande dat die kontrak, toe dit aangegaan is—

- (i) op skrif gestel is;
- (ii) deur of namens die werkgewer onderteken is;
- (iii) deur die vakleerling onderteken is; en
- (iv) deur die voog van die vakleerling onderteken is as die vakleerling minderjarig was toe die kontrak aangegaan is;

"Raad" die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap) wat ingevolge artikel *negentien* (3) van die Wet op Nywerheidsversoening, 1956, geregistreer is; "bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer persone in die Juweliersware- en Edelmetaalnywerheid werksaam is;

"ondervinding" met betrekking tot bepaalde werksaamhede, die totale dienstdynerk of -tydperke van 'n werknemer in die nywerheid en in die verrigtinge van werksaamhede binne dieselfde indeling as eersgenoemde werksaamhede, sonder om 'n aanpassing te maak ten opsigte van korttyd of oortyd wat gedurende sodanige dienstdynerk of -tydperke gewerk is;

"Nywerheid" die Juweliersware- en Edelmetaalnywerheid;

"Juweliersware- en Edelmetaalnywerheid" die gesamentlike onderneming waarin werkgewer en werknemer met mekaar geassosieer is vir een of meer van die volgende doeleindes:—

(a) Die vervaardiging van die volgende artikels, hoofsaaklik uit edelmetale, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan:—

- (i) Juweliersware en/of persoonlike sierade, met of sonder sierstene;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

AGREEMENT

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

The Cape Jewellery Manufacturers' Association (hereinafter referred to as "the employers" or "the employers' organisation") of the one part, and

The Jewellers' and Goldsmiths' Union (hereinafter referred to as "the employees" or "the Trade Union") of the other part,

being parties to the Industrial Council for the Jewellery and Precious Metal Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial District of the Cape by all members of the employers' organisation who are engaged in the Jewellery and Precious Metal Industry and by all members of the trade union who are employed in that industry.

(b) Notwithstanding the provisions of paragraph (a) the terms of this Agreement shall—

- (i) only apply to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;
- (ii) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister in terms of section *forty-eight* of the Act and shall remain in force until the 31st July, 1967, or for such a period as may be determined by him.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956, as amended; "apprentice" means—

(a) any person employed under a contract of apprenticeship in any trade in the Industry designated in pursuance of section *sixteen* of the Apprenticeship Act, 1944, and which said contract has been registered in terms of sub-section (2) of section *twenty* or *twenty-three* of the said Act, and includes any minor employed under section *nineteen* thereof; or

(b) any person, not being a minor at the date on which the trade concerned was designated in pursuance of sub-section (1) of section *sixteen* of the Apprenticeship Act, 1944, employed under a contract of apprenticeship in any recognised trade in the Industry which contract is for a period of not less than the recognised period of training and which was entered into prior to the date of publication of the preliminary notice of designation under sub-section (4) of the said section; provided that at the time the contract was entered into it was—

- (i) reduced to writing;
- (ii) signed by or on behalf of the employer;
- (iii) signed by the apprentice; and
- (iv) if, at the time the contract was entered into the apprentice was a minor, signed by the guardian of the apprentice;

"Council" means the Industrial Council for the Jewellery and Precious Metal Industry (Cape) registered in terms of section *nineteen* (3) of the Industrial Conciliation Act, 1956;

"establishment" means any premises in or in connection with which one or more persons are employed in the Jewellery and Precious Metal Industry;

"experience", in relation to any particular operations, means the total period or periods of employment which an employee has had in the Industry and in the performance of any operations within the same classification as such first-mentioned operations, without making any adjustment in respect of short time or overtime worked during such period or periods of employment;

"Industry" means the Jewellery and Precious Metal Industry;

"Jewellery and Precious Metal Industry" means the joint enterprise in which employer and employee are associated for any one or more of the following purposes:—

(a) The manufacture of the following articles mainly from precious metals, including all operations incidental to such manufacture:—

- (i) Articles of jewellery and/or personal adornment, with or without ornamental stones;

- (ii) montuur vir sierstene;
- (iii) medaljes, medaljons, wapens, vrymesselaarsjuwele en/of dergelike artikels;
- (iv) ornamente, siervate, siergerei en/of dergelike sier-artikels;
- (v) dele van enigene van voornoemde artikels;

- (b) die montering en/of hermontering van sierstene in enigene van die artikels bedoel in paragraaf (a);
- (c) die gravering van enigene van die artikels bedoel in paragraaf (a);
- (d) die herstel, verandering en/of opknapping van enigene van die artikels bedoel in paragraaf (a);
- (e) die emaljerings van enigene van die artikels bedoel in paragraaf (a);
- (f) die maak en/of herstel van gereedskap en/of stempels wat gebruik word vir of bedoel is vir gebruik in enigene van die werksaamhede bedoel in hierdie omskrywing, wanneer dit onderneem word deur 'n werk-gewer wat by sodanige werksaamhede betrokke is en wanneer dit in verband daarmee onderneem word;
- (g) die gravering van stempels wat in enigene van die werksaamhede bedoel in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is;

"emaljerings" die aanbring van 'n verglaasde stof met die hand of 'n masjien en/of deur middel van 'n hitteproses op die oppervlakte van 'n metaalvoorwerp;

"edelmetale" die edelmetale goud, silwer, platina en/of palladium en/of alle legerings wat genoemde edelmetale of enigene daarvan in sodanige verhouding tot ander metale bevat dat dit die grootste gedeelte van die waarde van sodanige legering uitmaak;

"sierstene" edele en/of halfedele juweelstene en/of ander sierstene, hetsy geslyp en gepoleer of in 'n natuurlike vorm en van 'n natuurlike glans en/of namaaksels van sodanige stene;

"graveerwerk", sonder om die betekenis daarvan te beperk, ook die volgende:—

- (i) Die gravering van blom-, dekoratiewe en/of abstrakte ontwerpe;
- (ii) die gravering van inskripsies, datums, monogramme, voorletters en/of iets dergeliks;
- (iii) die gravering van heraldiese ontwerpe;
- (iv) die gravering van buitelyne vir uitsnydoeleindes;
- (v) reliëfsnywerk en/of versinkwerk vir die doeleindes van of ter voorbereiding van emaljerings of ander werk; en
- (vi) matwerk, bosseleerwerk, kerfwerk en/of gedrewe werk;

"vakman" 'n persoon, uitgesonderd 'n markasietvakman, wat—

- (a) sy leertyd as 'n vakleerling ingevolge 'n vakleerling-kontrak soos dié bedoel in paragraaf (a) van die omskrywing van "vakleerling", deurgemaak en voltooi het; of
- (b) vir vyf jaar of langer werksaam was in enigene van die klasse werk genoem in klousule 6A;

"Wet" ook die gemene reg;

"markasietvakman" 'n persoon wat vir vyf jaar of langer werksaam was in enigene van die klasse werk genoem in klousule 6C;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel *een-en-twintig* (1) gelees met sub-artikels (1) en (2) van artikel *twee-en-twintig*, van die Verdedigingswet, 1957, moet ondergaan maar nie ook opleiding wat hy verkies om ingevolge artikel *drie-en-twintig* van genoemde Wet te ondergaan nie of enige ander opleiding of diens waarvoor hy hom vrywillig aanmeld en wat hy verkies om te ondergaan nie;

"kwekling" 'n persoon, uitgesonderd 'n vakleerling, wat werksaam is in enigene van die klasse werk genoem in klousule 6C van hierdie Ooreenkoms en wat minder as vyf jaar ondervinding van sodanige werksaamhede het;

"besoldiging" betaling, in geld of in natura of beide in geld en in natura, gedoen of verskuldig aan enigene, wat enigerwyse voortspruit uit sy indiensneming, en het "besoldig" 'n ooreenstemmende betekenis;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos voorgeskrif in klousule 5 of dié hoër bedrag wat 'n werkgever gereeld aan 'n werknemer betaal ten opsigte van sy gewone werkure, maar uitgesonderd enige ander betaling.

4. KONTRAKGRONDSLAG.

(1) Die lone en diensvoorwaardes wat in hierdie Ooreenkoms voorgeskrif word, is die minimum lone of ander besoldiging en die minimum diensvoorwaardes in die Nywerheid vir werknemers wat werksaam is in die klasse werk wat in klousule 6 gemeld word.

(2) Geen ooreenkoms, hetsy uitdruklik of stilswyend, wat voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan is en wat ingevolge artikel *agt-en-veertig* van die Wet bindend verklaar is en geen vrystellingsertifikaat wat uitgereik is, mag die uitwerking hê nie dat 'n werknemer minder besoldiging betaal word as dié in hierdie Ooreenkoms voorgeskrif, of dat behandeling op hom toegepas of voordele aan hom verleen

(ii) mountings for ornamental stones;

(iii) medals, medallions, badges, masonic jewels and/or like articles;

(iv) ornaments, ornamental vessels, ornamental utensils and/or like ornamental articles;

(v) parts of any of the aforesaid articles;

(b) the setting and/or resetting of ornamental stones in any articles referred to in paragraph (a);

(c) the engraving of any articles referred to in paragraph (a);

(d) the repairing, altering and/or renovating of any such articles referred to in paragraph (a);

(e) the enamelling of any articles referred to in paragraph (a);

(f) the making and/or repairing of tools and/or dies used or intended for use in any of the activities referred to in this definition when undertaken by any employer engaged in such activities and when undertaken in connection therewith;

(g) the engraving of dies used or intended for use in any of the activities referred to in this definition;

"enamelling" means a vitrified substance applied to the surface of the metallic object by hand or machine and/or heat process;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of them in such proportion with any other metals as to be the greater part in value of such alloy;

"ornamental stones" means precious and/or semi-precious gem stones and/or any other ornamental stones, whether cut and polished or of natural shape and lustre and/or imitations of any such stones;

"engraving" includes, but without limiting the meaning thereof, the following:—

- (i) Engraving of floral, decorative and/or abstract designs;
- (ii) engraving of inscriptions, dates, monograms, initials and/or the like;
- (iii) engraving of heraldic design;
- (iv) engraving of outlines for cutting out;
- (v) cutting in relief and/or sinking for the purpose of, or in preparation for, enamelling or otherwise; and
- (vi) matting, embossing, carving and/or chasing;

"journeyman" means any person, other than a marcasite journeyman—

(a) who has served and completed an apprenticeship in terms of a contract of apprenticeship such as referred to in paragraph (a) of the definition of "apprentice";

(b) who has been employed for five years or longer in any of the classes of work set out in clause 6 A;

"Law" includes Common Law;

"marcasite journeyman" means any person who had been employed for five years or longer in any of the classes of work set out in clause 6 C;

"military training" means continuous training which an employee is required to undergo in terms of section *twenty-one* (1) read with sub-sections (1) and (2) of section *twenty-two* of the Defence Act 1957, but does not include any training he may elect to undergo in terms of section *twenty-three* of the said Act or any other training or service for which he volunteers or which he elects to undergo;

"trainee" means any person other than an apprentice employed in any of the classes of work set out in clause 6 C of this Agreement who has had less than five years' experience in such operations;

"remuneration" means any payment in money or in kind or both in money and in kind, made or owing to any person, which arises in any manner whatsoever out of employment, and "remunerate" has a corresponding meaning;

"wage" means that portion of the remuneration payable to any employee in money in respect of the ordinary hours of work laid down in clause 5 or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work but excluding any other payment.

4. BASIS OF CONTRACT.

(1) The wages and conditions of employment prescribed in this Agreement shall be the minimum wages or other remuneration and the minimum conditions of employment in the Industry for employees employed upon the classes of work respectively set forth in clause 6.

(2) No agreement, express or implied whether entered into before or after the coming into operation of this Agreement that has been declared to be binding under section *forty-eight* of the Act or the issue of any licence of exemption, shall operate to permit the payment to an employee of remuneration less than that prescribed by this Agreement, or of the application to any employee, of any treatment, or the grant to him of any benefits, less

word wat minder gunstig is as die behandeling of voordeel wat aldus voorgeskryf word, en sodanige ooreenkoms of vrystelling-sertifikaat raak ook nie 'n afstanddoening, deur 'n werknemer, van 'n bepaling van hierdie Ooreenkoms wat op hom van toepassing is nie. Enigeen wat 'n ooreenkoms aangaan wat, na bewering, sodanige betaling, toepassing of verlening toelaat of sodanige afstanddoening in werking stel, begaan 'n misdryf en so 'n ooreenkoms is ongeldig.

(3) Behoudens die bepalinge van klousule 25, is die minimum duur van 'n dienskontrak tussen die werkgewer en die werknemer een week, en daarna is een week die minimumgrondslag vir die duur van die kontrak; met dien verstande dat hierdie subklousule nie op vakleerlinge van toepassing is nie.

(4) 'n Werkgewer moet ten opsigte van elke week diens aan sy werknemer die volle weekloon wat in klousule 6 voorgeskryf word, betaal afgesien daarvan of die werkgewer van die werknemer vereis het om die maksimum getal gewone werkure soos voorgeskryf in subklousule (1) van klousule 5, of minder werkure te werk; met dien verstande dat hierdie subklousule onderworpe is aan die bepalinge van subklousule (6) van klousule 13 en subklousule (7) van klousule 15.

(5) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê nie dat dit die loon of ander besoldiging wat 'n werknemer ten tyde van die inwerkingtreding van hierdie Ooreenkoms ontvang, verminder terwyl hy by dieselfde werkgewer in diens is.

5. GEWONE WERKURE.

(1) Die gewone werkure van 'n werknemer mag hoogstens die volgende wees:—

- Vyf-en-veertig in 'n bepaalde week vanaf Maandag tot en met Sterdag;
- behoudens die bepalinge van subparagraaf (a) hiervan, nege uur op 'n bepaalde dag in die geval van 'n werknemer wat vyf dae per week werk of, in die geval van 'n werknemer wat ses dae per week werk, agt uur en vyftien minute per dag op vier dae, agt uur op een dag en vier uur op die oorblywende dag.

(2) *Etienspouses.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir langer as vyf agtereenvolgende ure op 'n bepaalde dag sonder 'n pouse van minstens een uur, waarin daar geen werk verrig mag word nie, te werk nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydure te wees nie; met dien verstande dat—

- indien hierdie pouse langer as een uur is, enige tydperk van langer as een en 'n half uur geag word gewone werkure of oortydwerkure, na gelang van die geval, te wees;
- werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(3) *Ruspouses.*—'n Werkgewer moet aan elke werknemer, uitgesonderd 'n werknemer wat goedere aflewer, 'n ruspouse van minstens tien minute toestaan in die middel van elke werktydperk in die voormiddag en in die namiddag, of so na aan die middel daarvan as wat doenlik is, en sodanige pouse word geag deel van die gewone werkure uit te maak. Gedurende sodanige ruspouse moet die werkgewer fasiliteite verskaf vir die maak van tee of koffie vir sy werknemers.

