



Government Gazette

Buitengewone

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

Price 10c Prys

Overseas 15c Oorsee
POST FREE — POSVRY

(REGULATION GAZETTE No. 339)

(REGULASIEKOERANT No. 339)

VOL. XII.]

PRETORIA, 22 MAY 1964.
22 MEI

[No. 798.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 775.] [22 May 1964.
INDUSTRIAL CONCILIATION ACT, 1956.

JEWELLERY AND PRECIOUS METAL INDUSTRY,
TRANSSVAAL AND DURBAN.

MAIN AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, 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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Jewellery and Precious Metal Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st May, 1968, 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, 2 (a), 15 (7) (g), 19A, 19B and 27, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st May, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, that portion of the Magisterial District of Oberholzer which prior to the date of publication of Government Notice No. 1718 of the 14th August, 1953, fell within the Magisterial District of Randfontein and that portion of the Magisterial District of Koster which prior to the date of publication of Government Notice No. 1105 of the 26th July, 1963, fell within the Magisterial Districts of Randfontein and Krugersdorp; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, that

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 775.] [22 Mei 1964.
WET OP NYWERHEIDSVERSOENING, 1956.

JUWELIERSWARE- EN EDELMETAALNYWER-
HEID, TRANSVAAL EN DURBAN.

HOOFOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Juweliersware- en Edelmetaalnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1968 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens 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, 2 (a), 15 (7) (g), 19A, 19B en 27, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Mei 1968 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, daardie gedeelte van die Landdrostdistrik Oberholzer wat voor die datum van publikasie van Goewermentskennisgewing No. 1718 van 14 Augustus 1953 binne die landdrostdistrik Randfontein geval het en daardie gedeelte van die landdrostdistrik Koster wat voor die datum van publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrostdistrikte Randfontein en Krugersdorp geval het; 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, 2 (a), 15 (7) (g), 19A, 19B en 27, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die

portion of the Magisterial District of Oberholzer which prior to the date of publication of Government Notice No. 1718 of the 14th August, 1953, fell within the Magisterial District of Randfontein, and that portion of the Magisterial District of Koster which prior to the date of publication of Government Notice No. 1105 of the 26th July, 1963, fell within the Magisterial Districts of Randfontein and Krugersdorp, and from the second Monday after the date of publication of this notice and for the period ending the 31st May, 1968, the provisions of the said Agreement, excluding those contained in clauses 1, 2 (a), 15 (7) (g), 19A 19B and 27, 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.

M. VILJOEN,

Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

AGREEMENT

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

The Jewellery Manufacturers Association of South Africa (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 employers" or "the trade union"), of the other part,

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

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for a period ending on the 31st May, 1968, or for such period as may be determined by him.

2. SCOPE AND APPLICATION OF AGREEMENT.

(a) The terms of this Agreement shall be observed in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, that portion of the Magisterial District of Oberholzer which prior to the date of publication of Government Notice No. 1718 of the 14th August, 1953, fell within the Magisterial District of Randfontein and that portion of the Magisterial District of Koster which prior to the date of publication of Government Notice No. 1105 of the 26th July, 1963, fell within the Magisterial Districts of Randfontein and Krugersdorp 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, or any contract entered into, or any condition fixed thereunder.

3. GENERAL DEFINITIONS.

Unless the contrary intention appears any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, and any reference to that Act shall include any amendments thereto or regulation made thereunder, and unless the contrary intention appears, words importing the singular number shall include the plural and vice versa, and words importing persons shall include corporations; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;
"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 Act, and includes a minor employed on probation in terms of Section nineteen of the Act; or

tydperk wat op 31 Mei 1968 eindig, in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, daardie gedeelte van die landdrosdistrik Oberholzer wat voor die datum van publikasie van Goewermentskennisgewing No. 1718 van 14 Augustus 1953 binne die landdrosdistrik Randfontein geval het en daardie gedeelte van die landdrosdistrik Koster wat voor die datum van publikasie van Goewermentskennisgewing No. 1105 van 26 Julie 1963 binne die landdrosdistrikte Randfontein en Krugersdorp geval het, *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,

Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE JUWEEL- EN EDELMETAALNYWERHEID.

OOREENKOMS

kragtens die bepalings van die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan tussen

The Jewellery Manufacturers Association of South Africa (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 partye is by die Nywerheidsraad vir die Juweel- en Edelmetaalnywerheid.

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet vasstel en bly van krag tot 31 Mei 1968, of vir sodanige tydperk as wat hy kan bepaal.

2. FEESTEK EN TOEPASSING VAN OOREENKOMS.

(a) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Durban, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, daardie gedeelte van die landdrosdistrik Oberholzer wat voor die datum waarop Goewermentskennisgewing No. 1718 van 14 Augustus 1953, gepubliseer is, binne die landdrosdistrik Randfontein geval het en daardie gedeelte van die landdrosdistrik Koster wat voor die datum waarop Goewermentskennisgewing No. 1105 van 26 Julie 1963, gepubliseer is binne die landdrosdistrikte Randfontein en Krugersdorp geval het, deur alle lede van die werkgewersorganisasie wat by die Juweel- en Edelmetaalnywerheid betrokke is en alle lede van die vakvereniging wat in die Nywerheid werksaam is.

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

- (i) slegs op werknemers ten opsigte van wie lone in hierdie Ooreenkoms voorgeskrif is, en op die werkgewers van sodanige werknemers, en
- (ii) op vakleerlinge vir sover die bepalings daarvan nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige kontrak wat daaronder aangegaan is of enige leervoorskrif wat daaronder voorgeskrif is.

3. ALGEMENE WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk word en in die Wet op Nywerheidsversoenings, 1956, soos gewysig, omskryf is, dieselfde betekenis as in genoemde Wet en wanneer daar van genoemde Wet melding gemaak word, omvat dit alle wysigings daarvan of regulasies wat daarkragtens uitgevaardig is, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die enkelvoud aandui, ook die meervoud en andersom, en woorde wat die manlike geslag aandui, ook vrouens, en woorde wat persone vermeld ook korporasies; voorts, tensy onbestaanbaar met die verband, beteken—

„Wet", die Wet op Nywerheidsversoenings, 1956;
„vakleerling"—

- (a) 'n persoon wat kragtens 'n leerlingkontrak in diens is in 'n ambag in die nywerheid wat ingevolge artikel sestien van die Wet op Vakleerlinge, 1944, aangewys is, nl. dié genoemde kontrak kragtens subartikel (2) van artikel twintig of artikel drie-en-twintig van genoemde Wet geregistreer, en sluit 'n minderjarige in wat ingevolge artikel negentien op proef in diens is; of

(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 to 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;

(The terms "recognised period of training" and "recognised trade in the Industry", used in this definition shall have the same meaning respectively as are assigned to them in the definition of "journeyman".)

"Area A" means the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kempton Park, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, that portion of the Magisterial District of Oberholzer which, prior to the date of publication of Government Notice No. 1718 of the 14th August, 1953, fell within the Magisterial District of Randfontein, and that portion of the Magisterial District of Koster which prior to the date of publication of Government Notice No. 1105 of the 26th July, 1963, fell within the Magisterial Districts of Randfontein and Krugersdorp.

"Area B" means the Magisterial District of Durban.

"Council" means the Industrial Council for the Jewellery and Precious Metal Industry;

"Durban Committee" means the Committee consisting of representatives of the Jewellery Manufacturers' Association (Natal Branch) and representatives of the Jewellers' and Goldsmiths' Union and established in terms of the provisions of Section twenty-five of the Industrial Conciliation Act as a committee acting under the aegis of the Industrial Council for the Jewellery and Precious Metal Industry;

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

"emergency work" means any work which owing to unforeseen causes such as fire, storm, accident, act of violence or theft must be done without delay;

"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 of the following purposes:—

- (a) The manufacture of any one or more 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) 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 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.