(4) *Werkure moet aaneenlopend wees.*—Behoudens die bepalinge van subklousule (2) van hierdie klousule, moet alle werkure op 'n dag aaneenlopend wees.

(5) *Kennisgewing van gewone werkure.*—Die werkgewer moet 'n kennisgewing wat onderstaande besonderhede bevat, op 'n opvallende plek in sy bedryfsinrigting waar dit geredelik gesien en gelees kan word deur sy werknemers, opklak of ophang:—

- Die getal gewone werkure wat die werknemers in sy bedryfsinrigting elke week moet werk;
- die dae van die week waarop sodanige gewone ure gewerk moet word; en
- die begin- en uitskeityd vir die werktydperke gedurende die oggend en die namiddag ten opsigte van elke sodanige werktag.

6. INDELING VAN WERK EN GEWONE MINIMUM LOON VIR GEWONE WERKURE.

Die minimum weekloon wat 'n werkgewer aan elkeen van ondergenoemde klasse werknemers moet betaal, is soos volg:—

A.—VAKMAN SE WERK.

Enigeen of meer van die volgende werksaamhede, afgesien van die groep of groepe waaronder dit val:—

Klasse werk.

Groep I.—Monteer- en/of edelmetaalwerk:—

- Edelmetale leger.....
- Met die hand monteer, met of sonder die gebruik van handgereedskap.....
- Metaal met die hand fatsoeneer deur dit te buig, te vou en/of te manipuleer.....
- Gesmelte edelmetaal met die hand uitgiel of uitgiel en giet, met of sonder die gebruik van handgereedskap, of deur 'n masjien te bedien....

R

24.80

favourable to him than the treatment or benefit so prescribed, nor shall it effect any waiver by any employee of the application to him of any provision of this Agreement. Any person who enters into any agreement purporting to permit of any such payment, application or grant or to effect any such waiver shall be guilty of an offence, and any such agreement shall be void.

(3) Subject to the provisions of clause 25 the minimum duration of any contract of employment between employer and employee shall be one week and thereafter the minimum basis of duration of the contract shall be weekly, provided that this sub-clause shall not apply to apprentices.

(4) An employer shall pay to his employee the full weekly wage prescribed in clause 6, in respect of each week of employment, whether the employer has required the employee to work the maximum number of ordinary hours of work prescribed in sub-clause (1) of clause 5 or less provided that this sub-clause shall be subject to sub-clause (6) of clause 13 and sub-clause (7) of clause 15.

(5) Nothing in this Agreement shall operate to reduce the wages or other remuneration which any employee is receiving at the time of coming into operation of this Agreement whilst engaged by the same employer.

5. ORDINARY HOURS OF WORK.

(1) The ordinary hours of work of an employee shall not exceed—

- forty-five in any week from Monday to Saturday inclusive;
- subject to sub-paragraph (a) hereof, nine hours on any day, in the case of an employee who works a five-day week, or, in the case of an employee who works a six-day week, eight and one-quarter hours per day on four days, eight hours on one day and four hours on the remaining day.

(2) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any one day without an interval of not less than one hour during which no work shall be performed, and which interval shall not be deemed to be part of the ordinary hours of work or overtime, provided that—

- if this interval be longer than one hour, any period in excess of an hour and one-half shall be deemed to be ordinary hours worked or overtime, as the case may be;
- periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(3) *Rest Intervals.*—An employer shall provide each employee, other than an employee engaged in the delivery of goods, a rest interval of not less than ten minutes in the middle of each morning and each afternoon work period, or as near thereto as practicable, and such interval shall be reckoned as part of the ordinary hours of work. During such rest intervals the employer shall provide facilities for the making of tea or coffee to his employees.

(4) *Hours of Work to be Continuous.*—Subject to the provisions of sub-clause (2) of this clause, all hours of work in any day shall be continuous.

(5) *Notice of Ordinary Hours of Work.*—The employer shall affix or append to a conspicuous part of his establishment where it may be readily seen and read by his employees a notice containing the following particulars:—

- The number of ordinary hours of work per week to be worked by the employees in his establishment;
- the days of the week in which such ordinary hours are to be worked; and
- the commencing and finishing times for the morning and afternoon work periods in respect of each such working day.

6. CLASSIFICATION OF WORK AND ORDINARY MINIMUM WAGES FOR ORDINARY HOURS OF WORK.

The minimum weekly wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

A.—JOURNEYMAN'S WORK.

Any one or more of the following operations irrespective of the group or groups to which they appear:—

Classes of Work.

Group I.—Mounting and/or Precious Metal Working:—

- Alloying precious metals.....
- Assembling by hand with or without the use of hand tools.....
- Bending, plying and/or manipulating metal to shape by hand.....
- Pouring, or pouring and casting molten precious metal either by hand, with or without the use of hand tools or by operating any machine.....

R

24.80

<i>Klasse werk.</i>	R
(v) Vorms vir die giet van etelmetale maak en/of berei, maar uitgesonderd die bereiding van vorms vir die giet van gewone gietblokke van edelmetaal.	24.80
(vi) Metaal sny as 'n werk wat voortvloei uit die werk wat deur die bepaalde vakman verrig word.	
(vii) Boorwerk verrig deur middel van handgereedskap (met inbegrip van 'n boor met 'n buigbare skag) of met 'n elektries aangedrewe handboor.	
(viii) Metaal met die hand vyl.	
(ix) Metaal met 'n handhamer of ander handgereedskap uitklop.	
(x) Draaibankwerk verrig.	
(xi) Metaal berei vir trekpyl of charnier (maar uitgesonderd die trek van metaal deur trekplate).	
(xii) Ponswerk met 'n handpons of enige ander handgereedskap of -instrument verrig.	
(xiii) 'n Vervaardigde artikel of 'n gedeelte van sodanige artikel herstel en/of verander.	
(xiv) Metaal met 'n figuursaag saag.	
(xv) Metaal met die hand en met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp soldeer (afgesien daarvan van sodanige blaaspyp met die mond of met lugdruk in werking gebring word).	24.80
(xvi) Metaal deur middel van 'n masjiensoldeer en/of 'n soldeermasjiens bedien en/of 'n soldeeroond bedien.	
(xvii) Spinwerk verrig.	
(xviii) Werksaamhede verrig in of in verband met die volgende bepaalde prosesse van waslaaggietwerk:—	
(a) Die maak van vorms vir waspatrone.	
(b) Die bediening van 'n sentrifugale gietmasjiens deur middel van elektrisiteit en/of gas.	
(c) Die afsaag van kers, gietvertakkings en gietkanale van gietstukke af.	
(d) Die vyl en/of gladmaak en/of skoonmaak van gietstukke, die afsny, afknip en/of afsaag van kers, gietverlakkings of gietkanale.	

OPMERKING.—Die uitdrukking „edelmetale” word in klousule 3 omskryf.

<i>Groep II.—Die montering van sierstene:—</i>	R
(i) Sierstene met die hand, en ook met behulp van handgereedskap, monteer.	24.80
(ii) Sierstene deur middel van handstempels en/of pons monteer.	
(iii) Kerf- en opsniewerk verrig.	

OPMERKING.—Die uitdrukking „sierstene” word in klousule 3 omskryf.

<i>Groep III.—Graveerwerk:—</i>	R
(i) Met die hand graveer, met inbegrip van die gebruik van handgereedskap.	24.80
(ii) Met 'n masjiens graveer.	

OPMERKING.—Die uitdrukking „graveerwerk” word in klousule 3 omskryf.

<i>Groep IV.—Masjiendraaiwerk.</i>	24.80
------------------------------------	-------

<i>Groep V.—Graveer- en/of tempelsnywerk:—</i>	
Die gravering en/of sny van stempels wat gebruik word of bedoel is vir gebruik in engeen van die werksaamhede gemeld onder “Groep I” en “Groep II” hierbo.	24.80

<i>Groep VI.—Emaljering:—</i>	
Handgeskilderde emaljewerk.	24.80

OPMERKING.—Die uitdrukking „emaljering” word in klousule 3 omskryf.

B.—AMBAGSMAN SE WERK.

Werk in engeen of meer van die volgende ambagte, wanneer dit verrig word deur 'n persoon wat in die diens is van 'n werknemer in die Juweliersware- en Edelmetaalnywerheid en wanneer dit deur die werkgewer onderneem word in verband met sy eie werksaamhede in sodanige Nywerheid:—

<i>Klasse werk.</i>	R
(i) Spinwerk in verband met onedelmetale.	24.80
(ii) Sierwerk met onedelmetale.	
(iii) Kopersmidwerk.	
(iv) Die maak van stempels en/of setmate en/of gereedskap en/of mate.	
(v) Elektrotegniese onderhoudswerk en/of installering.	
(vi) Monteer- en/of draaiwerk en/of masjienswerk en/of presiesiespynwerk wanneer sodanige werk met onedelmetale gedoen word.	
(vii) Die maak en/of herstel van instrumente.	
(viii) Die opstel van masjiengereedskap.	
(ix) Timmermanswerk.	

<i>Classes of Work.</i>	R
(v) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of previous metals	24.80
(vi) Cutting metal incidental to the work being performed by the particular journeyman.	
(vii) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.	
(viii) filing metal with hand file.	
(ix) hammering metal with hand-operated hammer or any other hand tool.	
(x) Lathe turning.	
(xi) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates).	
(xii) punching with hand punch or with any other hand tool or instrument.	
(xiii) Repairing and/or altering any manufactured article or part of any such article.	
(xiv) Sawing metal with fretsaw.	
(xv) Soldering metal by hand with or without the use of hand tools and with or without the use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure).	24.80
(xvi) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven.	
(xvii) Spinning.	
(xviii) Operations in or in connection with the following specific processes of “Lost Wax casting”—	
(a) the making of moulds for wax patterns.	
(b) Operating a centrifugal casting machine by either electric and/or gas procedure.	
(c) sawing off castings from cores, trees or sprues	
(d) filing, and/or smoothing, and/or cleaning up of castings, cutting, snipping, and/or sawing off cores, trees or sprues.	

NOTE.—The term “Precious Metals” is defined in clause 3.

<i>Group II.—Setting ornamental stones:—</i>	R
(i) Setting ornamental stones by hand, including the use of hand tools.	24.80
(ii) Setting ornamental stones by means of hand-operated dies and/or punches.	
(iii) Carving and cutting up.	

NOTE.—The term “Ornamental Stones” is defined in clause 3.

<i>Group III.—Engraving:—</i>	R
(i) Engraving by hand, including the use of any hand tool.	24.80
(ii) Engraving by operating any machine.	

NOTE.—The term “Engraving” is defined in clause 3.

<i>Group IV.—Engine turning.</i>	24.80
----------------------------------	-------

<i>Group V.—Die engraving and/or die sinking:—</i>	
Engraving and/or sinking dies used or intended for use in any of the activities referred to under “Group I” and “Group II”, above.	24.80

<i>Group VI.—Enamelling:—</i>	
Hand-painted enamelling.	24.80

NOTE.—The term “Enamelling” is defined in clause 3.

B.—ARTISAN'S WORK.

Work of any one or more of the following trades when performed by a person in the employ of an employer engaged in the Jewellery and Precious Metal Industry and when undertaken by the employer in connection with his own activities therein:—

<i>Classes of Work.</i>	R
(i) Base metal spinning.	24.80
(ii) Ornamental base metal working.	
(iii) Coppersmithing.	
(iv) Die and/or jig and/or tool and/or gauge making.	
(v) Electrical maintenance work and/or installation.	
(vi) Fitting and/or turning and/or machining and/or precision grinding when such work is upon base metals	
(vii) Instrument making and/or repairing.	
(viii) Machine tool setting up.	
(ix) Carpentering.	

C.—MARKASIETVAKMAN SE WERK.

Die verrigting, in verband met die vervaardiging van markasiet-artikels van silwer, van een van of al die volgende klasse werk:—

Klasse werk.

R

- | | |
|---|-------|
| (i) Boorwerk verrig met handgereedskap (met inbegrip van 'n boor met 'n buigbare skag) of deur middel van 'n elektries aangedrewe handboor..... | |
| (ii) Metaal met die hand vyl..... | |
| (iii) Metaal saag..... | |
| (iv) Metaal met die hand soldeer, met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp (afgesien daarvan of sodanige blaaspyp met die mond of met saamgeperste lig in werking gebring word)..... | 22.80 |
| (v) Metaal soldeer deur middel van 'n masjiensproes en/of die bediening van 'n soldeermasjiens en/of die bediening van 'n soldeeroond..... | |
| (vi) Die gebruik van die buryn, graveernaald en frees-werktuig..... | |

en ook alle werksaamhede wat in verband staan met die vervaardiging van markasietwerk van silwer.

D.—KWEKELINGE.

R

- | | |
|---|--------|
| Gedurende die eerste jaar ondervinding..... | 4.37½ |
| Gedurende die tweede jaar ondervinding..... | 7.22½ |
| Gedurende die derde jaar ondervinding..... | 10.32½ |
| Gedurende die vierde jaar ondervinding..... | 13.40 |
| Gedurende die vyfde jaar ondervinding..... | 17.65 |
| En daarna..... | 22.80 |

Met dien verstande dat 'n kwekeling gedurende die eerste drie jaar van sy opleiding opgelei moet word in alle klasse werk genoem in paragraaf C hierbo.

E.—WERKMAN (GRAAD I) SE WERK.

Elle werksaamhede in verband met die waslaagietproses, uitgesonderd dié genoem onder klousule 6A, subklousule (xviii) (vakman se werk), word in een kategorie saamgevat as gips- en waslaagwerksaamhede en bestaan uit die volgende:—

Klasse werk.

R

- | | |
|--|--|
| (i) Gesmelte was met die hand en/of 'n masjiens in vorms inspuit; | |
| (ii) hoeveelheid gips afmeet en meng en dit met behulp van 'n masjiens verwyder; | |
| (iii) gipsmengsel in 'n vloei-bare vorm met die hand en/of 'n masjiens giet in kanne en/of houers waarin kerns, giet-vertakings of gietkanale aangebring en/of geplaas is; | |
| (iv) wasmodelkerns, gietvertakings of gietkanale maak of bou en dit in kanne en/of houers in posisie plaas; | |
| (v) wasmodelle uit vorms uitwerp en/of uitlig en/of uithaal; | |
| (vi) „baarde“, „vinne“ en/of onreëlmatighede aan wasmodelle afwerk en/of verwyder— | |

- | | |
|--|--------|
| Gedurende die eerste ses maande ondervinding.... | 5.82½ |
| Gedurende die tweede ses maande ondervinding.... | 6.57½ |
| Gedurende die tweede jaar ondervinding..... | 7.97½ |
| Gedurende die derde jaar ondervinding..... | 11.17½ |
| Daarna..... | 13.40 |

F.—WERKMAN (GRAAD II) SE WERK.

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.

R

- | | |
|---|--|
| (i) Verguld-, poleer-, plateer- en skuurwerk met rubberwiele of papier, hetsy met die hand of met 'n masjiens (met inbegrip van 'n buigbare skag) en/of sandbestraling; | |
| (ii) perssnywerk, perspouswerk en/of persbosseleerwerk; | |
| (iii) die skoonmaak en/of was van juweliersware; | |
| (iv) die uitgloeing en trek van soliede draad; en/of trekpype of charnier (in teenstelling met die bereiding van metaal vir trekpype of charniers, wat binne die bestek van 'n vakman se werk val); | |
| (v) rollers voer en/of mate gebruik; | |
| (vi) onedelmetale en afval van die edelmetale opsny slegs vir smeltdoeleindes; | |
| (vii) die vassit en/of vul van artikels in sement, was, skellak en/of ander sementeerstof vir graveerwerk, monter- of masjiendraaiwerk; | |
| (viii) die afstempeling van gehalte-, identifikasie-, registrasie-, naam-, patent-, datum- en/of karaatmerke; | |
| (ix) die vergruising en maal van emalje tot 'n fyn poeier en die was van gepoeierde emalje vir die werksaamhede van graad I— | |

- | | |
|--|--------|
| Gedurende die eerste ses maande ondervinding.... | 6.57½ |
| Gedurende die tweede ses maande ondervinding.... | 7.32½ |
| Gedurende die tweede jaar ondervinding..... | 8.72½ |
| Gedurende die derde jaar ondervinding..... | 10.30 |
| Daarna..... | 12.17½ |

C.—MARCASITE JOURNEYMAN'S WORK.

The performance in connection with the manufacture of marcasite articles in silver of any one or all of the following classes of work:—

Classes of Work.

R

- | | |
|---|-------|
| (i) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill | |
| (ii) Filing metal with hand file..... | |
| (iii) Sawing metal with saw..... | |
| (iv) Soldering metal by hand with or without the use of hand tools and with or without the use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure)..... | 22.80 |
| (v) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven..... | |
| (vi) using the burr, graver and millgrainer..... | |

and shall include any operations incidental to the manufacture of marcasite work in silver.

D.—TRAINEE.

R

- | | |
|---|--------|
| During the first year of experience..... | 4.37½ |
| During the second year of experience..... | 7.22½ |
| During the third year of experience..... | 10.32½ |
| During the fourth year of experience..... | 13.40 |
| During the fifth year of experience..... | 17.65 |
| And thereafter..... | 22.80 |

Provided that during the first three years of training, a trainee shall be trained in all classes of work referred to in paragraph C above.

E.—OPERATIVE WORK (GRADE I).

All operations in connection with the "Lost Wax" process of casting other than those enumerated under clause 6A, sub-clause (xviii) (journeyman's work) are amalgamated into one category as plaster and lost wax operations and shall be:—

Classes of Work.

R

- | | |
|---|--|
| (i) Injection of molten wax into moulds by hand and/or mechanical means; | |
| (ii) measuring quantity and mixing of plaster including the evacuation of same by mechanical means; | |
| (iii) pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees, or sprues have been fitted and/or placed; | |
| (iv) the making or building of wax pattern cores, trees, or sprues and the positioning of same in cans and/or containers; | |
| (v) ejection and/or lifting, and/or taking out of wax patterns from moulds; | |
| (vi) trimming and/or removing "feather", "flash" and/or irregularities on wax patterns— | |

- | | |
|---|--------|
| During first six months of experience..... | 5.82½ |
| During second six months of experience..... | 6.57½ |
| During second year of experience..... | 7.97½ |
| During third year of experience..... | 11.17½ |
| Thereafter..... | 13.40 |

F.—OPERATIVE WORK (GRADE II).

Only one or more of the following operations:—

Classes of Work.

R

- | | |
|--|--|
| (i) Gilding, polishing, plating, emerging including rubberised wheels or paper either manually or mechanically (including flexible shaft) and/or sandblasting; | |
| (ii) press cutting, press punching and/or press embossing; | |
| (iii) cleaning and/or washing jewellery; | |
| (iv) annealing, drawing solid wire; and/or drawing tube or charnier (as distinct from preparing the metal for drawing tube or charnier, which is within the scope of journeyman's work); | |
| (v) feeding rollers and/or using gauges; | |
| (vi) cutting base metals and any precious metal scrap for melting purposes only; | |
| (vii) fixing and/or filling articles in cement, wax, shellac and/or other cementing material for engraving, setting or engine turning; | |
| (viii) stamping, quality, identification, registration, name, patent, date and/or carat marks; | |
| (ix) crushing and grinding of enamel into fine powder and washing powdered enamel for Grade I operations— | |

- | | |
|---|--------|
| During first six months of experience..... | 6.57½ |
| During second six months of experience..... | 7.32½ |
| During second year of experience..... | 8.72½ |
| During third year of experience..... | 10.30 |
| Thereafter..... | 12.17½ |

G.—ARBEIDER SE WERK.

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.

- (i) Persele, gerei, houters, installasie, masjinerie en/of gereedskap skoonmaak en/of was;
- (ii) installasie en masjinerie olie en/of smeer;
- (iii) goedere dra, verwyder, toedraai, verpak en/of opstapel;
- (iv) deure, vensters, kaste, pakke, bale en/of sakke oop- en/of toemaak;
- (v) tee en ander drankte berei;
- (vi) briewe en/of goedere en/of boodskappe aflewer en/of afhaal en/of doen, hetsy te voet, met 'n fiets, driewiel en/of handvoertuig;
- (vii) 'n handroller draai, 'n handpers swaai, die slinger van 'n handmasjien draai en/of 'n blaser of blaasbalk bedien;
- (viii) oorklere en/of ander beskermende klere was en/of stryk;
- (ix) masjinerie aansit en/of stopst—

Gedurende die eerste jaar ondervinding.....	R 6.87½
Daarna.....	7.22½

H.—VAKLEERLINGE.

Die lone soos van tyd tot tyd voorgeskryf in die vakleerlingvoorwaardes wat ooreenkomstig die Wet op Vakleerlinge, 1944, gestel word.

7. LEWENSKOSTETOELAE.

Die lone wat in klousule 6 van hierdie Ooreenkoms vir werknemers voorgeskryf word, sluit die lewenskostetoelae in wat ingevolge Oorlogsmaatreël No. 43 van 1942 betaalbaar is; met dien verstande dat, as die lewenskostetoelae wat betaalbaar is ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of ingevolge wetgewing waarby dit vervang is of wat in die plek daarvan gestel is, verhoog word, die besoldiging van werknemers dienoreenkomstig verhoog moet word; en voorts met dien verstande dat die gekonsolideerde bedrag vir die toepassing van genoemde Oorlogsmaatreël of enige wetgewing wat in die plek daarvan gestel word of waarby dit vervang word, as lewenskostetoelae moet tel.

8. DIFFERENSIËLE LOON.

'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam 'n half uur op 'n bepaalde dag of benewens sy eie werk of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor—

- (a) of 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat uitloop op 'n loon wat hoër as dié van sy eie klas is, in klousule voorgeskryf word; moet sodanige werknemer soos volg betaal:—
- (i) In die geval bedoel in paragraaf (a), minstens die hoër loon vir die hele dag aldus gewerk;
- (ii) in die geval bedoel in paragraaf (b), minstens die hoogste loon vir die hoër klas werk vir die hele dag aldus gewerk;

met dien verstande dat hierdie klousule nie op 'n kwekeling of vakleerling van toepassing is nie.

9. OORTYDWERK.

(1) "Oortydwerk" beteken daardie gedeelte van 'n tydperk waarin 'n werknemer vir sy werkgewer gedurende 'n bepaalde week of op 'n bepaalde dag, na gelang van die geval, langer werk as die ure wat in subklousule (1) tot en met (5) van klousule 5 voorgeskryf word as die gewone maksimum werkure.

(2) 'n Werkgewer mag nie van 'n werknemer vereis om sonder sodanige werknemer se toestemming oortyd te werk nie.

(3) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om vir meer as tien uur oortyd gedurende 'n bepaalde week van Maandag tot en met Saterdag te werk nie.

(4) 'n Werkgewer moet 'n werknemer ten opsigte van alle oortyd deur sodanige werknemer gewerk, besoldig teen minstens een en 'n half maal sy gewone loon.

10. OPENBARE VAKANSIEDAE.

(1) Daar moet in die Nywerheid aan alle wetteregtelike openbare vakansiedae gehou word.

Alle werknemers moet ten opsigte van elkeen van genoemde openbare vakansiedae afwesigheidsverlof verleen word en moet ingevolge subklousule (2) besoldig word.

(2) As 'n werknemer nie op 'n openbare vakansiedag soos in subklousule (1) bedoel, werk nie, moet sy werkgewer hom ten opsigte van sodanige dag sy gewone besoldiging betaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) Wanneer 'n werknemer op 'n openbare vakansiedag soos in subklousule (1) bedoel, werk, moet sy werkgewer hom minstens sy gewone loon ten opsigte van die totale tydperk op sodanige dag gewerk, betaal benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

11. VERGOEDING VIR WERK OP 'N SONDAG.

Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer—

- (i) hom minstens dubbel die loon betaal wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, aan hom betaalbaar is of hom betaal teen minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, naamlik die grootste bedrag; of

G.—LABOURER'S WORK.

Any one or more of the following operations:—

Classes of Work.

- (i) Cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools;
- (ii) oiling and/or greasing plant and machinery;
- (iii) carrying, moving, wrapping, packing and/or stacking goods;
- (iv) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags;
- (v) making tea and/or preparing other beverages;
- (vi) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle and/or hand-propelled vehicles;
- (vii) turning a hand-roller, swinging a hand press, operating the handle of any hand-operated machine, and/or operating a blower or bellows;
- (viii) washing and/or ironing overalls and/or other protective clothing;
- (ix) starting and/or stopping of machinery—

During first year of experience.....	R 6.87½
Thereafter.....	7.22½

H.—APPRENTICES.

Wages as prescribed from time to time in the conditions of apprenticeships fixed under the Apprenticeship's Act, 1944.

7. COST OF LIVING ALLOWANCE.

The wages prescribed for employees in clause 6 of this Agreement includes cost-of-living allowance payable in terms of War Measure No. 43 of 1942, provided that if the cost-of-living allowance in terms of War Measure No. 43 of 1942, as amended from time to time or any substituting or superseding legislation is increased, the remuneration of employees shall be increased accordingly, provided further that the amount consolidated will for the purpose of the said War Measure or any substituting or superseding legislation count as cost of living allowance.

8. DIFFERENTIAL WAGE.

An employer, who requires or permits a member of one class of his employees to perform for longer than half-an-hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

- (a) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed in clause 6 shall pay to such employee—
- (i) in the case referred to in paragraph (a) not less than the higher wage for the whole of that day;
- (ii) in the case referred to in paragraph (b) not less than the highest wage for the higher class for the whole of that day;

provided that this clause shall not apply to a trainee or apprentice.

9. OVERTIME.

(1) "Overtime" means that portion of any period during which an employee works for his employer during any one week or on any one day, as the case may be, which is in excess of the hours prescribed as the ordinary maximum in accordance with sub-clauses (1) to (5) (inclusive) of clause 5.

(2) An employer shall not require an employee to work overtime without such employee's consent.

(3) An employer shall not require or permit an employee to work more than ten hours overtime during any week from Monday to Saturday inclusive.

(4) An employer shall pay to an employee remuneration at a rate of not less than one and a half times his ordinary wage in respect of all overtime worked by such employee.

10. PUBLIC HOLIDAYS.

(1) All statutory public holidays shall be observed in the Industry.

In respect of each of the said public holidays all employees shall be granted leave of absence from work and shall be remunerated in terms of sub-clause (2).

(2) If an employee does not work on any public holiday referred to in sub-clause (1), his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(3) Whenever an employee works on any public holiday referred to in sub-clause (1), his employer shall pay him remuneration at a rate not less than his ordinary wage 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.

11. COMPENSATION FOR WORK ON A SUNDAY.

Whenever an employee works on a Sunday, his employer shall—

- (i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day, or at a rate not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or

- (fi) hom een en een derde maal sy weekloon, gedeel deur 45, betaal vir elke uur of deel van 'n uur wat hy op sodanige dag gewerk het en hom binne-veertien dae vanaf sodanige Sondag een dag verlof verleen en hom ten opsigte daarvan minstens sy dagloon betaal.

12. SPESIALE BEPALINGS BETREFFENDE VROULIKE WERKNEMERS.

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

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

met dien verstande dat geen vrystelling van die bepalings van paragraaf (a) en (b) van hierdie subklousule verleen mag word nie tensy sodanige werk deur 'n noodgeval genoodsaak word.

(2) Geen werkgewer mag van 'n vroulike werknemer vereis of haar toelaat om oortyd—

- (a) vir meer as twee uur op 'n dag te werk nie;
(b) op meer as drie agtereenvolgende dae te werk nie;
(c) op meer as sestig dae in 'n jaar te werk nie;
(d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag te werk nie tensy hy—

- (i) sodanige werknemer voor die middag daarvan in kennis gestel het;
(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
(iii) sodanige werknemer die toelae wat by die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of by regulasies wat daarkrgtens opgestel is, voorgeskryf word, betyds genoeg betaal het om haar in staat te stel om 'n ete te bekom voordat sy met die oortydwerk moet begin.

13. KORTTYD.

(1) Omskrywing van "korttyd".—Die uitdrukking "korttyd" soos in hierdie klousule en in paragraaf (d) van subklousule (7) van klousule 15 gebruik, beteken die gewone ure wat 'n werknemer in 'n bedryfsinrigting werk wanneer sy gewone werkure in daardie bedryfsinrigting verminder is tot 'n getal minder as sodanige gewone getal.