(b) 'n persoon wat op die datum waarop die betrokke ambag kragtens subartikel (1) van artikel *sestien* van die Wet op Vakleerlinge, 1944, aangewys is, nie 'n minderjarige was nie en wat ingevolge 'n leerlingkontrak in 'n erkende ambag in die nywerheid in diens is, nl. dié genoemde 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 kragtens 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 vakleerling te voeg onderteken is as die vakleerling, toe die kontrak aangegaan is, minderjarig was;

(Die uitdrukkings „erkende opleidingstydperk” en „erkende ambag in die Nywerheid” wat in hierdie woordomskrywing gebesig word, het onderskeidelik dieselfde betekenis as dié wat in die omskrywing van „vakman” daaraan gegee word);

„Gebied A”, die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan, Delmas, Germiston, Johannesburg, Kemptonpark, Krugersdorp, Nigel, Pretoria, Randfontein, Roodepoort, Springs, daardie gedeelte van die landdrosdistrik Oberholzer wat voor die datum waarop Goewermentskennisgewing No. 1718 van 14 Augustus 1953 gepubliseer is, binne die landdrosdistrik Randfontein geval het en daardie gedeelte van die landdrosdistrik Koster wat voor die datum waarop Goewermentskennisgewing No. 1105 van 26 Julie 1963 gepubliseer is binne die landdrosdistrikte Randfontein en Krugersdorp geval het;

„Gebied B”, die landdrosdistrik Durban;

„Raad”, die Nywerheidsraad vir die Juweel- en Edelmetaalnywerheid;

„Durbanse Komitee”, die komitee wat bestaan uit verteenwoordigers van die „Jewellery Manufacturers' Association” (Natalak) en verteenwoordigers van die „Jewellers' and Goldsmiths' Union” en wat ingevolge die bepalings van artikel vyf-en-twintig van die Wet op Nywerheidsversoenig, 1956, ingestel is as 'n komitee wat onder die beheer van die Nywerheidsraad vir die Juweel- en Edelmetaalnywerheid funksioneer;

„bedryfsinrigting”, persele waarop of in verband waarmee een of meer persone in die Juweel- en Edelmetaalnywerheid werksaam is;

„noodwerk”, enige werk wat as gevolg van onvoorsiene oorsake soos bv. brand, storms, ongelukke, gewelddaad of diefstal, sonder versuim gedoen moet word;

„ondervinding”, met betrekking tot bepaalde werksaamhede, die totale dienstydperk of -tydperke van 'n werknemer in die Nywerheid en ter verrigting van werksaamhede binne dieselfde indeling as eersgenoemde werksaamhede, sonder om 'n aanpassing te maak ten opsigte van korttyd of oortyd wat gedurende sodanige dienstydperk of tydperke gewerk is;

„Nywerheid”, die Juweel- en Edelmetaalnywerheid;

„Juweel- en Edelmetaalnywerheid”, die gesamentlike onderneming waarin werkgewer en werkremer vir een van die volgende doeleindes geassosieer is:—

- (a) Die vervaardiging van een of meer van die volgende artikels, hoofsaaklik uit edelmetale, met inbegrip van alle werksaamhede wat by sodanige vervaardiging behoort—
 - (i) juweliersware en/of persoonlike sierade met of sonder sieraadstene;
 - (ii) montuur vir sieraadstene;
 - (iii) medaljes, medallions, wapens, vrymesselaarsjuwele en/of dergelike artikels;
 - (iv) ornamente, siervate, siergerei en/of dergelike sierartikels;
 - (v) dele van enigeen van voornoemde artikels;
- (b) die set en/of opnuut set van sieraadstene in artikels in paragraaf (a) gemeld;
- (c) die gravering van artikels in paragraaf (a) gemeld;
- (d) die herstel, wysiging en/of vernuwing van artikels in paragraaf (a) gemeld;
- (e) die emaljerig van alle voorwerpe in paragraaf (a) genoem;
- (f) die maak en/of herstel van gereedskap en/of stempels wat, in die werksaamhede gemeld in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is, wanneer dit onderneem word deur 'n werkgewer wat sulke werksaamhede verrig en wanneer dit in verband daarmee onderneem word;
- (g) die gravering van stempels wat in die werksaamhede vermeld in hierdie omskrywing gebruik word of vir gebruik daarin bedoel is;

(The term "enamelling" used in this definition means a vitrified substance applied to the surface of a metallic object by hand or machine and/or heat process.)

[The term "precious metals" referred to in paragraph (a) of this definition 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.]

[The term "ornamental stones" referred to in paragraphs (a) and (b) of this definition 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.]

[The term "engraving" used in this definition without limiting the meaning thereof includes 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 designs;
- (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;
- (vi) matting, embossing, carving, and/or chasing, and is intended to be in conjunction with the Jewellery and Precious Metal Industry];

"journeyman" means any person who—

- (a) 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"; or
- (b) has proved to the satisfaction of the Council any of the following and is in possession of a certificate in the form of Annexure A to this Agreement issued by the Council certifying such proof:—

- (i) That he has, in the Republic of South Africa, served and completed an apprenticeship in terms of a contract of apprenticeship such as referred to in paragraph (b) of the said definition of "apprentice";
- (ii) that, in the Republic of South Africa, prior to the 15th day of March, 1946, being the date of designation referred to in the said definition of "apprentice", he served and completed an apprenticeship, a period of learnership, of not less than the recognised period of training to any recognised trade in the Industry;
- (iii) that, in the Republic of South Africa, prior to that 15th day of March, 1946, being the said date of designation, he had practical experience at any recognised trade in the Industry for a period of not less than the said recognised period of training;
- (iv) that he has, outside the Republic of South Africa, served and completed an apprenticeship, or a period of learnership, of not less than the said recognised period of training, to any recognised trade in the Industry;
- (v) that he has, outside the Republic of South Africa, had practical experience at any recognised trade in the Industry for a period of not less than the said recognised period of training;
- (vi) that he is 21 years of age or over and, in the opinion of the Council is competent in any of the recognised trades in the Industry.

The term "recognised period of training" used in this definition, without affecting anything done, prescribed or declared in pursuance of the Apprenticeship Act, 1944, means—

- (i) in the case of apprenticeship, learnership or practical experience (as the case may be), to or at the trade of mounting and precious metal working, a period of not less than three years;
- (ii) in the case of apprenticeship, learnership or practical experience (as the case may be), to or at the trade of diamond and jewel setting or the trade of engraving, a period of not less than four years;
- (iii) in the case of apprenticeship, learnership or practical experience (as the case may be), to or at the trade of precious metal working and mounting (including diamond mounting) a period of not less than five years.

The term, "recognised trade in the Industry" used in this definition, without affecting anything done, prescribed, or declared in pursuance of the Apprenticeship Act, 1944, means any one of the following trades in the Industry:—

Mounting and Precious Metal Working;
Diamond and Jewel Setting;
Engraving;

Precious Metal Working and Mounting (including Diamond Mounting).

"learner" means a person other than a journeyman or an apprentice who is employed on journeyman's work in Area B.

(Die uitdrukking „emaljerig" wat in hierdie woordskrywing geësig word, beteken 'n verglaasde stof wat met die hand of met 'n masjien en/of 'n warmteproses op die oppervlakte van 'n metaalvoorwerp aangebring word.)

[Die uitdrukking „edelmetale", genoem in paragraaf (a) van hierdie woordskrywing, beteken die edelmetale goud, silwer, platina en/of 'n palladium en/of 'n legering wat genoemde edelmetale of enigeen daarvan in so 'n verhouding tot ander metale bevat dat dit die grootste waarde van so 'n legering uitmaak.]

[Die uitdrukking „sieraadstene", in paragrafe (a) en (b) van hierdie woordskrywing genoem, beteken edelstene en/of halfedelstene en/of ander sierstene, hetsy geslyp en gepoleer of van natuurlike vorm en glans en/of namaakstene van sulke stene.]

[Die uitdrukking „graveerwerk" hierin gebruik omvat, sonder om die betekenis daarvan te beperk, die volgende:—

- (i) Graverig van blom-, dekoratiewe en/of abstrakte ontwerpe;
- (ii) graverig van inskripsies, datums, monogramme, voorletters en/of iets dergeliks;
- (iii) graverig van heraldiese ontwerpe;
- (iv) graverig van buitelyne vir uitsny;
- (v) reliëfsnywerk en/of versinkwerk vir die doeleindes van of ter voorbereiding van emaljerig of andersins;
- (vi) matwerk, bosseleerwerk, kerfwerk en/of gedrewe werk, en dit word in verband met die Juweel- en Edelmetaalnywerheid bedoel.]