(2) Wanneer 'n werkgewer vanweë 'n slapte in die bedryf of 'n tekort aan grondstowwe nie daartoe in staat is om sy werknemers vir die volle getal gewone werkure per week wat gewoonlik in sy bedryfsinrigting gewerk word, te laat werk nie, mag die werkgewer, behoudens die bepalings van hierdie klousule, sy werknemers korttyd laat werk gedurende die tydperk van sodanige bedryfslapte of tekort aan grondstowwe maar nie vir 'n langer tydperk nie.

(3) 'n Werkgewer moet sy werknemers minstens twee volle werk-dae vooraf skriftelik in kennis stel van sy voorneme om hulle korttyd te laat werk om die redes genoem in subklousule (2).

(4) Die werkgewer moet aldus kennis gee deur sodanige kennis-gewing in 'n opvallende plek van sy bedryfsinrigting waar dit gereedelik deur sy werknemers gesien en gelees kan word, op te plak of op te hang of deur dit, of 'n kopie daarvan, aan elke werknemer te oorhandig.

(5) Wanneer 'n werknemer weens 'n algemene onklaarraking van installasie en masjinerie as gevolg van 'n ongeluk of ander onvoorsiene omstandigheid nie daartoe in staat is om sy werknemers vir die getal gewone ure per week wat gewoonlik in sy bedryfsinrigting gewerk word, te laat werk nie, mag die werkgewer na die dag waarop sodanige onklaarraking van installasie en masjinerie voorgekom het, sy werknemers korttyd laat werk tot tyd en wyl genoemde installasie en masjinerie herstel en in wer-kende orde is.

(6) Wanneer daar korttyd in 'n bedryfsinrigting gewerk is, mag die werkgewer van die gewone besoldiging van die werknemer 'n bedrag ten opsigte van 'n loontydperk aftrek wat gelyk is aan die besoldiging wat aan sodanige werknemer betaalbaar is ten opsigte van die getal ure waarmee sy gewone getal gewone werkure gedurende sodanige loontydperk verminder is.

(7) Wanneer daar korttyd in 'n bedryfsinrigting ingevoer is, moet die werkgewer die werk gelykop tussen die werknemers in elke klas verdeel.

(8) Hierdie klousule is nie op vakleerlinge van toepassing nie behalwe vir sover die Wet op Vakleerlinge, 1944, soos gewysig, magtiging daartoe verleen dat vakleerlinge korttyd werk of behalwe vir sover 'n owerheid wat behoorlik kragtens genoemde Wet gekonstitueer of aangestel is en in hierdie opsig daartoe gemagtig is, so 'n besluit neem of magtiging daartoe verleen.

14. JAARLIKSE VERLOF.

(1) Daar word 'n vaste jaarlikse verloftydperk in die Nywerheid vasgestel wat op die 25ste dag van Desember elke jaar begin en op die 14de dag van Januarie die daaropvolgende jaar (al twee dae ingesluit) eindig. Hierdie verloftydperk word hieronder die "genoemde verloftydperk" of die "genoemde tydperk" genoem.

(2) Elke werkgewer moet aan elkeen van sy werknemers afwesigheidsverlof gedurende genoemde verloftydperk verleen.

(3) Nóg die werkgewers nóg die werknemers mag enige werk in die Nywerheid gedurende genoemde verloftydperk onderneem, en 'n werkgewer mag nie van 'n werknemer vereis of hom toelaat om werk in die Nywerheid gedurende genoemde tydperk te verrig nie.

(4) 'n Werknemer moet, behoudens die bepalings van sub-klousule (5), ten opsigte van genoemde verloftydperk aan elkeen van sy werknemers onmiddellik voor die begin van genoemde tydperk die bedrag betaal wat ingevolge subklousules (2) en (3) van klousule 10 vir openbare vakansiedae wat binne genoemde tydperk val, betaalbaar is, plus 'n bedrag gelyk aan die loon wat hy op die oorblywende dae sou verdien het as hy op sodanige dae sy gewone werkure gewerk het.

- (ii) pay to him one and one-third times his weekly wage divided by forty-five for each hour or part of an hour worked by him on such day and grant him one day's leave within fourteen days on such Sunday and pay him in respect thereof not less than his daily wage.

12. SPECIAL PROVISIONS RELATING TO FEMALE EMPLOYEES.

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

- (a) between six o'clock p.m. and six o'clock a.m.; or
(b) after one o'clock p.m. on more than five days in any week; provided that no exemption shall be granted from the provisions of paragraphs (a) and (b) of this sub-clause unless such work is necessitated by an emergency.

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

- (a) for more than two hours on any day;
(b) on more than three consecutive days;
(c) on more than sixty days in any year;
(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

- (i) given notice thereof to such employee before midday;
(ii) provided such employee with an adequate meal before she has to commence overtime; or
(iii) paid such employee such allowance as is prescribed by the Factories, Machinery and Building Work Act, 1941, or by regulation made thereunder, in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

13. SHORT TIME.

(1) Definition of "Short Time".—The term of "short time" used in this clause and in paragraph (d) of sub-clause (7) of clause 15 means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work is that establishment have been reduced to less than such usual number.

(2) When, by reason of slackness of trade, or shortage of raw materials, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of this clause, employ his employees on short time during, but not exceeding, the period of such slackness of trade or shortage of raw materials.

(3) An employer shall give his employees notice, in writing, of not less than two clear working days of his intention to employ them on short time upon the reasons as shown in sub-clause (2).

(4) The employer shall give such notice by affixing or appending it in a conspicuous part of his establishment where it may readily be seen and read by his employees or by delivering it or a copy thereof to each employee.

(5) When, by reason of a general breakdown of plant and machinery caused by accident or other unforeseen circumstances an employer is unable to employ his employees for the number of ordinary hours per week usually worked in his establishment, the employer may, after that day, upon which such breakdown of plant and machinery occurred, employ his employees on short time, until such time as the said plant and machinery is restored to working order.

(6) When short time has been worked in an establishment the employer may deduct from the ordinary remuneration of an employee in respect of a pay period an amount equivalent to the remuneration payable to such employee in respect of the number of hours by which his usual number of ordinary hours of work have been reduced during such pay period.

(7) Whenever short time has been introduced in any establishment, the employer shall distribute the work equally amongst the employees in each class.

(8) This clause shall not apply to apprentices except as the working of short time by apprentices may be sanctioned by the Apprenticeship Act, 1944, as amended, or by any decision or any authority properly constituted or appointed thereunder and authorised in that behalf.

14. ANNUAL LEAVE.

(1) There shall be a fixed annual leave period in the Industry which shall commence on the 25th Day of December in each year and expire on the 14th day of January in the following year, both days being inclusive (hereinafter referred to as "the said leave period" or "the said period").

(2) Every employer shall grant to each and every one of his employees leave of absence from work during the said leave period.

(3) Neither employers nor employees shall perform any work in the Industry during the said leave period, and an employer shall not require, permit or suffer any employee to perform any work in the Industry during the said period.

(4) In respect of the said leave period an employer shall, subject to sub-clause (5), pay to each of his employees, immediately prior to the commencement of the said period, the amount payable in terms of sub-clauses (2) and (3) of clause 10 for public holidays falling within the said period plus an amount equal to the wage, which he would have earned on the remaining days if on such days he had worked his ordinary working hours.

(5) As 'n werknemer met ingang van die 25ste dag van Desember van die jaar voor die aanvang van genoemde verloftydperk nie 'n jaar diens by dieselfde werkgewer voltooi het nie, moet sy werkgewer hom nege uur se loon, bereken op die grondslag van die loon wat onmiddellik voor die begin van genoemde tydperk aan hom betaalbaar was, betaal ten opsigte van elke maand diens by dieselfde werkgewer, plus 'n *pro rata* bedrag ten opsigte van 'n addisionele gedeelte van 'n maand diens, plus die bedrag betaalbaar ingevolge subklousules (2) en (3) van klousule 10 vir die openbare vakansiedae wat binne genoemde tydperk val; maar hierdie bepaling is nie op vakleerlinge van toepassing nie.

(6) As die diens van 'n werknemer beëindig word voor die begin van genoemde verloftydperk, moet sy werkgewer by sodanige beëindiging genoemde werknemer nege uur se loon, bereken op die grondslag van die loon wat onmiddellik voor sodanige beëindiging aan hom betaalbaar was, betaal ten opsigte van elke voltooide maand diens vanaf die vorige 25ste dag van Desember of die datum van sy diensaanvaarding by dieselfde werkgewer, naamlik die jongste datum, by dieselfde werkgewer plus 'n *pro rata* bedrag ten opsigte van 'n addisionele gedeelte van 'n maand diens, uitgesonderd 'n tydperk van minder as een week. Vir die toepassing van hierdie subklousule, het "een uur se loon" dieselfde betekenis as in subklousule (5) hierbo.

(7) *Omskrywing van "diens"*.—Vir die toepassing van hierdie klousule, word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer—

- (a) met verlof afwesig is ingevolge subklousule (1);
- (b) militêre opleiding moet ondergaan;
- (c) van sy werk afwesig is op las of op versoek van sy werkgewer;
- (d) met siekteverlof afwesig is ingevolge klousule 16;

en wat altesaam in enige jaar hoogstens dertien weke ten opsigte van items (a), (c) en (d) beloop, plus enige tydperk van militêre opleiding wat gedurende daardie jaar ondergaan is.

15. BETALING VAN BESOLDIGING.

(1) 'n Werkgewer moet sy werknemers die gewone besoldiging wat aan hulle verskuldig is ten opsigte van hul loontydperke, op die volgende tye betaal:—

- (a) In die geval van wekklis besoldigde werknemers, voor of op die laaste werkdag van die week;
- (b) in die geval van maandeliks besoldigde werknemers, voor of op die laaste werkdag van die kalendermaand.

(2) Die werkgewer moet terselfdertyd aan elke werknemer dié ander besoldiging betaal wat die werknemer gedurende sodanige loontydperk ooreenkomstig die bepalings van klousule 9, 10 en/of 11, na gelang van die geval, mag verdien het.

(3) Alle lone en ander besoldiging moet in kontant betaal word; met dien verstande dat, waar 'n werknemer en sy werkgewer wedersyds daarvoor ooreengekom het, betaling per tjek in plaas van kontant mag geskied.

(4) Die werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende werkure betaal en moet sodanige besoldiging insluit in 'n koevert of ander houër waarop, of wat vergesel gaan van 'n staat waarop die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal gewone en oortydure gewerk, die besoldiging wat verskuldig is, die bedrae wat afgetrek is en die tydperk ten opsigte waarvan die bedrag betaal word, gemeld moet word.

(5) 'n Werkgewer en sy werknemer mag ooreenkom dat betaling op 'n maandelikse grondslag geskied, en in so 'n geval moet die besoldiging wat aan die werknemer betaalbaar is, bereken word teen vier en een-derde maal die voorgeskrewe weekloon.

(6) 'n Werkgewer mag nie van sy werknemer vereis om van hom of van 'n bedryfsinrigting of persoon deur hom aangewys, goedere te koop nie.

(7) *Aftekings*.—'n Werkgewer mag nie sy werknemer beboet nie en mag ook geen bedrag, uitgesonderd die volgende, van sy besoldiging aftrek nie:—

- (a) Die werknemer se bydraes tot, of ledegelde van, 'n mediese hulpskema, pensioen- of vakansiefonds, wanneer die werkgewer en die werknemer onderling skriftelik daartoe ooreengekom het dat sodanige bydraes of ledegelde of enigeen daarvan afgetrek moet word.
- (b) As 'n werknemer van sy werk fawesig was weens siekte of 'n ongeluk of as hy van sy werk weggebly het uit eie beweging, mag daar, behoudens die bepalings van klousule 16, 'n bedrag afgetrek word wat eweredig aan die tydperk van sodanige afwesigheid is.
- (c) Wanneer daar korttyd in 'n bedryfsinrigting ingevoer is, mag 'n bedrag ooreenkomstig subklousule (6) van klousule 13 van hierdie Ooreenkoms afgetrek word.
- (d) 'n Bedrag wat 'n werkgewer ingevolge of kragtens 'n wet of hofbevel mag of moet aftrek.
- (e) Die werknemer se ledegeld van die vakvereniging.
- (f) Die werknemer se bydrae tot die Voorsorgsfonds van die Kaapse Juweliersware- en Edelmetalanjwerheid.

(5) If an employee has not completed one year's service with the same employer as from the 25th day of December of the year prior to the commencement of the said leave period, his employer shall pay him nine hours' pay, calculated on the basis of the wage, payable to him immediately prior to the commencement of the said period, in respect of each month of employment with the same employer (plus a *pro rata* amount in respect of any additional portion of a month of service), plus the amount payable in terms of sub-clauses (2) and (3) of clause 10 for the public holidays falling within the said period; but this provision shall not apply to apprentices.

(6) If the services of an employee are terminated before the commencement of the said leave period, his employer shall, on such termination pay to the said employee nine hours' pay, calculated on the basis of the wage, payable to him immediately prior to such termination, in respect of each completed month of service with the same employer (plus a *pro rata* amount in respect of any additional portion of a month of service, excluding any period of less than one week), as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later. For the purpose of this sub-clause, one hours' pay shall have the same meaning as in sub-clause 5 above.

(7) *Definition of Employment*.—For the purposes of this section the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of sub-clause (1);
- (b) required to undergo military training;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 16;

amounting in the aggregate in any year to not more than thirteen weeks in respect of items (a), (c) and (d) plus any period of military training undergone in that year.

15. PAYMENT OF REMUNERATION.

(1) An employer shall pay to his employees the ordinary remuneration due to them in respect of their pay periods at the following times:—

- (a) In the case of weekly employees, not later than the last working day of the week.
- (b) In the case of monthly employees, not later than the last working day of the calendar month.

(2) At the same time the employer shall pay to each employee such other remuneration as the employee may have earned during such pay period in terms of clauses 9, 10 and/or 11 as the case may be.

(3) All wages, and other remuneration shall be paid in cash; provided that where an employee and his employer have mutually agreed to payment by cheque then payment may be made by cheque instead of in cash.

(4) The employer shall pay the remuneration due to each of his employees during working hours and shall enclose such remuneration in an envelope or other container or accompanied by a statement showing the employer's name, employee's name or pay roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made.