„vakman", 'n persoon wat—

- (a) 'n vakleerlingskap kragtens 'n leerlingkontrak soos gemeld in paragraaf (a) van die omskrywing van „vakleerling", gedien en voltooi het; of

- (b) tot bevrediging van die Raad bewys gelewer het van enigeen van die volgende en in besit is van 'n sertifikaat in die vorm van Aanhangsel A van hierdie Ooreenkoms, wat die Raad ter bevestiging daarvan uitgereik het—

- (i) dat hy in die Republiek van Suid-Afrika 'n vakleerlingskap kragtens 'n leerlingkontrak, soos gemeld in paragraaf (b) van genoemde omskrywing van „vakleerling", gedien en voltooi het;
- (ii) dat hy voor 15 Maart 1946, n.l. die datum van aanwysing gemeld in genoemde omskrywing van „vakleerling", in die Republiek van Suid-Afrika 'n vakleerlingskap of 'n leerlingtydperk van minstens die erkende opleidingstydperk in 'n erkende ambag in die Nywerheid gedien en voltooi het;
- (iii) dat hy voor 15 Maart 1946, n.l. die genoemde datum van aanwysing in die Republiek van Suid-Afrika, praktiese ondervinding in enigeen van die erkende ambagte in die Nywerheid vir 'n tydperk van minstens genoemde erkende opleidingstyd opgedoen het;
- (iv) dat hy buite die Republiek van Suid-Afrika 'n vakleerlingskap of 'n leerlingtydperk van minstens genoemde erkende opleidingstyd in 'n erkende ambag in die Nywerheid gedien en voltooi het;
- (v) dat hy buite die Republiek van Suid-Afrika praktiese ondervinding in 'n erkende ambag in die Nywerheid vir 'n tydperk van minstens genoemde erkende opleidingstyd opgedoen het;
- (vi) dat hy 21 jaar of ouer is en dat hy volgens die Raad se mening bekwaam is vir een van die erkende ambagte in die Nywerheid;

Die uitdrukking „erkende opleidingstydperk" wat in hierdie omskrywing geësig word, sonder om enigiets te raak wat ingevolge die Wet op Vakleerlinge, 1944, gedoen, voorgeskryf of verklaar is, beteken—

- (i) in die geval van vakleerlingskap, leerlingskap of praktiese ondervinding (na gelang van die geval) in die ambag montering en bewerking van edelmetale 'n tydperk van minstens drie jaar;
- (ii) in die geval van vakleerlingskap, leerlingskap of praktiese ondervinding (na gelang van die geval) in die ambagte set van diamante en juwele of graveerwerk, 'n tydperk van minstens vier jaar;
- (iii) in die geval van vakleerlingskap, leerlingskap of praktiese ondervinding (na gelang van die geval) in die ambag bewerking van edelmetale en montering (met inbegrip van set van diamante), 'n tydperk van minstens vyf jaar.

Die uitdrukking „erkende ambag in die Nywerheid" wat in hierdie omskrywing geësig word, sonder om enigiets te raak wat ingevolge die Wet op Vakleerlinge, 1944, gedoen, voorgeskryf of verklaar is, beteken enigeen van die volgende ambagte in die Nywerheid:—

Montering en bewerking van edelmetale;
set van diamante en juwele;
graveerwerk;

bewerking van edelmetale en montering (met inbegrip van set van diamante);

„leerling", enige ander persoon as 'n vakman of 'n vakleerling, wat vakmanswerk in Gebied „B" verrig;

"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 nor any other training or service for which he volunteers or which he elects to undergo;

"piece-work" means any system of work under which the minimum-wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

"remuneration" shall have the same meaning ascribed to it as in its definition in the Industrial Conciliation Act, 1956;

"rough blanks" means rough shapes or lengths of sheet or wire for further processing;

"task-work" means any system of work under which a minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 6;

"wage" means the amount of money payable to an employee in terms of clause 6 in respect of his ordinary hours of work as prescribed in clause 5, provided that if an employer pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 6, it means such higher amount; provided further that any additional cost of living allowance payable in terms of clause 7 shall be added to the amount payable to an employee in terms of clause 6 or to any higher amount referred to in this definition.

4A. 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 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) 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, but this sub-clause shall not apply to apprentices, and to an employee who is employed for a period not exceeding two weeks and who is employed in substitution for and during the absence of an employee whose basis of contract is weekly.

(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 clause 13, and sub-clause (7) of clause 15.

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

4B. CERTIFICATE OF SERVICE.

(1) *Service Cards to be Produced on Engagement.*—An employer shall, before engaging an employee, require the employer to produce a service card issued by the Council in the form of Annexure B 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, occupation and wage on engagement and shall retain the card in safe keeping so that it can in due course be dealt with in terms of sub-clause (2) upon termination of service of the employee.

(2) *Service Cards 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 card, i.e. date of leaving, wage at date of leaving and occupation on leaving. The completed card shall thereafter be signed and handed to the employee on termination of service.

"militêre opleiding", die aaneenlopende opleiding wat 'n werknemer moet meemaak ingevolge artikel *een-en-twintig* (1), gelees met subartikels (1) en (2) van artikel *twee-en-twintig* van die Verdedigingswet, 1957, maar sluit nie enige opleiding in wat hy ingevolge artikel *drie-en-twintig* van genoemde Wet verkies om mee te maak nie, en ook nie enige ander opleiding of diens wat hy vrywillig meemaak of verkies om mee te maak nie;

"stukwerk", enige stelsel van werk ingevolge waarvan die minimum loon waarop 'n werknemer geregtig is bereken word bloot op die hoeveelheid of opbrengs van die werk wat gedoen is, ongeag die tyd wat aan sodanige werk bestee is;

"besoldiging", dieselfde as die betekenis wat daaraan geheg word in die omskrywing daarvan in die Wet op Nywerheidsversoenig, 1956;

"ruwe onbewerkte stukke", ruwe vorms of lengtes plaat of draad vir verdere prosesbewerking;

"taakwerk", enige stelsel van werk ingevolge waarvan die minimum hoeveelheid of opbrengs van werk wat in 'n bepaalde tyd verrig moet word vasgestel word as 'n voorwaarde vir die betaling van die lone wat in klousule 6 voorgeskryf word;

"loon", die bedrag geld wat ingevolge klousule 6 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkkure wat in klousule 5 bepaal word; met dien verstande dat indien 'n werkgewer aan 'n werknemer ten opsigte van sodanige gewone werkkure 'n hoër bedrag as wat in klousule 6 voorgeskryf word, betaal, dit sodanige hoër bedrag bedoel; met dien verstande verder dat enige bykomende lewenskostetoelae wat ingevolge klousule 7 betaalbaar is, by die bedrag wat ingevolge klousule 6 aan 'n werknemer betaalbaar is, gevoeg moet word, of by enige hoër bedrag vermeld in hierdie woordskrywing.

4A. KONTRAKBASIS.

(1) Die lone en diensvoorwaardes wat in hierdie Ooreenkoms voorgeskryf word, is die minimum lone of ander besoldiging en die minimum diensvoorwaardes in die Nywerheid vir werknemers wat die klasse werk verrig wat onderskeidelik in klousule 6 uiteengesit word.

(2) Geen ooreenkoms, uitdruklik of stilswyend, of dit voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan is, wat as bindend kragtens artikel *agt-en-veertig* van die Wet verklaar is, of die uitreiking van 'n vestigingstifikaat, laat toe dat 'n werknemer besoldiging betaal word wat minder is as dié wat by hierdie Ooreenkoms voorgeskryf word, of dat 'n werknemer behandel word op 'n manier of dat voordele aan hom geskenk word wat minder gunstig is as die behandeling of voordeel wat aldus voorgeskryf is, en raak ook nie 'n afstanddoening van 'n werknemer van die toepassing op hom van 'n bepaling van hierdie Ooreenkoms nie. Enigeen wat 'n ooreenkoms aangaan wat so 'n betaling, aansoek of vergunning toelaat, of so 'n afstanddoening in werking stel, begaan 'n misdryf en so 'n ooreenkoms is ongeldig.

(3) Die minimum geldigheidsduur van 'n dienskontrak tussen 'n werkgewer en 'n werknemer is een week en daarna is die minimum basis van die geldigheidsduur van die kontrak weekliks, maar hierdie subklousule is nie op vakleerlinge of op werknemers wat vir 'n tydperk van hoogstens twee weke in diens is en wat in diens is in die plek van en gedurende die afwesigheid van 'n werknemer wie se kontrakbasis weekliks is, van toepassing nie.

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

(5) Niks in hierdie Ooreenkoms verminder die lone of ander besoldiging wat 'n werknemer ten tye van die inwerkingtreding van hierdie Ooreenkoms ontvang of verminder sy diensvoorwaardes solank hy by dieselfde werkgewer in diens is.

4B. DIENSSERTIFIKAAT.

(1) *Dienskaart moet by indiensneming getoon word.*—'n Werkgewer moet, voordat hy 'n applikant in diens neem, van hom vereis dat hy 'n dienskaart toon wat deur die Raad in die vorm van Aanhangsel B van hierdie Ooreenkoms uitgereik is.

Die werkgewer moet onmiddellik nadat hy sodanige werknemer in diens neem, die naam van sy fabriek, die datum van indiensneming, werk en loon by indiensneming in die ruimte vir "verdere ondervinding" inskryf en moet die kaart veilig bewaar sodat dit te geleger tyde gebruik kan word ingevolge die bepalings van subklousule (2) by diensbeëindiging van die werknemer.

(2) *Dienskaart moet by diensbeëindiging aan die werknemer terugbesorg word.*—Wanneer 'n werknemer se diens beëindig word, moet die werkgewer die oorblywende besonderhede op die werknemer se dienskaart sonder versuim invul, d.w.s. die datum van uitdienstreding, loon ten tyde van uitdienstreding en werk by uitdienstreding. Daarna moet die ingevulde kaart onderteken en by diensbeëindiging aan die werknemer oorhandig word.

(3) Forthwith after the publication of this Agreement, or as soon thereafter as is practicable, the Industrial Council shall issue to every employee engaged in the Industry, except apprentices, a certificate in the form of Annexure B to this Agreement, setting out and certifying the experience which he has had in the Industry since the 9th day of September, 1946 (being the date on which the first Industrial Agreement of the Council came into operation).

(4) The Council may also at any time, and shall do so if required by the employee or his employer or prospective employer, issue a certificate in the same form to an employee setting out and certifying the experience which he has had in the Industry from the said 9th day of September, 1946, provided that this sub-clause shall not apply to apprentices.

(5) The requirements of sub-clauses (3) and (6) may be carried out by the Secretary to the Council for and on behalf of and in the name of the Council, and the Secretary shall sign such certificates, but no such certificates shall be issued until the Secretary has satisfied himself from the records of the Council and/or by his own investigations and/or by the investigation of an agent or designated agent of the Council and/or by other satisfactory proof that the information set out therein is true and correct in every particular.

(6) The Council shall—

- (a) number all such certificates consecutively;
- (b) retain a copy of each certificate issued; and
- (c) forward another copy thereof to the employer by whom the employee named therein is then employed.

4C. LEARNERS.

Courses of Training.

Every employer of a learner to any one of the trades referred to hereunder shall give such learner such practical training as is indicated under the trade to which he is a learner:—

Precious Metal Working and Mounting (including Diamond Mounting).

First Year.—The use of tools, filing geometrical shapes, the use of piercing saws, the making of simple collets and simple stone rings, the making of charniers; polishing and sandpapering.

Second Year.—The making of simple fancies, the adjusting of stones, the making of rings with varying types of backs and shanks; the piercing of fancy lights; the making of catches, pin joints, non-pierced ear fittings and other accessories; the making of simple earrings and brooches of simple modellings, the making of pendants.

Third Year.—The making of various types of snaps, eternity rings, simple ear-clips, open azures and all types of dress and fancy rings.

Fourth Year.—The making of all types of mounting, including fully set brooches, clips, rings and ear-clips and the making of simple bracelets and the various ways of jointing them; the alloying of precious metals and the making of solders.

Fifth Year.—General revision.

Mounting and Precious Metal Working.

First Six Months.—The knowledge of different types of tools, and their uses, also the use of piercing saws, to prepare metals, annealing and rolling and drawing of wire; to solder simple articles and to make charnier; to make simple wedding rings; to have a knowledge of polishing and sandpapering; to make joints and catches for brooches; chainmaking.

Second Six Months.—To make connections for cuff links, and studs for bangles; to make and solder cuff links, baby brooches and bangles; to make baby rings, panelrings, and simple signet rings; to make wire bracelets, and simple types of jointing for bracelets; to make lockets.

Third Six Months.—To make fancy filed signet rings, and wedding rings under supervision; to make various types of snaps by hand; to make hollow 'bangles; to make shirt studs with or without screw fittings; to make screw fittings for earrings.

Fourth Six Months.—To be given knowledge of alloying and smelting gold and silver and the making of solders; to make simple watch straps, pendants, rings, earrings, brooches, bracelets for coloured stones and cameos.

Last Twelve Months.—To work as far as possible independently in order to gain practical experience in all types of gold articles.

Diamond and Jewel Setting.

First Six Months.—The names of scorpers, their uses and how to maintain them; the holding of tools by doing elementary cutting up in metal; the making of drills (pearl drills, spade drills, etc.); the sticking up of work on cement sticks; the working on metal with graver; the adjustment of round stones tightly in settings.

(3) Onmiddellik na die publikasie van hierdie Ooreenkoms by 'n Goewermentskennisgewing in die *Staatskoerant*, of so gou doenlik daarna, moet die Nywerheidsraad aan elke werknemer in die Nywerheid, uitgesonderd vakleerlinge, 'n sertifikaat in die vorm van Aanhangsel B van hierdie Ooreenkoms uitreik, wat die ondervinding vermeld en bevestig wat hy sedert die 9de dag van September 1946 (die datum waarop die eerste Nywerheidsooreenkoms van die Raad in werking getree het) in die Nywerheid opgedoen het.

(4) Die Raad kan ook op enige ander tyd 'n sertifikaat in dieselfde vorm aan 'n werknemer uitreik, en moet dit doen as dit deur die werknemer of sy werkgewer of voornemende werkgewer van hom verlang word, wat die ondervinding wat hy in die Nywerheid gehad het met ingang van genoemde 9de dag van September 1946, vermeld en bevestig; met dien verstande dat hierdie subklousule nie op vakleerlinge van toepassing is nie.

(5) Die Sekretaris van die Raad kan namens en ten behoeve van en in die naam van die Raad voldoen aan die vereistes van subklousules (3) en (6) en die Sekretaris moet sulke sertifikate onderteken maar geen sodanige sertifikate mag uitgereik word alvorens die Sekretaris hom uit die registers van die Raad en/of deur sy eie ondersoek en/of die ondersoek van 'n agent of aangewese agent van die Raad en/of ander bevredigende bewys, daarvan oortuig het dat die inligting daarin in elke opsig waar en korrek is.

(6) Die Raad moet—

- (a) alle sodanige sertifikate in volgorde nommer;
- (b) 'n afskrif van elke sertifikaat wat uitgereik is bewaar; en
- (c) 'n ander afskrif daarvan stuur aan die werkgewer in wie se diens die werknemer daarin genoem, dan in diens is.

4C. LEERLINGE.

Opleidingskursusse.

Elke werkgewer van 'n leerling in een van die ambagte hieronder genoem, moet genoemde leerling die praktiese opleiding verskaf wat teenoor die ambag waarin hy sy leerlingenskap dien, aangedui word.

Bewerking van edelmetale en montering (met inbegrip van die set van diamante).