(5) An employer and his employee may agree to payment being on a monthly basis, in which case the remuneration payable to the employee shall be calculated at four and one-third times the weekly wage prescribed.

(6) An employer shall not require an employee to purchase any goods from him or from any establishment or person nominated by him.

(7) *Deductions*.—An employer shall not levy any fines against his employee, nor shall he make any deductions from his remuneration, other than the following:—

- (a) The employee's contributions or subscriptions to any medical aid scheme, pension or holiday funds, when the employer and employee have mutually agreed in writing that such subscriptions or contributions or any of them shall be deducted.
- (b) Save as is provided for in clause 16, if the employee has been absent from work due to sickness or accident, or if he has absented himself from work on his own account, an amount proportionate to the period of such absence.
- (c) When short time has been introduced in the establishment, a deduction in terms of sub-clause (6) of clause 13 of this Agreement.
- (d) Any amount which the employer is compelled or permitted to deduct in terms of any law or Order of Court.
- (e) The employee's subscription to the trade union.
- (f) The employee's contribution to Cape Jewellery and Precious Metal Industry Provident Fund.

16. SIEKTEVERLOF.

'n Werkgewer moet aan sy werknemer wat drie maande of langer in sy diens is en wat van sy werk afwesig is weens siekte of 'n ongeluk wat nie aan sy eie wangedrag of buitensporige gebruik van sterk drank te wyte is nie, uitgesonderd 'n ongeluk wat ingevolge die Ongevallewet, 1941, soos gewysig, vergoedbaar is—

- (a) in die geval van 'n werknemer wat ses dae per week werk, twaalf werkdade;
- (b) in die geval van 'n werknemer wat vyf dae per week werk, tien werkdade;

siekteverlof altesaam gedurende een jaar diens by hom verleen en moet die werknemer ten opsigte van die tydperk van afwesigheid ooreenkomstig die bepaling van hierdie klousule, uitgesonderd die eerste dag van sodanige afwesigheid, minstens die besoldiging betaal wat hy sou ontvang het as hy sy gewone ure gedurende sodanige tydperk gewerk het; met dien verstande dat 'n werkgewer mag vereis dat 'n sertifikaat, onderteken deur 'n geneeskundige praktisyn, voorgelê word waarin die aard en duur van die werknemer se siekte ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, ingedien moet word as 'n voorafgestelde voorwaarde vir die betaling, deur sodanige werkgewer, van enige bedrag ten opsigte van sodanige afwesigheid.

17. STUKWERK EN TAAKWERK.

(1) Omskrywing van "stukwerk".—Die uitdrukking "stukwerk" soos dit in hierdie klousule geëis word, beteken enige stelsel (uitgesonderd 'n taakwerkstelsel) waarvolgens 'n werknemer se besoldiging op die hoeveelheid of omvang van die werk wat hy verrig het, gegrond word.

(2) Omskrywing van "taakwerk".—Die uitdrukking "taakwerk" soos dit in hierdie klousule geëis word, beteken enige stelsel (uitgesonderd 'n stukwerkstelsel) waarvolgens 'n werkgewer vereis dat 'n werknemer 'n bepaalde hoeveelheid werk in 'n bepaalde tyd moet voltooi.

(3) 'n Werkgewer mag niemand met taakwerk belas nie en mag nie taakwerk aan 'n werknemer uitbestee nie.

(4) 'n Werknemer mag nie vir enige taakwerkstelsel in diens geneem word of diens daarvoor aanvaar nie en mag nie taakwerk aanvaar of verrig nie.

(5) (a) Indien 'n werkgewer verlang om 'n aansporingskema in te voer, moet hy 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat, na oorlegpleging met die Vakvereniging wat 'n party by hierdie Ooreenkoms is, oor die bepaling van sodanige skema ooreen mag kom.

(b) Wanneer werk teen 'n aansporingsloon verrig word, moet 'n werknemer wat aldus werk, die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporingsloon waarvoor die werkgewer en die werknemer ooreengekom het; met dien verstande egter dat 'n werknemer nie minder betaal mag word nie as die bedrag wat vir 'n werknemer van sy klas voorgeskryf word en wat hy sou verdien het as hy vir die tydperk wat dit geneem het om die betrokke werk te verrig, besoldig is op 'n grondslag van "tyd gewerk".

18. VERBOD OP BUITWERK.

(1) 'n Werkgewer mag nie 'n werknemer in die Nywerheid, uitgesonderd sy eie werknemer, versoek om werk in die Nywerheid te verrig nie en mag nie sodanige werk aan sodanige persoon uitbestee nie.

(2) 'n Werkgewer in die Nywerheid mag nie van 'n ander persoon as sy eie werkgewer werk in die Nywerheid vra nie en mag nie sodanige werk van sodanige ander persoon aanneem of verrig nie.

(3) 'n Werkgewer mag nie van 'n werknemer in die Nywerheid, uitgesonderd sy eie werknemer, vereis of hom toelaat om werk op sy perseel te verrig nie.

(4) 'n Werknemer mag nie werk in 'n ander bedryfsinrigting in die Nywerheid as die bedryfsinrigting van sy eie werkgewer verrig nie.

19. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN 15 JAAR.

'n Werkgewer mag niemand onder die leeftyd van vyftien jaar in diens neem nie.

20. INDIENSNEMING VAN LEDE VAN VAKVERENIGING EN ORGANISASIE VAN WERKNEMERS.

(1) Behoudens die bepaling van subklousule (3), moet lede van die vakvereniging-slegs by lede van die werkgeversorganisasie diens aanvaar en moet lede van die werkgeversorganisasie lede van die Vakvereniging in diens neem; met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgewer of 'n werknemer, na die mening van die Raad, sonder 'n grondige rede lidmaatskap deur 'n party by hierdie Ooreenkoms geweier is; voorts met dien verstande dat enigeen wat gegrief is deur 'n besluit van die Raad waarby 'n besluit van die party bekragtig word, die feite onder die aandag van die Minister van Arbeid mag bring, en as die Minister, na oorlegpleging met die Raad, so besluit, is hierdie subklousule met ingang van 'n datum wat die Minister bepaal en wat aan die gegriefde persoon en die Raad bekendgemaak moet word, nie ten opsigte van sodanige persoon van toepassing nie; en voorts met dien verstande dat hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer wat nie bevoeg is om lid van die Vakvereniging te word nie en voorts met dien verstande dat die voorbehoudsbepaling soos vervat in hierdie subklousule, onderworpe is aan die bepaling van artikel een-en-vyftig (10) van die Wet.

16. SICK LEAVE

An employer shall grant to his employee after three months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct or excessive indulgence in intoxicating liquor, other than an accident compensable under the Workmen's Compensation Act, 1941, as amended—

- (a) in the case of an employee who works a six-day week, twelve working days;
- (b) in the case of an employee who works a five-day week, ten working days;

sick leave in the aggregate during any one year of employment with him and shall pay to the employee in respect of the period of absence, excluding the first day of such absence, in terms hereof not less than the remuneration he would have received had he worked his normal hours of work during such period; provided that an employer may require the production of a certificate signed by a medical practitioner, showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed, as a condition precedent to the payment by him of any amount in respect of such absence.

17. PIECE-WORK AND TASK-WORK.

(1) Definition of "Piece-work".—The term "piece-work" used in this clause means any system (other than a system of task-work) by which an employee's remuneration is based upon quantity or output of work done.

(2) Definition of "Task-work".—The term "task-work" used in this clause means any system (other than a system of piece-work) by which an employer requires the completion by an employee of a definite amount of work in a specified time.

(3) An employer shall not employ any person upon task-work and shall not give out to any employee any task-work.

(4) An employee shall not accept employment, or be employed upon any system of task-work, and shall not accept or perform task-work.

(5) (a) Should an employer wish to introduce an incentive scheme, he shall set up a joint committee of representatives of the management and the employees, which after consultation with the trade union party to this Agreement, may agree upon the terms of any such scheme.

(b) Whenever incentive work is performed, an employee so employed shall be paid the full amount by him under incentive work rates agreed to between the employee and his employer; provided, however, that no employee shall be paid less than the prescribed amount for an employee of his class which he would have earned if he had been employed on a time-work basis for the period taken to perform the work concerned.

18. PROHIBITION OF OUT-WORK.

(1) An employer shall not solicit any employee in the Industry other than his own to perform any work in the Industry, and shall not give out any such work to any such person.

(2) An employee in the Industry shall not solicit work in the Industry from any person other than his own employer, and shall not accept any such work from, nor perform any such work for, any such person.

(3) An employer shall not require, permit or suffer any employee in the Industry other than his own to perform any work on his premises.

(4) An employee shall not perform any work in any establishment in the Industry, other than the establishment of his own employer.

19. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen years.

20. EMPLOYMENT OF TRADE UNION LABOUR AND ORGANISATION OF EMPLOYEES.

(1) Subject to the provisions of sub-clause (3), members of the trade union shall accept employment with members of the employers' organisation only and members of the employers' organisation shall employ members of the trade union only; provided that this clause shall not apply, where an employer or employee, has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause; provided further that any person who feels aggrieved by the Council's decision in confirming any decision of the parties may bring the facts to the notice of the Minister of Labour and if the Minister, after consultation with the Council, so decides this sub-clause shall not apply in relation to such person with effect from a date specified by the Minister which date shall be notified to the aggrieved person and the Council, and provided further that this clause shall not apply in respect of an employee who is not eligible for membership of the trade union and provided further that the provisos contained in this sub-clause shall be subject to the provisions of section fifty-one (10) of the Act.

(2) Die bepalings van subklousule (1) is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy in die Republiek van Suid-Afrika of in Suidwes-Afrika aangekom het, van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, 'n uitnodiging van die Vakvereniging om lid daarvan te word, geweier het, die bepalings van subklousule (1) onmiddellik van krag word.

(3) Lede van die werkgewersorganisasie mag 'n persoon wat nie lid van die Vakvereniging is nie, in diens neem mits sodanige werknemer binne 'n tydperk van een week vanaf die datum waarop hy begin werk het, lid van die Vakvereniging word.

21. LEDEGELD VAN VAKVERENIGING.

Elke werkgewer moet, uit hoofde van hierdie Ooreenkoms, van die weekloon of maandelikse salarisse van elke persoon wat in sy diens is en wat deur hierdie Ooreenkoms geraak word, die bedrag van die ledegeld wat deur sodanige persoon aan die vakvereniging betaalbaar is, aftrek en moet die bedrag aldus afgetrek, elke maand saam met die voorgeskrewe vorm aan die Sekretaris van die Nywerheidsraad vir die Juweliers- en Edelmetaalnywerheid (Kaap), Posbus 1536, Kaapstad, stuur en wel nie later nie as die tiende dag van die daaropvolgende maand.

22. FASILITEITE VIR VAKVERENIGING.

Werkgewers moet beaampes van die Vakvereniging toelaat om hul bedryfsinrigtings gedurende die etensuur/teepouses te betree met die doel om die werknemers te organiseer. Geen beaapte van die Vakvereniging mag 'n vergadering op die perseel van 'n werkgewer hou nie tensy hy vooraf die toestemming van sodanige werkgewer verkry het.

23. LEDEGELDE VAN WERKGEWERSORGANISASIES.

Die ledegeld wat deur die werkgewer aan die Cape Jewellery Manufacturers' Association betaalbaar is, moet maand vir maand en wel voor of op die tiende dag van die daaropvolgende maand, aan die Sekretaris van die Raad gestuur word saam met 'n staat wat die volgende meld:—

- (a) Die naam en adres van die werkgewer;
- (b) die tydperk waarop die bedrag betrekking het.

Die Sekretaris van die Raad moet die bedrag wat aldus ontvang word, aan die Sekretaris van die Cape Jewellery Manufacturers' Association stuur.

24. BESKERMENDE KLERE.

Die werkgewer, okkupeerder of gebruiker van 'n fabriek of plek waar masjinerie gebruik word, moet twee stofjasse en een beret per jaar aan slypers en een stofjas en een volle voorskoot aan alle ander werknemers en, waar nodig, pette, stofbrille, handskoene, skoelisel of beskermende salf verskaf aan elke persoon wat in die fabriek of in 'n plek waar masjinerie gebruik word, werksaam is en wat blootgestel word aan 'n nat of stowwerige proses, aan hitte of aan 'n giftige, vretende of ander skadelike stof wat besering of siekte by die persoon kan veroorsaak of klere kan beskadig. Sodanige beskermende klere bly die eiendom van die werkgewer maar moet deur die werknemer in 'n goeie toestand gehou word.

25. DIENSBEEÏNDIGING OF VERANDERING VAN DIENSVORWAARDES.

(1) 'n Weekliks besoldigde werknemer of sy werkgewer moet minstens een week vooraf skriftelik kennis gee en 'n maandeliks besoldigde werknemer of sy werkgewer moet minstens twee weke vooraf skriftelik kennis gee van die beëindiging van 'n dienskontrak of 'n verandering van die diensvoorwaardes wat minder gunstig vir die werknemer is as dié waarop hy onmiddellik voor sodanige kennisgewing geregtig was; met dien verstande dat—

- (a) enigeen van die partye gedurende die eerste week diens in beide die geval van weekliks en maandeliks besoldigde werknemers minstens 24 uur vooraf skriftelik kennis mag gee;
- (b) die voorafgaande bepaling nie die volgende raak nie:—
 - (i) Die reg van enigeen van die partye om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig; of
 - (ii) 'n ooreenkoms tussen die partye waarin daar voorsiening gemaak word vir 'n langer kennisgewingstermyn as dié hierbo voorgeskryf.

(2) Die kennis soos in subklousule (1) bedoel, moet so gegee word dat dit soos volg van krag word:—

- (a) In die geval van 'n weekliks besoldigde werknemer, vanaf die gewone weeklikse betaaldag van die bedryfsinrigting;
- (b) in die geval van 'n maandeliks besoldigde werknemer, vanaf die eerste of die vyftiende dag van die maand.

(3) 'n Werkgewer moet sy werknemer voltyds laat werk gedurende die kennisgewingstermyn soos in subklousule (1) voorgeskryf of, as alternatief, hom die loon betaal wat hy gedurende sodanige tydperk vir voltydse werk sou verdien het, bereken teen die loon waarop hy geregtig was onmiddellik voordat daar aldus kennis gegee is.

(2) The provision of sub-clause (1) shall not apply in respect of an immigrant during the first year after date of his entry into the Republic of South Africa or South West Africa; provided that, if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union to become a member thereof, the provisions of sub-clause (1), shall immediately come into operation.