Eerste jaar.—Die gebruik van gereedskap, geometriese ontwerpe vyl, die gebruik van steeksaie, die maak van eenvoudige ringkaste en eenvoudige steenringe, die maak van hingsels; poleer en skuur.

Tweede jaar.—Die maak van eenvoudige fantasiegoedere, die regsit van stene; die maak van ringe van verskillende tipes rug- en sykante; deursteek vir fantasie-openings; die maak van knippies, penskakels, en toebehore van nie-deurgesteekte oorkrabbertjies; die maak van eenvoudige oorringe en borsspelde van eenvoudige boetsewerwerk, die maak van hangertjies.

Derde jaar.—Die maak van verskillende soorte snappers, trou-ringe, eenvoudige oorknippe, oop lasuursteen- en alle soorte aand- en fantasieringe.

Vierde jaar.—Die maak van alle soorte monterwerk, met inbegrip van volledige gesette borsspelde, knippe, ringe en oorknippe, die maak van eenvoudige armbande en die verskillende maniere om hulle te voeg; legering van edelmetale en die maak van soldeermiddels.

Vyfte jaar.—Algemene hersiening.

Montering en bewerking van edelmetale.

Eerste ses maande.—Kennis van verskillende soorte gereedskap, met inbegrip van steeksaie, en hoe om dit te gebruik; bereiding van metale, uitgloei, rol en trek van draad; eenvoudige artikels soldeer, hingsels maak; eenvoudige trou-ringe maak; kennis van poleer en skuur; skarniere en knippe vir borsspelde maak; kettings maak.

Tweede ses maande.—Verbindings vir mansjetknope maak, ook haakknope vir armbande; mansjetknope, bababorspelde en armbande maak en soldeer. Babaringe, paneel-ringe en eenvoudige seëlringe maak; draadarmbande en eenvoudige soorte skakels daarvoor maak; hangertjies maak.

Derde ses maande.—Seëlringe met fantasie-ontwerpe ingevyl, en trou-ringe, onder toesig maak; verskillende soorte knippies met die hand maak; hol armbande maak; halsknoppies met of sonder skroefkoppe maak; skroeftoebehore vir oor-ringe maak.

Vierde ses maande.—Kennis van legering en smelt van goud en silwer en hoe om soldeersels te maak; eenvoudige bande vir polsoorlosies maak asook hangertjies, ringe, oorringe, borsspelde en armbande vir gekleurde stene en kameë.

Laaste twaalf maande.—Onafhanklik werk, vir sover moontlik, ten einde praktiese kennis in verband met alle soorte goue artikels op te doen.

Set van Diamante en Juwele.

Eerste ses maande.—Die name van holbeitels, die gebruik en onderhoud daarvan; hoe gereedskap gehou moet word by elementêre snywerk in metaal; die vervaardiging van bore (pêrelbore, graafbore, ens.); werk op sementstokke vassit; met graveernaal op metaal werk; ronde stene stewig in monture vassit.

Second Six Months.—The making of metal bars, the drilling of bars to take stones; the adjustment of stones, the raising and cleaning of grains; the use of the flat scorer.

Third Six Months.—The making of grain tools; the adjusting of small stone in jobs and the cutting and finishing of them; the cutting up of ring shoulders to specifications; the raising of grains in large jobs and wroughting out.

Fourth Six Months.—The adjusting of stones in larger mounts such as clips, the ranging of stones in clips; the setting of millegrain collets and keeping them round even if badly shaped stones are used; the setting of semi-fancy complete with centre stone; the setting of large stones in claw settings of rings; the completing of eternity rings or such similar jobs.

Fifth Six Months.—Revision of all training up to this stage; adjusting of all shapes of stones; weighing diamonds and advanced cutting or engraving.

Sixth Six Months.—Setting of fancy shaped stones such as square diamonds, many shaped or large oblong; small claw setting, e.g. four claw collet; the setting of stones in signet rings by groove and mirror finish.

Seventh Six Months.—Revision of all work taught earlier; glass edge setting and bagette diamonds; gypsy setting; the setting and finishing of large diamond clips, paveys or millegrains; the cutting up of large fancy rings.

Eighth Six Months.—Calibre setting, sapphire or ruby eternity rings; general revision.

Engraving.

First Six Months.—The drawing of lettering and ornamental designs in all styles; the pinning up of plates and articles on blocks in readiness for engraving; the scope of the trade and its inter-relationship to the other trades in the industry.

Second Six Months.—The cutting of straight and curved lines on a practice plate with a graver, further tuition in drawing of simple styles of lettering; engraving of rough and simple ornamental work; the use of the different types of tools of the engraving trade.

Third Six Months.—The cutting of cypher initials on small articles such as spoons, forks, etc., with the aid of a pattern or sample, the cutting with scorer or flat tool of block letters on a practice plate; the individual performance under supervision of an engraving project for production.

Fourth Six Months.—The whetting-up of tools and the theory and practice of tempering tools and their care and upkeep; the designing of block monograms; the drawing-on of inscriptions; the execution of all types of ornamental work; the engraving of two or three letter monograms and names on small articles under supervision; the cutting with scorer or flat tool of all straight lines of inscriptions; the use of all tools of the trade.

Fifth Six Months.—Block lettering and cutting for enamelling; the various styles of inscription and in use for various articles; the more complicated styles of lettering, i.e. Old English, Roman, fancy script, shaded letters and fancy block letters and their engraving.

Sixth Six Months.—Drawing-on and engraving simple style inscriptions under supervision on silver plates, medals, small cups, etc.; independent engraving of names and monograms on small articles.

Seventh and Eighth Six Months.—General revision.

Provisions.

(a) An employer shall employ a journeyman mounter, precious metal worker, setter or engraver, as the case may be, before he may employ a learner mounter, precious metal worker, setter or engraver, as the case may be, and, an employer shall employ an additional two journeymen mounters, precious metal workers, setters or engravers, as the case may be, before he may employ an additional one learner mounter, precious metal worker, setter or engraver, as the case may be.

(b) For the purpose of this clause an employer who is wholly or mainly engaged at the trade of mounter, precious metal worker, setter or engraver, as the case may be, may be deemed to be a journeyman mounter, precious metal worker, setter or engraver, as the case may be.

5. ORDINARY HOURS OF WORK.

(1) Area "A".—The ordinary hours of work of an employee shall not exceed—

(a) forty-five in any week from Monday to Saturday inclusive;

(b) more than eight hours, excluding meal times, on any one day: Provided that in any factory in which—

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

Tweede ses maande.—Metaalstawe maak, stawe boor om stene te vat; stene regsit, korrelvoorkoms teweegbring en skoonmaak; die gebruik van die plat holbeitel.

Derde ses maande.—Die maak van korrelgereedskap; die regsit van klein steentjies in juwelierswerk en die slyp en afwerk daarvan; ringskouerstukke volgens spesifikasie uitsny; korrelvoorkoms in groot werke teweegbring en skoonmaak.

Vierde ses maande.—Stene in groter monture soos knippe regsit, stene in knippe ranksak; die set van „millegrain“-ringkaste, en hulle rond hou selfs al word swakgevormde stene gebruik; die set van half-fantasiestene volledig met sentersteen; die set van groot stene in kloumonture van ringe; trouinge of dergelike juweliersstukke voltooi.

Vyfte ses maande.—Hersiening van alle opleiding tot en met hierdie stadium; stene van alle vorms regsit; diamante weeg en gevorderde slyp- of graveerwerk.

Sesde ses maande.—Set van fantasievormistene soos vierkantige diamante, veelvormige of groot langwerpige stene; klein kloumonture, bv. vierklouwingkaste; die set van stene in seëlringe deur middel van groef en spieëlafwerking.

Sewende ses maande.—Hersiening van alle werk tot dusver geleer. Glaskantset en bagettediamante; sigeunersetwerk; die set en afwerk van groot diamantknippe, „paveys“ of „millegrains“; die uitsny van groot fantasieringe.

Agste ses maande.—Kalibersetwerk, saffier- of robyntrou- ringe; algemene hersiening.

Graveer.