(3) Members of the employers' organisation may employ a non-member of the trade union, provided that such employee becomes a member of the trade union within a period of one week after commencement of employment.

21. TRADE UNION SUBSCRIPTIONS.

Every employer shall by authority of this Agreement deduct from the weekly wages or monthly salaries of each person in his employ affected by this Agreement, the amount of subscription payable by such person to the trade union and shall forward on the prescribed form the amount thus deducted to the Secretary of the Industrial Council for the Jewellery and Precious Metal Industry (Cape), P.O. Box 1536, Cape Town, month by month and not later than the 10th day of the following month.

22. TRADE UNION FACILITIES.

Employers shall permit trade union officials to enter their establishments during lunch/tea intervals for the purpose of organising employees. No union official shall hold a meeting on the premises of an employer without the prior consent of such employer.

23. EMPLOYER ASSOCIATION SUBSCRIPTIONS.

The subscription-payable by the employer to the Cape Jewellery Manufacturers' Association shall be forwarded to the Secretary of the Council month by month and not later than the 10th day of the following month, together with a statement showing—

- (a) the name and address of the employer;
- (b) the period in respect of which the amount relates.

The amount thus received shall thereafter be transmitted by the Secretary of the Council to the Secretary of the Cape Jewellery Manufacturers' Association.

24. PROTECTIVE CLOTHING.

The employer, occupier or user shall provide free of charge two dustcoats and one beret per annum to polishers, and one dustcoat and one full apron to all other employees per annum, and where necessary, caps, goggles, gloves, footwear or protective ointment, to any person working in the factory or where machinery is used, who is exposed to wet or dusty process, to heat or to any poisonous, corrosive, or other injurious substance liable to cause injury, or disease to the person or damage to clothing. Such protective clothing shall remain the property of the employer, but shall be maintained in good condition by the employee.

25. TERMINATION OF EMPLOYMENT OR ALTERATION OF CONDITIONS.

(1) A weekly employee or his employer shall give not less than one week's notice, in writing, and, a monthly employee or his employer shall give not less than two week's notice in writing, of termination of a contract of employment or of alteration in conditions of employment to conditions less favourable to the employee than those which he was entitled to enjoy immediately prior to the giving of such notice; provided that—

- (a) not less than 24 hours' notice, in writing, may be given by either party during the first week of employment in the case of both weekly and monthly paid employees;
- (b) the foregoing shall not affect—
 - (i) the right of either party to terminate a contract of employment without notice for any cause recognised by law as sufficient; or
 - (ii) an agreement between the parties providing for a longer period of notice than the period prescribed above.

(2) The notice referred to in sub-clause (1) shall be so given as to take effect from—

- (a) in the case of a weekly employee, the usual weekly pay day of the establishment;
- (b) in the case of a monthly employee, the first or the fifteenth of the month.

(3) An employer shall provide his employee with full-time employment during the notice period prescribed in sub-clause (1), or, in the alternative, pay him the wages which he would have earned during such period for full-time employment, calculated at the rate of pay which he was entitled to receive immediately prior to the giving of such notice.

(4) Die kennis soos in subklousule (1) van hierdie klousule bedoel, mag nie gegee word nie gedurende, en die kennisgewingstermyn mag nie saamval nie met—

- (i) jaarlikse verlof;
- (ii) siekteverlof; en
- (iii) enige tydperk waarin daar van 'n werknemer vereis word om militêre opleiding te ondergaan;

met dien verstande dat 'n dienskontrak outomaties eindig as 'n werknemer om enige rede, uitgesonderd militêre opleiding, vir langer as 13 weke in 'n kalenderjaar van sy werk afwesig is.

(5) Ondanks andersluidende bepalings in hierdie klousule, mag 'n werkgewer of 'n werknemer die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, die volgende aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval:—

- (i) In die geval waar vier-en-twintig uur vooraf kennis gegee word, minstens die ekwivalent van die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval waar 'n week vooraf kennis gegee moet word, minstens die ekwivalent van die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval waar veertien dae vooraf kennis gegee moet word, minstens die ekwivalent van dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang; en
- (iv) in die geval van 'n ooreenkoms tussen die partye waarby daar voorsiening gemaak word vir 'n langer kennisgewingstermyn as die voorgeskrewe termyn, minstens die ekwivalent van die loon wat die werknemer ten tyde van sodanige beëindiging vir sodanige tydperk ontvang.

26. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, aan die Sekretaris van die Nywerheidsraad die volgende besonderhede stuur:—

(a) Die volle naam en adres van die sakeonderneming—

- (i) in die geval van 'n enkele werkgewer, sy volle naam en sakeadres en, as hy sake onder 'n handelsnaam verrig, sodanige handelsnaam voluit;
- (ii) in die geval van twee of meer persone wat in vennootskap sake doen, die volle naam van elke vennoot, die volle vennootskaps- of handelsnaam en die adres waar die vennootskap sake doen;
- (iii) in die geval waar die werkgewer 'n geregistreerde maatskappy is, die adres van sy geregistreerde kantoor, die adres waar die werksaamhede wat binne die bestek van hierdie Ooreenkoms val, verrig word en die volle name van die direkteure.

(b) 'n Beskrywing van die ambagte, bedrywe of werksaamhede wat die werkgewer beoefen.

(2) In geval van 'n verandering in enigeen van die besonderhede wat ingevolge subklousule (1) verstrek moet word, moet die werkgewer binne tien dae na sodanige verandering skriftelik daarvan kennis gee aan die Sekretaris van die Nywerheidsraad.

(3) 'n Werkgewer moet die Sekretaris van die Nywerheidsraad sewe dae vooraf skriftelik kennis gee van sy voorneme om nie meer 'n werkgewer in die Nywerheid te wees nie.

27. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS.

Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet ondergenoemde dokumente, wat in leesbare letters en in albei amptelike tale van die Republiek gedruk is, op plak en opgeplak hou op 'n opvallende plek op sy perseel wat maklik toeganklik is:—

(1) 'n Kopie van hierdie Ooreenkoms;

(2) 'n opsomming van dié artikels van die Wet op Nywerheidsversoening soos voorgeskryf by subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956;

(3) 'n kennisgewing in die vorm voorgeskryf by die regulasies wat kragtens die Wet uitgevaardig is, waarin die dag van die week of maand, na gelang van die geval, en die tyd waarop en die plek gemeld word waar lone elke week of elke maand, na gelang van die geval, betaal sal word;

(4) 'n kennisgewing wat die amptelike adres bevat van die Afdelingsinspekteur van Arbeid en van die Sekretaris van die Raad in wie se regstreek die werkgewer sy sake-onderneming dryf.

28. HOU VAN REGISTERS.

(1) Die bepalings van subartikel (1) van artikel sewe-en-veertig van die Wet op Nywerheidsversoening, 1956, waarby voorgeskryf word dat elke werkgewer te alle tye ten opsigte van alle persone wat in sy diens is, registers moet hou van die besoldiging wat betaal is, van die tyd wat daar gewerk is en van dié ander besonderhede wat by regulasie voorgeskryf mag word (sodanige register staan algemeen bekend as 'n "loonboek" of 'n "loonregister"), en die bepalings van enige regulasie wat kragtens subartikel (2) van genoemde artikel gemaak is, word geag in hierdie Ooreenkoms ingelyf te wees.

(2) Die werkgewer moet alle registers wat ingevolge genoemde subartikel en regulasies gehou moet word, in 'n leesbare skrif en met inkblygewerk hou en moet sodanige registers gedurig in sy bedryfsinrigtings hou terwyl werknemers daar werksaam is.

(4) The notice referred to in sub-clause (1) of this clause shall not run concurrently with and shall not be given during—

- (i) annual leave;
- (ii) sick leave; and
- (iii) any period an employee is required to undergo any military training;

provided that a contract of employment shall terminate automatically if an employee is absent from work for any reason, excluding military training, for longer than 13 weeks in a calendar year.

(5) Notwithstanding anything else contained in this clause an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of twenty-four hours' notice, the equivalent of the daily rate of pay which the employee is receiving at the date of such termination;
- (ii) in the case of a week's notice, the equivalent of the weekly rate of pay which the employee is receiving at the date of such termination;
- (iii) in the case of fourteen days' notice, the equivalent of double the weekly rate of pay which the employee is receiving at the date of such termination; and
- (iv) in the case of an agreement between the parties providing for a longer period of notice than the prescribed period, the equivalent of the rate of pay which the employee is receiving at the date of such termination for such period.

26. REGISTRATION OF EMPLOYERS.

(1) Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall, within one month of commencement of operations by him, forward to the Secretary of the Industrial Council the following particulars:—

(a) Full name and address of business—

- (i) in the case of a single employer, his full name and business address, and, if he carries on business under a trade name, such trade name in full;
- (ii) in the case of two or more persons carrying on business in partnership, the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;
- (iii) in the case of the employer being a registered company, the address of its registered office, the address at which the operations which fall within the scope of this Agreement are carried on, and the full names of the directors.

(b) A description of the trades, crafts or operations carried on by the employer.

(2) In the event of a change in any of the particulars required to be furnished in pursuance of sub-clause (1), the employer shall within 10 days of such change give notice thereof, in writing, to the Secretary of the Industrial Council.

(3) An employer shall give seven days' notice, in writing, to the Secretary of the Industrial Council of his intention to cease to be an employer in the Industry.

27. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

Every employer upon whom this Agreement is binding shall affix and keep affixed in some conspicuous and readily accessible place upon his premises, the undermentioned documents which must be printed in legible characters in both official languages of the Republic of South Africa—

(1) a copy of this Agreement;

(2) a summary of sections of the Industrial Conciliation Act as prescribed by sub-section (1) of section fifty-eight of the Industrial Conciliation Act, 1956;

(3) a notice in the form prescribed by the regulations under the Act, specifying the day of the week or month, as the case may be, and the time and place at which wages will be paid each week or month, as the case may be;

(4) a notice containing the official address of the Divisional Inspector of Labour and of the Secretary of the Council within whose area of jurisdiction the employer is carrying on his business.

28. KEEPING OF RECORDS.

(1) The provisions of sub-section (1) of section fifty-seven of the Industrial Conciliation Act, 1956, prescribing that every employer shall at all times keep in respect of all persons employed by him records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation (such records being generally known and referred to as a "wages book" or "wages register"), and the provisions of any regulations made in pursuance of sub-section (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) The employer shall keep all records required to be kept in terms of the said sub-section and regulations written up in legible manner and in ink, and shall keep all such records continually at his establishment while employees are working therein.

29. WERKNEMERS WAT NIE GESPEKIFISEER WORD NIE.

Mits die werk binne die bestek van die Nywerheid val, moet 'n werkgewer die Raad onmiddellik by indiensneming in kennis stel van die volledige besonderhede en aard van die werk van werknemers wat werk verrig wat nie in hierdie Ooreenkoms geklassifiseer is nie. Sodanige kennisgewing word nie vereis nie indien sodanige werknemers die voorgeskrewe loon van 'n vakman ontvang.

30. VRYSTELLINGS.

Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n werkgewer of 'n werknemer verleen.

(2) 'n Aansoek om vrystelling moet skriftelik aan die Sekretaris van die Raad voorgelê word.

(3) Die Raad moet die tydperk waarvoor en die voorwaardes waarop die vrystelling van krag is, behoudens die bepalings van subklousule (4) bepaal.

(4) Die Raad mag, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon of persone, enige vrystellingsertifikaat intrek al het die tydperk waarvoor dit verleen is, nie verstryk nie.

(5) Die Raad moet aan elkeen aan wie vrystelling verleen is, 'n vrystellingsertifikaat uitreik wat behoorlik deur die Sekretaris van die Raad onderteken is en die volgende besonderhede bevat:—

- (a) Die volle naam van die persoon aan wie die vrystelling verleen is;
 - (b) die bepalings van hierdie Ooreenkoms waarvan vrystelling verleen is;
 - (c) die tydperk waarin die vrystelling van krag is; en
 - (d) die voorwaardes waarop die vrystelling verleen word.
- (6) Die Raad moet—
- (a) al sodanige sertifikate agtereenvolgens nommer;
 - (b) 'n kopie behou van elke sertifikaat wat uitgereik word;
 - (c) 'n ander kopie daarvan aan die Afdelingsinspekteur van Arbeid stuur; en
 - (d) wanneer die vrystelling aan 'n werknemer verleen word, 'n ander kopie daarvan aan sy werkgewer stuur.

31. AGENTE VAN DIE RAAD.

Die Raad mag een of meer persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Sodanige agente moet toegelaat word om bedryfsinrigtings te betree en om die navrae te doen en dié boeke, dokumente, tyd- en loonstate en registers te ondersoek en dié persone te ondervra wat nodig of dienstig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom is of nagekom word.

32. ADMINISTRASIE EN UITLEG VAN OOREENKOMS.

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en mag menings wat nie met die bepalings hiervan onbestaanbaar is nie, vir die leiding van die werkgewers en werknemers uitspreek.

33. FONDSE VAN DIE RAAD.

(1) Ten einde die koste van die Raad te bestry, moet die Raad sy eie fondse in stand hou en administreer, en sodanige fondse moet gefinansier word uit gelde en bates wat in die krediet van die Raad staan en uit bydraes wat werkgewers en werknemers moet betaal, en sodanige bydraes moet uit dié bedrae bestaan en betaal word op dié manier soos in hierdie klousule voorgeskryf.

(2) *Bydraes van werknemers.*—(a) *Weekliks besoldigde werknemers.*—Elke werkgewer moet op elke weeklikse betaaldag van die weekloon van sy weekliks besoldigde werknemers 'n bedrag ooreenkomstig onderstaande skaal aftrek as sodanige werknemer se weeklikse bydrae:—

Een en 'n half sent vir elke twee rand van die gewone weeklikse besoldiging; met dien verstande dat, in gevalle waar die besoldiging meer as R2 per week is, bedrae van meer as R1 maar minder as R2 geag moet word 'n volle R2 te wees vir die berekening van die bydraes.

(b) *Maandeliks besoldigde werknemers.*—Elke werkgewer moet op elke maandelikse betaaldag van die maandelikse loon van elkeen van sy maandeliks besoldigde werknemers 'n bedrag aftrek van—

Een en 'n half sent vir elke twee rand van sy gewone maandelikse besoldiging; met dien verstande dat, in gevalle waar die besoldiging meer as R2 per week is, bedrae van meer as R1 maar minder as R2 geag moet word 'n volle R2 te wees vir die berekening van die bydraes.

(3) *Werknemers wat met verlof is.*—Wanneer 'n werknemer met verlof met betaling is, moet sy bydraes voortgesit word asof hy nog werk, en vir dié doel moet die werkgewer die nodige bedrae van sy verlobbesoldiging aftrek.

(4) As die dienste van 'n werknemer beëindig word voor die begin van die jaarlikse vakansieverloftydperk, moet sy werkgewer 'n bedrag as sodanige werknemer se bydraes van sy verlobbesoldiging aftrek, en sodanige aftrekking moet eweredig wees aan die verhouding wat daar bestaan tussen sy dienstydsperk by dieselfde werkgewer vanaf die 25ste dag van die vorige Desember of vanaf die datum van sy indiensneming by dieselfde werkgewer, naamlik die jongste datum, en twaalf maande diens.

29. EMPLOYEES NOT SPECIFIED.

Providing the work falls within the scope of the industry, an employer shall notify the Council immediately upon engagement, of the full particulars and nature of the work of any employees employed on work not classified in this Agreement. Such notification will not be required if such employees receive the prescribed rate of pay for a journeyman.

30. EXEMPTIONS.

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

(2) Application for exemptions shall be submitted, in writing, to the Secretary of the Council.

(3) The Council shall determine the period for which and the conditions subject to which the exemption shall operate, subject to sub-clause (4).

(4) The Council may, if it deems fit, after one week's notice, in writing has been given to the person or persons concerned, withdraw any licence of exemption even if the period for which it was granted has not expired.

(5) The Council shall issue to every person to whom it has granted an exemption a licence of exemption duly signed by the Secretary of the Council setting out the following particulars:—

- (a) Full name of the person to whom the exemption is granted;
- (b) the provisions of this Agreement from which the exemption is granted;
- (c) the period during which the exemption shall operate; and
- (d) the conditions subject to which the exemption is granted.

(6) The Council shall—

- (a) number all such licences consecutively;
- (b) retain a copy of each licence issued;
- (c) forward another copy thereof to the Divisional Inspector of Labour; and
- (d) when the exemption is granted to an employee, forward another copy thereof to his employer.

31. AGENTS OF THE COUNCIL.

The Council may appoint one or more persons as agents to assist in giving effect to the provisions of this Agreement. Such agents shall be permitted to enter establishments and to make such enquiries and examine such books, documents, time and wage records, and registers, and to interrogate such persons as may be necessary or expedient for the purpose of ascertaining whether the provisions of this Agreement have been or are being observed.

32. ADMINISTRATION AND INTERPRETATION OF AGREEMENT.

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

33. COUNCIL FUNDS.

(1) For the purpose of meeting the expenses of the Council, the Council shall maintain and administer its own funds which shall be vested in the Council, and shall be financed by the moneys and assets standing to the credit of the Council and by contributions to be made by employers and by employees, and such contributions shall be of the amounts and shall be made in the manner prescribed in this clause.

(2) *Employees' Contributions.*—(a) *Weekly Paid Employees.*—Every employer shall on each weekly pay day deduct from the weekly wages of his weekly paid employees an amount in accordance with the following scale as and for such employee's weekly contribution:—

One and a half cents per every two rand or ordinary weekly remuneration, provided that in the case of remuneration in excess of R2 per week, amounts exceeding R1 but less than R2 shall be regarded as completed R2 for the purpose of calculating contributions.

(b) *Monthly Paid Employees.*—Every employer shall on each monthly pay day deduct from the monthly wages of each of his monthly paid employees an amount of—

one and a half cents per every two rand of ordinary monthly remuneration, provided that in the case of remuneration in excess of R2 per week, amounts exceeding R1 but less than R2 shall be regarded as completed R2 for the purpose of calculating contributions.

(3) *Employees on Leave.*—When a member is on paid leave his contributions shall be continued as if he were still working, and for that purpose the employer shall make the necessary deductions from his leave pay.

(4) If the services of an employee are terminated before commencement of the annual holiday leave period, his employer shall deduct from his leave pay an amount as and for such employee's contributions from his leave pay as the period of his employment with the same employer as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later, bears to 12 months' service.

(5) *Werkgewers se bydraes.*—By elke bedrag wat die werkgever ingevolge subklousule (2) (a) en (b) aftrek, moet die werkgever, as sy bydrae, 'n bedrag wat net so groot is, byvoeg ten opsigte van elke persoon wat in sy diens is en wat binne die bestek van hierdie Ooreenkoms val.

(6) *Versending van bydraes.*—Elke werkgever moet die totale bedrag van die bydraes wat gedurende elke kalendermaand ingevolge subklousule (2) en (3) ingevorder is, tesame met 'n staat wat hy behoorlik ingevul en onderteken het, teen die tiende dag van die daaropvolgende maand aan die Sekretaris van die Raad, Postbus 1536, Kaapstad, stuur.

34. VERHURING EN ONDERVERHURING VAN PERSELE.

(1) Geen werkgever mag sonder dat die toestemming van die Raad vooraf daartoe verkry is, die perseel wat hy okkupeer en waarin hy enige werk in die Juweliersware- en Edelmetaalnywerheid verrig of verrig het, laat verhuur of toelaat dat dit onderverhuur of geokkupeer word deur enigiemand vir die doel dat enigiemand enige werk in verband met die Juweliersware- en Edelmetaalnywerheid daarin verrig nie.

(2) Die Raad mag sy goedkeuring na goedvinde verleen of terughou.

35. GETALVERHOUDING.

(1) 'n Werkgever mag hoogstens twee kwekelinge ten opsigte van elke markasietvakman wat enigiemand van die werksaamhede verrig soos in klousule 6 C van hierdie Ooreenkoms gemeld, in diens neem.

(2) Vir die toepassing van hierdie klousule—

(a) word 'n werknemer wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas vakman verrig, geag 'n vakman in sodanige klas te wees; met dien verstande dat 'n werkgever nie in meer as een bedryfsinrigting geag mag word sodanige vakman te wees nie;

(b) word 'n werkgever wat hoofsaaklik of uitsluitlik die werk van 'n markasietvakman verrig, geag 'n markasietvakman te wees; met dien verstande dat 'n werkgever nie in meer as een bedryfsinrigting geag mag word sodanige vakman te wees nie;

(c) word 'n kwekeling wat die loon van 'n markasietvakman ontvang, geag 'n markasietvakman te wees.

(3) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

36. INDIENSNEMING, OORPLASING EN DIENSBEÏNDIGING.

(1) *Dienskaart moet by indiensneming getoon word.*—Behoudens die bepalings van subklousule (3), moet 'n werkgever, voordat hy 'n aansoeker om werk in diens neem, van sodanige aansoeker vereis om 'n dienssertifikaat voor te lê wat deur die Raad uitgereik is in die vorm van Aanhangsel A van hierdie Ooreenkoms.

Die werkgever moet onmiddellik by indiensneming die naam van sy fabriek, die datum van indiensneming, die loon by indiensneming en die beroep van die werknemer inskryf in die ruimte vir "latere ondervinding" en moet die kaart veilig bewaar sodat dit ter bestemde tyd ooreenkomstig die bepalings van subklousule (2) van hierdie klousule behandel kan word wanneer die diens van die werknemer beëindig word.

(2) *Dienskaart moet by diensbeëindiging aan werknemer teruggegee word.*—Wanneer die diens van 'n werknemer beëindig word, moet die werkgever die oorblywende besonderhede van die werknemer se dienskaart, naamlik die datum waarop hy sy diens verlaat, die loon op die datum van sy vertrek en die lengte van sy diens, onmiddellik op die dienskaart invul. Die ingevulde kaart moet dan onderteken en by diensbeëindiging aan die werknemer oorhandig word.

(3) *Prosedure wanneer werknemer nie 'n dienskaart voorlê nie.*—Die werkgever moet die voornemende werknemer onmiddellik by indiensneming 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms laat invul en dit onmiddellik aan die Raad stuur.

(4) *Opgawe van indiensneming en diensbeëindiging.*—Elke werkgever moet 'n opgawe in die vorm van Aanhangsel C van hierdie Ooreenkoms ten opsigte van alle indiensnemings en diensbeëindigings invul en aan die Raad stuur sodra sodanige werknemers in diens geneem of hul dienste beëindig word.

(5) *Kennisgewing van oorplasing.*—Elke werkgever moet onmiddellik wanneer 'n werknemer van die een beroep na 'n ander oorgeplaas word, die Raad daarvan in kennis stel in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. Die werkgever moet ook alle oorplasinge op die betrokke kaart van elke werknemer wat daardeur geraak word, invul.

37. ULTRA VIRES.

Indien engineen van die bepalings van die Ooreenkoms *ultra vires* verklaar word deur 'n bevoegde geregtshof, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke termyn van hierdie Ooreenkoms.

Op hede die 20ste dag van Augustus 1963 namens die partye te Kaapstad onderteken.

W. OBOLER, *Voorsitter.*

E. BENSON, *Ondervoorsitter.*

A. A. DAVIS, *Assistent-sekretaris.*

(5) *Employers' Contributions.*—To each amount deducted by the employer in pursuance of sub-clause (2) (a) and (b) the employer shall as and for his contribution add an equal amount, in respect of each and every person employed falling within the scope of this Agreement.

(6) *Remittance of Contributions.*—Each employer shall remit the total sum of the contributions within each calendar month in pursuance of sub-clause (2) and (3) together with a statement duly completed and signed by him, by the 10th day of the following month, to the Secretary of the Council, P.O. Box 1536, Cape Town.

34. LETTING AND SUB-LETTING OF PREMISES.

(1) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Jewellery and Precious Metal Industry to be let or sub-let to or occupied by any person for the purpose of such person engaging in any work connected with the Jewellery and Precious Metal Industry without obtaining the prior consent of the Council.

(2) The approval of the Council may be granted or withheld at its discretion.

35. PROPORTION OR RATIO.

(1) An employer shall not employ more than two trainees in respect of every marcasite journeyman employed in any of the operations set out in clause 6 C of this Agreement.

(2) For the purpose of this clause—

(a) an employer who is wholly or mainly engaged in performing the work of any particular class of journeyman shall be deemed to be a journeyman in such class, provided that an employer shall not be so deemed in more than one establishment.

(b) an employer who is wholly or mainly engaged in performing the work of a marcasite journeyman shall be deemed to be a marcasite journeyman, provided that an employer shall not be so deemed in more than one establishment;

(c) a trainee receiving the wage of a marcasite journeyman shall be regarded as a marcasite journeyman.

(3) This clause shall apply separately to each establishment.

36. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

(1) *Service Cards to be Produced on Engagement.*—Subject to sub-clause (3) an employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form of Annexure A to this Agreement.

The employer shall forthwith upon engagement enter in the space provided for "subsequent experience" the name of his factory, the date of engagement, wage on engagement, occupation and shall retain the card in safe keeping so that it can in due course be dealt with in terms of sub-clause (2) of this clause upon termination of service of the employee.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service record card, i.e., date of leaving, wage at date of leaving and length of employment. The completed card shall thereafter be signed and handed to the employee on termination of service.

(3) *Procedure when Employee does not Produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall transmit same to the Council immediately.

(4) *Return of Engagements and Termination of Service.*—Every employer shall complete and transmit to the Council a return in the form of Annexure C to this Agreement of all engagements and terminations of service of employees immediately such employees are engaged or their services terminated.

(5) *Transfer to be Notified.*—Every employer shall, immediately such transfer in occupation takes place, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D to this Agreement.

The employer shall likewise record transfers on the respective cards of each employee affected.

37. ULTRA VIRES.

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Cape Town, on behalf of the parties on this 20th day of August, 1963.

W. OBOLER, *Chairman.*

E. BENSON, *Vice-Chairman.*

A. A. DAVIS, *Assistant Secretary.*

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).

DIENSKAART.

Reg.-no. _____

Van _____ Voorname _____

Adres _____ Nuwe adres _____

Nuwe adres _____ Nuwe adres _____

Rekord van ondervinding soos op _____
jaar _____ maande _____ dae _____ Loon _____ p.w. _____

Indien in diens as 'n _____

gesertifiseer ooreenkomstig die Raad se rekords _____

_____ namens Sekretaris.

Datum _____

Handtekening van werknemer _____

Datum _____

LATERE ONDERVINDING.

Fabriek.	Datum van indiens- neming.	Loon.	Datum van uitdiens- treding.	Loon.	Beroep.	Lengte van diens.			Handtekening van werkgever.
						Jr.	Mde.	Dae.	

OPMERKING.—By indiensneming moet hierdie kaart aan die werkgever oorhandig word, wat die eerste drie kolomme moet invul en die kaart moet bewaar. Op die datum van uitdiens-treding, moet die werkgever die res van die kolomme invul en die kaart aan die werknemer terugbesorg.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

SERVICE RECORD CARD.

Reg. No. _____

Surname _____ First names _____

Address _____ New address _____

New address _____ New Address _____

Record of experience as at _____

_____ years _____ months _____ days. Wage _____ p.w. _____

If employed as a _____

certified in accordance with Council's records _____

_____ for Secretary.

Date _____

Signature of employee _____

Date _____

SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage.	Date of Leaving.	Wage.	Occupation.	Length of Employment.			Signature of Employer.
						Years.	Months.	Days.	

NOTE.—On engagement this card must be handed to the employer, who must fill in the first three columns and retain the card. On date of leaving, the employer must fill in the last columns and return the card to the employee.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).

POSBUS 1536,
KAAPSTAD.
TELEFOON 3-6631.

VYFDE VERDIEPING,
BROADWAY INDUSTRIES CENTRE,
HOEK VAN HEERENGRACHT EN HERTZOGBOULEVARD,
STRANDGEBIED,
KAAPSTAD.

AANSOEK OM WERKNEMERS SE DIENSKAART.

Naam van firma _____

OPMERKING.—Hierdie vorm moet in duplo ingevul word deur alle persone wat vir die eerste maal tot die Nywerheid toetree en deur alle ander persone wat daarna in diens geneem word en wat nie in staat is om 'n gesertifiseerde dienskaart van die Raad te toon nie.

Naam van applikant _____

Woonadres _____

Ek, mnr. _____, verklaar hierby dat ek _____ jaar oud is en die volgende ondervinding in die Juweliersware- en Edelmetaalnywerheid het:—

Naam van fabriek.	Beroep.	Tidperk.		Totaal.
		Van.	Tot.	