Eerste ses maande.—Die teken van letters en dekoratiewe ontwerpe in alle style; plate en artikels op blokke met penne vir graveerdoeleindes vassit; die veld wat die bedryf dek en die verband wat dit met die ander bedrywe in die nywerheid hou.

Tweede ses maande.—Die sny van reguit en krom lyne op 'n oefenplaat met 'n graveernaald; verdere onderrig in die teken van eenvoudige lettertipes; die graveer van growwe en eenvoudige ornamentelewerk; die gebruik van die verskillende soorte gereedskap in die graveerbedryf.

Derde ses maande.—Die sny van syfervoorletters op klein voorwerpe soos lepels, vurke ens., met behulp van 'n patroon of monster, die sny met holbeitel of plat gereedskap van blokletters op 'n oefenplaat; die individuele uitvoering, onder toesig van 'n graveerprojek vir produksie.

Vierde ses maande.—Die skerpmaak van gereedskap en die teorie en praktyk van gereedskap hardmaak en versorging en onderhoud daarvan; blokkmonogramme ontwerp; opskrifte afteken; die uitvoering van alle soorte dekoratiewe werk; die graveer, onder toesig, van monogramme met twee of drie letters en name op klein voorwerpe; die sny met holbeitel of plat gereedskap van alle reguit lyne van opskrifte; die gebruik van alle gereedskap van die bedryf.

Vyfte ses maande.—Blokletters en sny vir enommelwerk; die verskillende opskrifstyle en in gebruik vir verskillende voorwerpe; die ingewikkelder letterstyle, d.w.s. ou-Engels, Romeins, fantasieletters, arsering en fantasieblokletters en die graveer daarvan.

Sesde ses maande.—Opskrifte van eenvoudige styl onder toesig op silwerplate, medaljes klein bекers, ens., afteken en graveer. Eiehandige graveer van name en monogramme op klein voorwerpe.

Sewende en agste ses maande.—Algemene hersiening.

Bepalings.

(a) 'n Werkgewer moet 'n vakman monteur, edelmetaalwerker, setwerker, of graveerder, na gelang van die geval, in diens neem alvorens hy 'n leerling monteur, edelmetaalwerker, setwerker of graveerder, na gelang van die geval, in diens mag neem, en 'n werkgewer moet twee bykomende vakman monteurs, edelmetaalwerkers, setwerkers of graveerders, na gelang van die geval, in diens neem alvorens hy 'n bykomende een leerling monteur, edelmetaalwerker, setwerker of graveerder, na gelang van die geval, in diens mag neem.

(b) Vir die doeleindes van hierdie klousule kan 'n werkgewer wat geheel-en-deel hoofsaaklik werk as 'n monteur, edelmetaalwerker, setwerker of graveerder, na gelang van die geval, geag word 'n vakman monteur, edelmetaalwerker, setwerker of graveerder, na gelang van die geval, te wees.

5. GEWONE WERKURE.

(1) Gebied "A".—Die gewone werkure van 'n werknemer mag hoogstens wees—

(a) 45 in enige week vanaf Maandag tot en met Saterdag;

(b) 8 op enige dag, maaltye uitgesluit; met dien verstande dat in enige fabriek waarin—

(i) die gewone werkure op een dag in die week nie vyf oorskry nie, van 'n werknemer vereis of hy toegelaat magword om 'n bykomende tydperk van nie meer as 'n half uur op elk van die orige dae van die week te werk; of

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

Area "B".—The ordinary hours of work of an employee shall not exceed—

- (a) forty-four in any week from Monday to Saturday inclusive;
- (b) more than eight hours, excluding meal times on any one day: Provided that in any establishment in which—
 - (i) on one day in every week the ordinary hours of work are not more than five an employee may be required or permitted to work for an additional period not exceeding half-an-hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work more than five days in the week, an employee may on any workday be required or permitted to work for an additional period not exceeding one and a quarter hours.

(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—

- (a) if this interval be longer than one hour, any period in excess of an hour and one-quarter shall be deemed to be ordinary hours worked or overtime, as the case may be;
- (b) 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 10 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 tea or coffee to each of his employees free of charge.

(4) **Hours of Work to be Continuous.**—Subject to the provisions of sub-clause (2), 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:—

- (a) The number of ordinary hours of work per week to be worked by the employees in his establishment;
- (b) the days of the week in which such ordinary hours are to be worked; and
- (c) 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.

(1) No employer shall pay to employees (other than apprentices) engaged on any of the classes of work hereinafter specified in the following wage schedules, wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

A. JOURNEYMAN'S WORK.

(a) **Area "A".**—No employer shall employ any person other than a journeyman or apprentice on journeyman's work, provided that a journeyman trained in any other metal working trade and who has normally been employed at his trade in the Jewellery and Precious Metal Industry for not less than twelve months at not less than journeyman's rates may perform journeyman's work.

Notwithstanding anything to the contrary the provisions hereof shall permit the performance of journeyman's work by an employer or a director of a company or the immediate members of the families of the employer or director. For the purpose hereof "immediate members" includes the parents or children of the employer or any spouse of any child and in the company includes the directors or any parent or child or spouse of any child of a director.

(b) **Area "B".**—No employer shall employ any person other than a journeyman or apprentice on journeyman's work without the prior permission of the Industrial Council.

- (ii) die werknemers normaalweg nie meer as op vyf dae in die week werk nie, van 'n werknemer vereis of hy toegelaat mag word om 'n bykomstige tydperk van nie meer nie as 'n uur en 'n kwart op enige werksdag te werk;

Gebied "B".—Die gewone werkure van 'n werknemer mag hoogstens wees—

- (a) 44 in enige week vanaf Maandag tot en met Saterdag;
- (b) 8 op enige dag, maaltye uitgesluit; met dien verstande dat in enige bedryfsinrigting waarin—
 - (i) die gewone werkure op een dag in die week nie vyf oorskry nie, van 'n werknemer vereis of hy toegelaat mag word om 'n bykomstige tydperk van nie meer as 'n half uur op elk van die orige dae van die week te werk; of
 - (ii) die werknemers normaalweg nie meer as op vyf dae in die week werk nie, van 'n werknemer vereis of hy toegelaat mag word om 'n bykomstige tydperk van nie meer nie as 'n uur en 'n kwart op enige werksdag te werk.

(2) **Etensonderbrekings.**—'n Werkgewer kan nie van sy werknemer vereis of hom toelaat om vir meer as vyf agtereenvolgende ure op een dag te werk sonder 'n pouse van minstens een uur waartydens geen werk verrig mag word nie, en hierdie pouse word nie as deel van die gewone werkure of oortyd geag nie; met dien verstande dat—

- (a) indien hierdie pouse langer as 'n uur duur, die tydperk wat 1½ uur te bowe gaan, as gewone ure gewerk of as oortyd geag word, na gelang van die geval;
- (b) werktidperke wat deur tussenpose van minder as een uur onderbreek word, as aaneenlopend geag word.

(3) **Ruspouses.**—'n Werkgewer moet aan elke werknemer, uitgesonderd 'n werknemer wat goedere aflewer, 'n ruspouse van minstens 10 minute in die middel van elke oggend- en elke agtermiddagwerktydperk of so na daaraan as wat prakties moontlik is, toestaan, en so 'n tussenpose word as deel van die gewone werkure gereken. Gedurende sulke ruspouses moet die werkgewer tee of koffie gratis aan elkeen van sy werknemers verskaf.

(4) **Werkure moet aaneenlopend wees.**—Behoudens die bepalings van subklousule (2), moet alle werkure in 'n dag aaneenlopend wees.

(5) **Kennisgewing van gewone werkure.**—Die werkgewer moet op 'n opvallende plek in sy inrigting waar sy werknemers dit maklik kan sien en lees, 'n kennisgewing aanbring wat die volgende besonderhede bevat:—

- (a) Die getal gewone werkure per week wat die werknemers in sy inrigting moet werk;
- (b) die dae van die week waarop sulke gewone ure gewerk moet word; en
- (c) die begin- en ophoutye vir die oggend- en middagwerktydperke t.o.v. elke sodanige werksdag.

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

(1) Geen werkgewer mag aan sy werknemers (uitgesonderd vakleerlinge) wat op enige van die klasse werk wat in die loonskiedules hierin gespesifiseer word, werksaam is, lone en/of verdienste betaal wat laer is as die lone wat teenoor dié klas werk aangedui word nie, en geen werknemer mag lone aanvaar wat laer is as die wat teenoor dié klas werk aangedui word nie.

A. WERK VAN 'N VAKMAN.

(a) **Gebied „A“.**—Geen werkgewer mag 'n ander persoon as 'n vakman of 'n vakleerling op die werk van 'n vakman employeer nie; met dien verstande dat 'n vakman wat in enige ander metaalambag opgelei is en wat normaalweg nie minder nie as twaalf maande in sy ambag teen minstens die loon van 'n vakman in die Juweel- en Edelmetaalnywerheid geëmployeer was, die werk van vakman mag verrig.

Ondanks andersluidende bepalings laat die bepalings hiervan toe dat 'n werkgewer of 'n direkteur van 'n maatskappy of die naaste familieledede van die werkgewer of direkteur die werk van 'n vakman mag verrig; vir die doeleindes van hierdie klousule sluit „naaste familieledede“ in die ouers of kinders van die werkgewer of enige eggenoot/note van enige kind, en in die maatskappy die direkteure of enige ouer of kind of eggenoot/note van enige kind van 'n direkteur.

(b) **Gebied „B“.**—Geen werkgewer mag 'n ander persoon as 'n vakman of 'n vakleerling, sonder die vroeëre toestemming van die Nywerheidsraad op die werk van 'n vakman employeer nie.

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

GROUP I.—MOUNTING AND/OR PRECIOUS METAL WORKING.

Area "A". Per Week. R
Area "B". Per Week. -R

Classes of Work.

- (i) Alloying precious metals;
- (ii) assembling by hand with or without the use of hand tools;
- (iii) bending, plying and/or manipulating metal to shape by hand or without the use of hand tools;
- (iv) Pouring, or pouring and casting, molten precious metal either by hand, with or without the use of hand tools, or by operating any machine;
- (v) making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals;
- (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 fret saw;
- (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);
- (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"—
 - (i) the making of moulds for wax patterns;
 - (ii) operating a centrifugal casting machine by either electric and/or gas procedure;
 - (iii) sawing off castings from cores, trees or sprues;
 - (iv) filing, and/or smoothing, and/or cleaning up of castings, cut snipped, and/or sawn off cores, trees, or sprues—

First year of operation of Agreement	31.80	25.80
Second year of operation of Agreement	31.80	26.80
Thereafter	31.80	27.80

(NOTE.—The term "Precious Metals" is defined in section 3.)

GROUP II.—SETTING ORNAMENTAL STONES.

- (i) Setting ornamental stones by hand, including the use of hand tools;
- (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 section 3.)

GROUP III.—ENGRAVING.

- (i) Engraving by hand, including the use of any hand tool;
- (ii) engraving by operating any machine.

(NOTE.—The term "Engraving" is defined in section 3.)

GROUP IV.—ENGINE TURNING.

GROUP V.—DIE ENGRAVING AND/OR DIE SINKING.

Engraving and/or sinking dies used or intended for use in any of the activities referred to under "Group I" and "Group II", above.

GROUP VI.—ENAMELLING.

Hand-painted enamelling.

(NOTE.—The term "Enamelling" is defined in section 3.)

First year of operation of Agreement	31.80	25.80
Second year of operation of Agreement	31.80	26.80
Thereafter	31.80	27.80

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

GROEP I.—MONTEER- EN/OF EDELMETAALWERK.

Klasse werk.

Gebied "A". Per week. R
Gebied "B". Per week. R

- (i) Legeer van edelmetale;
- (ii) inmeekaarsit met die hand met of sonder die gebruik van handgereedskap;
- (iii) buig, vou en/of bewerking van metaal na vorm met die hand met of sonder die gebruik van handgereedskap;
- (iv) uitgooi of uitgooi en giet van gesmelte edelmetale met die hand met of sonder die gebruik van handgereedskap of deur 'n masjien te bedien;
- (v) maak en/of voorbereiding van vorms vir gebruik by die giet van edelmetale, maar uitgesonderd die voorbereiding van vorms vir gebruik by die giet van gewone gietblokke van edelmetale;
- (vi) sny van metaal wat hoort by die werk wat deur die besondere vakman gedoen word;
- (vii) boor deur middel van handgereedskap (met inbegrip van slaphore) of deur middel van elektriese handbore;
- (viii) vyl van metaal met 'n handvyl;
- (ix) uitklop van metaal met 'n handhamer of ander handgereedskap;
- (x) draaibankwerk;
- (xi) bereiding van metaal vir trekpype of charnier (maar uitgesonderd die trek daarvan deur trekplate);
- (xii) deurslaan met 'n handpons of met ander handgereedskap of instrument;
- (xiii) herstel en/of wysiging van 'n vervaardigde artikel of deel van so 'n artikel;
- (xiv) saag van metaal met 'n figuursag;
- (xv) soldeer van metaal met die hand met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp (of so 'n blaaspyp met die mond of met saamgeperste lug bedien word, of nie);
- (xvi) soldeer van 'n metaal deur 'n masjienproses en/of die bediening van 'n soldeermasjien en/of die bediening van 'n soldeeroond;
- (xvii) spinwerk;
- (xviii) werksaamhede in of in verband met die volgende bepaalde „waskernprosesse”—
 - (i) maak van vorms vir wasmodelle;
 - (ii) bediening van 'n gietseentrifuge met elektrisiteit en/of gas;
 - (iii) afsaag van gietstukke van kerns, gietbome en gietkanale;
 - (iv) vyl en/of afglad en/of skoonmaak van gietstukke wat van kerns, gietbome of gietkanale besny, geknip en/of gesaag is—

Eerste jaar van ooreenkoms	31.80	25.80
Tweede jaar van ooreenkoms	31.80	26.80
Daarna	31.80	27.80

(Opmerking.—Die uitdrukking „edelmetale" word in artikel 3 omskryf.)

GROEP II.—DIE SET VAN SIERAADSTONE.

- (i) Set van sieraadstone met die hand, met inbegrip van gebruik van handgereedskap;
- (ii) set van sieraadstone deur middel van handbediende stempels en/of -ponse;
- (iii) kerf en opsny.

(Opmerking.—Die uitdrukking „sieraadstone" word in artikel 3 omskryf.)

GROEP III.—GRAVEERWERK.

- (i) Gravering met die hand, met inbegrip van gebruik van handgereedskap;
- (ii) gravering deur bediening van 'n masjien.

(Opmerking.—Die uitdrukking „graverwerk" word in artikel 3 omskryf.)

GROEP IV.—MASJIEDRAAIWERK.

GROEP V.—GRAVERING EN/OF SNY VAN STEMPELS.

Gravering en/of sny van stempels wat gebruik word of vir gebruik bedoel is in enigeen van die werksaamhede gemeld onder Groep I en Groep II, hierbo.

GROEP VI.—EMALJERING.

Handgeskilderde emaljering.

(Opmerking.—Die uitdrukking „emaljering" word in artikel 3 omskryf.)

Eerste jaar van ooreenkoms	31.80	25.80
Tweede jaar van ooreenkoms	31.80	26.80
Daarna	31.80	27.80

B.—ARTISANS WORK.

Work in 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:—

Classes of Work.	Area "A". Per Week.	Area "B". Per Week.
	R	R
(i) Base metal spinning;		
(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—		
First year of operation of Agreement	31.80	25.80
Second year of operation of Agreement.....	31.80	26.80
Thereafter.....	31.80	27.80

C.—OPERATIVE WORK (GRADE I).