Ek verklaar hierby dat bogenoemde verklaring na my beste wete waar en juis is.

Getuie. _____

Datum. _____

Handtekening van applikant. _____

Totale berekening van ondervinding _____ jaar _____ maande _____ dae.

Nagegaan deur _____ No. van dienskaart uitgereik _____

Datum _____

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

P.O. Box 1536,
CAPE TOWN.
TELEPHONE: 3-6631.

FIFTH FLOOR,
BROADWAY INDUSTRIES CENTRE,
COR. OF HEERENGRACHT AND HERTZOG BOULEVARD,
FORESHORE,
CAPE TOWN.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Name of Firm _____

N.B.—This form must be completed in duplicate by all new entrants to the Industry and by all other persons engaged thereafter who are unable to produce a certified Service Record Card from the Council.

Name of applicant _____

Residential address _____

I, Mr. _____ hereby state that I am _____ years of age and have had the following experience in the Jewellery and Precious Metal Industry:—

Name of Factory.	Occupation.	Period.		Total.
		From.	To.	

I hereby declare that, to the best of my knowledge, the above statement is true and correct.

Witness. _____

Date. _____

Signature of applicant. _____

(For use of Council Office only.)

Total assessments of experience _____ years _____ months _____ days.

Checked by _____ No. of Service Record Card issued _____

Date _____

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE EN EDELMETAALNYWERHEID (KAAP).

OPGAWE VAN INDIENSNEMINGS EN DIENSBEEINDIGINGS.

DIE SEKRETARIS,
NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP),
POSBUS 1536,
KAAPSTAD.

Werkgewer _____
Adres _____

DEEL I.—INDIENSNEMINGS.

Van.	Voorname (voluit).	Adres.	Ras.	Geslag.	Volwassene of jeugdige.

Datum in diens geneem.	Beroep.	Loon per week.	No. van dienskaart†	Naam van vorige werkgewer (indien van toepassing).	Opmerkings.

DEEL II.—DIENSBEEINDIGING.

Van.	Voorname (voluit).	Adres.	Ras.*	Geslag.†	Volwassene of jeugdige.‡

Datum beëindig.	Beroep.	Loon per week.	No. van dienskaart.	Naam van vorige werkgewer (indien van toepassing).	Opmerkings.

*—Blank.
†—Man.

‡A—Volwassene.
C—Kleurling.

F—Vrou.
J—Jeugdige.

A—Asiaat.
N—Bantoe.

Ek sertifiseer hierby dat bogenoemde persone met ingang van genoemde datums in diens geneem en/of ontslaan is.

Handtekening van werkgewer of gemagtigde agent.

OPMERKING.—Hierdie vorm moet aan die Nywerheidsraad teruggestuur word sodra 'n werknemer in diens geneem of ontslaan word.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE.

THE SECRETARY,
INDUSTRIAL COUNCIL FOR THE JEWELLERY
AND PRECIOUS METAL INDUSTRY (CAPE),
P.O. Box 1536,
CAPE TOWN.

Employer _____
Address _____

PART I.—ENGAGEMENTS.

Surname.	First Names (in full).	Address.	Race.	Sex.	Adult or Juvenile.

Date Engaged.	Occupation.	Wage per Week.	Service Record Card No.†	Name of Previous Employer (if any).	Remarks.

PART II.—TERMINATION OF SERVICE.

Surname.	First Names (in full).	Address.	Race.*	Sex.†	Adult or Juvenile.‡

Date Terminated.	Occupation.	Wage per Week.	Service Record Card No.	Name of Previous Employer (if any).	Remarks.

* European.
† Male.

‡ A—Adult.
C—Coloured.

F—Female.
J—Juvenile.

A—Asiatic.
N—Native.

I hereby certify that the above persons have been engaged and/or discharged as from the dates specified.

Signature of Employer or Authorised Agent.

NOTE.—This form should be returned to the Industrial Council immediately an employee is engaged or discharged.

AANHANGSEL D.

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).

Naam van fabriek _____

DIE SEKRETARIS,

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP),

POSBUS 1536,

KAAPSTAD.

OPGAWE VAN OORPLASINGS IN BEROEP.

Hieronder volg besonderhede van werknemers wat in beroep oorgeplaas is:—

Nommer van dienskaart.	Van (in blokletters).	Voorname (eerste naam voluit).	Geslag.	Ou beroep.	Loon per week.	Datum van oorplasing.	Nuwe beroep.	Loon per week.	Opmerkings.

Datum _____

Handtekening van firma. _____

OPMERKING.—Hierdie vorm moet aan die Nywerheidsraad teruggestuur word sodra 'n werknemer van die een beroep na 'n ander oorgeplaas word.

ANNEXURE D.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

Name of Factory _____

THE SECRETARY,
INDUSTRIAL COUNCIL FOR THE JEWELLERY
AND PRECIOUS METAL INDUSTRY (CAPE),
P.O. Box 1536,
CAPE TOWN.

RETURN OF TRANSFERS IN OCCUPATION.

The following are particulars of employees who have been transferred in occupation:—

Service Record Card No.	Surname (in block letters).	Christian Names (first in full).	Sex.	Old occupation.	Wage per Week.	Date of Transfer.	New occupation.	Wage per Week.	Remarks.

Date _____

Signature of Firm. _____

NOTE.—This form should be returned to the Industrial Council immediately on an employee being transferred in occupation.

No. R. 166.]

[31 Januarie 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.

JUWELIERSWARE- EN EDELMETAAL-
NYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Juweliersware- en Edelmetalaalnywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. 165 van 31 Januarie 1964, oor die algemeen vir die persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 166.]

[31 January 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.

JEWELLERY AND PRECIOUS METAL INDUSTRY
(CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice, relating to the Jewellery and Precious Metal Industry (Cape), published under Government Notice No. 165 of the 31st January, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

A. E. TROLLIP,
Minister of Labour.

No. R. 167.]

[31 Januarie 1964.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN LEWENSKOSTEREGULASIES
GEPUBLISEER BY OORLOGSMAATREËL NO.
43 VAN 1942, SOOS GEWYSIG.

JUWELIERSWARE- EN EDELMETAAL-
NYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie vier van die regulasies wat by Oorlogsmaatreeël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Juweliersware- en Edelmetalaalnywerheid (Kaap), wat by Goewermentskennisgewing No. 165 van 31 Januarie 1964 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 167.]

[31 January 1964.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS, PUBLISHED UNDER WAR
MEASURE NO. 43 OF 1942, AS AMENDED.

JEWELLERY AND PRECIOUS METAL INDUSTRY
(CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby, in terms of sub-regulation (1) of regulation four of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Jewellery and Precious Metal Industry (Cape), published under Government Notice No. 165 of the 31st January, 1964.

A. E. TROLLIP,
Minister of Labour.

INHOUD.

No.	Departement van Arbeid. GOEWERMENTSKENNISGEWINGS.	BLADSY
R. 165.	Juweliersware- en Edelmetaalnywerheid (Kaap): Ooreenkoms	1
R. 166.	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Juweliersware- en Edelmetaalnywerheid (Kaap)	19
R. 167.	Wet op Oorlogsmaatreëls, 1940: Juweliersware- en Edelmetaalnywerheid (Kaap)	19

CONTENTS.

No.	Department of Labour. GOVERNMENT NOTICES.	PAGE
R. 165.	Jewellery and Precious Metal Industry (Cape): Agreement	1
R. 166.	Factories, Machinery and Building Work Act, 1941: Jewellery and Precious Metal Industry (Cape)	19
R. 167.	War Measures Act, 1940: Jewellery and Precious Metal Industry (Cape)	19

GEOLOGIESE KAART VAN DIE UNIE

Skaal 1/1,000,000 (4 de'e)

PRYS R2.00 per stel

VERKRYGBAAR BY DIE STAATSDRUKKER, PRETORIA en KAAPSTAD

GEOLOGICAL MAP OF THE UNION

Scale 1/1,000,000 (4 sheets)

PRICE R2.00 per set

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA and CAPE TOWN

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

Die Delfstowwe van Suid-Afrika

Die vierde uitgawe van *Die Delfstowwe van Suid-Afrika*
is nou beskikbaar

— Prys R3.33 —

VERKRYGBAAR VAN DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

The Mineral Resources of South Africa

The fourth edition of *The Mineral Resources in South Africa*
is now available

— Price R3.33 —

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN



Wapen van die Republiek van Suid-Afrika

In Kleure

Groot 11½ duim by 9 duim

+
Herdruk volgens plan opgemaak
deur die Kollege van Heraldiek

+
PRYS:

R1.10 per kopie, posvry in die Republiek

R1.15 per kopie, buite die Republiek

Verkrygbaar by die Staatsdrukker
Pretoria en Kaapstad



Republic of South Africa Coat of Arms

In Colours

Size 11½ inches by 9 inches

+
Reprinted to design prepared
by the College of Heraldic

+
PRICE:

R1.10 per copy, post free within the Republic

R1.15 per copy, outside the Republic

Obtainable from the Government Printer
Pretoria and Cape Town

TELEGRAAFTARIEWE

BINNELANDSE TELEGRAMME.—(Suid-Afrika, Basoetoland, Swaziland en Suidwes-Afrika):—

Gewone:—

Vir eerste 14 woorde of minder..... 20c
Vir elke bykomende woord..... 2c

INTERTERRITORIALE TELEGRAMME:—

Gewone na:—

Federasie van Rhodesië en Njassaland.—

Vir eerste 12 woorde of minder..... 36c
Vir elke bykomende woord..... 3c

Mosambiek.—

Vir eerste 12 woorde of minder..... 30c
Vir elke bykomende woord..... 2½c

TELEGRAPH TARIFFS

INLAND TELEGRAMS — (South Africa, Basutoland, Swaziland and South West Africa):—

Ordinary:—

For first 14 words or less..... 20c
For each additional word..... 2c

INTERTERRITORIAL TELEGRAMS—

Ordinary to—

Federation of Rhodesia and Nyasaland:—

For first 12 words or less..... 36c
For each additional word..... 3c

Mozambique:—

For first 12 words or less..... 30c
For each additional word..... 2½c

Maak gebruik van die . . .

Posspaarbank!

wat

'n staatswaarborg, strenge geheimhouding
en ongeëwenaarde fasiliteite in verband
met inlaes en opvragings verskaf.

Die rentekoers op inlaes in gewone rekenings
is $2\frac{1}{2}\%$ per jaar.

Op bedrae wat in Spaarbanksertifikate belê
word, is die rente 4% per jaar.

R20,000 kan in Spaarbanksertifikate belê word.

OPEN VANDAG 'N REKENING!

Use the . . .

Post Office Savings Bank

which provides

state security; strict secrecy and unrivalled
facilities for deposits and withdrawals.

Deposits in ordinary accounts earn interest at
 $2\frac{1}{2}\%$ per annum.

Amounts invested in Savings Bank Certificates
earn interest at 4% per annum.

R20,000 may be invested in Savings Bank Cer-
tificates.

OPEN AN ACCOUNT TODAY!

MAANDBULLETIN VAN STATISTIEK

Uitgereik deur die Buro vir Statistiek, Pretoria

Behels 'n omvattende dekking van lopende statistiese inligting oor 'n groot verskeidenheid van ekonomiese en maatskaplike onderwerpe. Elke uitgawe bevat meer as 100 statistiese tabelle asook statistiese bylaes

Prys Republiek van Suid-Afrika 60c per eksemplaar (R6.00 per jaar)
Duiteland 75c per eksemplaar (R7.50 per jaar)

VERKRYGBAAR VAN DIE STAATSDRUKKER, PRETORIA EN KAAPSTAD

MONTHLY BULLETIN OF STATISTICS

Issued by the Bureau of Statistics, Pretoria

Contains a comprehensive coverage of current statistical information on a great variety of economic and social subjects. Each issue contains more than 100 statistical tables as well as statistical annexures

Price Republic of South Africa - - 60c per copy (R6.00 per year)
Overseas 75c per copy (R7.50 per year)

OBTAINABLE FROM THE GOVERNMENT PRINTER, PRETORIA AND CAPE TOWN

Die Afrikaanse Woordeboek

DELE I, II, III en IV

Deel een, twee, drie en vier van die Afrikaanse Woordeboek bevattende die letters A, B, C; D, E, F; G, H en I respektiewelik, is van die Staatsdrukker teen die volgende pryse verkrygbaar:—

	Gewone Linneband.	Leerband.
Deel I.....	R5.50	R7.50
Deel II.....	R7.00	R11.00
Deel III.....	R6.00	R10.00
Deel IV.....	R8.50	R13.50

VOLUMES I, II, III and IV

Copies of the First, Second, Third and Fourth Volumes of "Die Afrikaanse Woordeboek" containing the letters A, B, C; D, E, F; G, H and I respectively, are obtainable from the Government Printer at the following prices:—

	Linen Bound.	Leather Bound.
Volume I.....	R5.50	R7.50
Volume II.....	R7.00	R11.00
Volume III.....	R6.00	R10.00
Volume IV.....	R8.50	R13.50

DIT BETAAL U OM TE SPAAR!

SPAAR

- ★ VIR U FAMILIE SE TOEKOMS!
- ★ VIR U EIE HUIS!
- ★ VIR U AFTREDE!
- ★ VIR ALLE GEVALLE VAN NOOD!

POSSPAARBANK

Die Posspaarbank verdien $2\frac{1}{2}\%$ rente op die maandelikse balans, waarvan tot R100 per jaar van die rente van *Inkomstebelasting Vrygestel* is.

Die eerste belegging hoef nie meer as 10c te wees nie. So 'n rekening is baie handig in tye van nood of wanneer met vakansie, omdat stortings en terugvorderings by enige Poskantoor in die Republiek gedoen kan word.

Nie meer as R4,000 mag gedurende 'n boekjaar deur een persoon ingeleë word nie.

IT PAYS YOU WELL TO SAVE!

SAVE

- ★ FOR YOUR FAMILY'S FUTURE!
- ★ FOR YOUR OWN HOME!
- ★ FOR YOUR RETIREMENT!
- ★ FOR ALL EMERGENCIES!

POST OFFICE SAVINGS BANK

The Post Office Savings Bank earns $2\frac{1}{2}\%$ interest on the monthly balance, of which interest up to R100 per annum is *Free of Income Tax*.

The first deposit need to be no more than 10c. Such an account is very handy in times of emergency or when on holiday, as deposits or withdrawals can be made at any Post Office in the Republic.

Not more than R4,000 may be deposited by one person during a financial year.