Any one or more of the following operations:—

(i) Working jigs and/or machine, either hand operated or power-driven, except as included within operative work, grade II;		
(ii) bending shanks, bangles, and/or watch-straps by machinery;		
(iii) rough trimming metal after machine processing by hand shears or machine preparatory to finishing off by a journeyman;		
(iv) sawing, except with fret saw;		
(v) drilling, other than by hand or flexible shaft drill;		
(vi) weighing;		
(vii) inserting and glueing or prepared wood linings and/or wood separators into trinket and/or cigarette cases;		
(viii) enamelling, including fixing and firing processes, grinding after firing and refiring—		
During first six months of experience	18.50	18.50
During second six months of experience.....	20.70	20.70
Thereafter.....	22.20	22.20

D.—OPERATIVE WORK [GRADE I (A)].

All operations in connection with the "Lost Wax" process of casting other than those enumerated under clause 6 (1) A, sub-clause (xviii) (journeyman's work) are amalgamated into one category as plaster and lost wax operations and shall be:—

	Area "A". Per Week.	Area "B". Per Week.
	R	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 three months of experience.....	8.75	10.32½
During second three months of experience.....	12.00	13.40
Thereafter.....	14.80	16.20

provided the following ratio is maintained for all operations listed under D-Operative, Grade I (A): Plaster and Lost Wax Operations.

An employer shall employ an employee whose wage shall be not less than fourteen rand eighty cents per week before he may employ an employee whose wage is under fourteen rand eighty cents per week and for each additional employee receiving not less than fourteen rand eighty cents per week, an employer may employ an additional employee receiving less than fourteen rand eighty cents per week.

B.—WERK VAN 'N AMBAGSMAN.

Werk in enigeen of meer van die volgende ambagte wanneer dit verrig word deur 'n persoon in diens van 'n werkgewer in die Juweel- en Edelmetaalnywerheid en wanneer dit onderneem word deur die werkgewer in verband met sy eie werksaamhede daarin:—

Klasse werk.	Gebied "A". Per week.	Gebied "B". Per week.
	R	R
(i) Onedelmetaalspinwerk;		
(ii) sierwerk met onedelmetale;		
(iii) kopersmidwerk;		
(iv) maak van stempels en/of setmate en/of gereedschap en/of mate;		
(v) onderhoud en/of installing van elektriese installasies;		
(vi) monteer- en/of draaiwerk en/of masjienwerk en/of presiesielypwerk wanneer sulke werk met onedelmetale gedoen word;		
(vii) maak en/of herstel van instrumente;		
(viii) instel van masjiengereedschap;		
(ix) timmerwerk—		
Eerste jaar van ooreenkoms.....	31.80	25.80
Tweede jaar van ooreenkoms.....	31.80	26.80
Daarna.....	31.80	27.80

C.—OPERATEURSWERK (GRAAD I).

Enigeen of meer van die volgende werksaamhede:—

(i) Die bediening van setmate en/of masjiene wat of met die hand bedien of met krag aangedryf word, uitgesonderd dié wat by werkmán, graad II, ingesluit is;		
(ii) buig van skagte, armbande en/of horlosiebande deur masjinerie;		
(iii) ruwe afwerking van metaal na masjienbewerking met handsker of masjien voordat dit deur 'n vakman afgewerk word;		
(iv) saag, uitgesonderd met 'n figuursag;		
(v) boor, uitgesonderd met die hand of met slabbore;		
(vi) weeg;		
(vii) insit en lym van bereide houtvoerings en/of houtskotte in juweelkissies en/of sigaretkokers;		
(viii) emaljerie, met inbegrip van vassit- en brandprosesse, die slyp na brand en herbrand—		
Gedurende eerste ses maande onder-vinding.....	18.50	18.50
Gedurende tweede ses maande onder-vinding.....	20.70	20.70
Daarna.....	22.20	22.20

D.—OPERATEURSWERK [GRAAD I (A)].

Alle werksaamhede in verband met die „waskern“-gietsprosesse, uitgesonderd dié wat onder klousule 6 (1) A, subklousule (xviii) (vakman se werk) genoem word, is saamgesmelt in een kategorie as Gips- en Waskernwerksaamhede en is—

	Gebied "A". Per week.	Gebied "B". Per week.
	R	R
(i) Inspuit van gesmelte was in vorms met die hand en/of masjien;		
(ii) afmeet van hoeveelhede en die meng van gips, met inbegrip van die uithaal daarvan met masjiene;		
(iii) uitgooi met die hand en/of masjiene van vloei-gipsmengsels in kanne en/of houers waarin kerns, gietbome en/of gietkanale aangebring en/of geplaas is;		
(iv) maak of bou van wasmodelkerns, gietbome of gietkanale en die in posisie plaas daarvan in kanne en/of houers;		
(v) uitwerp en/of uittig en/of uithaal van wasmodelle uit vorms;		
(vi) afwerk en/of verwydering van „baarde“ en „vinne“ en/of onreëlmatighede in wasmodelle—		
Gedurende eerste drie maande onder-vinding.....	8.75	10.32½
Gedurende tweede drie maande onder-vinding.....	12.00	13.40
Daarna.....	14.80	16.20

met dien verstande dat die volgende verhouding vir alle werksaamhede wat onder D—Werksman, graad I (A): Gips- en Waskernwerksaamhede ingelys is, behou word.

'n Werkgewer moet 'n werknemer in diens hê wie se loon minstens R14.80 per week moet wees voordat hy 'n werknemer wie se loon minder as R14.80 per week is, in diens kan neem; en vir elke bykomende werknemer wat minstens R14.80 per week ontvang, kan 'n werkgewer 'n bykomende werknemer wat minder as R14.80 per week ontvang, in diens neem.

E.—OPERATIVE WORK (GRADE II).

Any one or more of the following operations:—

Classes of Work.	Area "A".	Area "B".
	Per Week. R	Per Week. R
(i) Gilding, polishing, buffing, oxidising and/or sand blasting;		
(ii) emery papering or polishing with rubberised wheel—		
During first six months of experience	6.82½	7.10
During second six months of experience	7.50	7.57½
During third six months of experience	8.27½	7.97½
During fourth six months of experience	9.25	9.25
Thereafter	10.32½	10.32½

F.—OPERATIVE WORK (GRADE III).

Any one or more of the following operations:—

Classes of Work.	Area "A".	Area "B".
	Per Week. R	Per Week. R
(i) Press-cutting, press punching and/or press embossing;		
(ii) cleaning and/or washing jewellery;		
(iii) starting and/or stopping machinery;		
(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	7.07½	7.10
During second six months of experience	7.75	7.57½
During third six months of experience	8.52½	7.97½
During fourth six months of experience	9.50	9.25
Thereafter	9.50	10.32½

G.—LABOURER'S WORK.

Any one or more of the following operations:—

Classes of Work.	Area "A".	Area "B".
	Per Week. R	Per Week. R
(i) Making tea and/or preparing other beverages;		
(ii) cleaning and/or washing premises, utensils, containers, plant, machinery, and/or tools;		
(iii) oiling and/or greasing plant and machinery;		
(iv) carrying, moving, wrapping, packing and/or stacking goods;		
(v) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags;		
(vi) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle or hand-propelled vehicle;		
(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—		
During first six months of experience	7.07½	7.10
During second six months of experience	7.57½	7.57½
Thereafter	7.57½	7.97½

E.—OPERATEURSWERK (GRAAD II).

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.	Minimum weekloon. Gebied "A".	Gebied "B".
	R	R
(i) Vergulding, polering, fynpolering, oksidering en/of sandbestraling;		
(ii) skuur met armarijapapier of met 'n rubberwiel poleer—		
Gedurende eerste ses maande onder-vinding	6.82½	7.10
Gedurende tweede ses maande onder-vinding	7.50	7.57½
Gedurende derde ses maande onder-vinding	8.27½	7.97½
Gedurende vierde ses maande onder-vinding	9.25	9.25
Daarna	10.32½	10.32½

F.—OPERATEURSWERK (GRAAD II).

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.	Minimum weekloon. Gebied "A".	Gebied "B".
	R	R
(i) perssnywerk, persponswerk en/of persbøsseleerwerk;		
(ii) skoonmaak en/of was van juwele;		
(iii) aansit en/of stopsit van masjiene;		
(iv) uitgloeing, trek van soliede draad en/of trekpype of „charnier” (teenoor die bereiding van metaal vir trekpype of „charnier”, wat binne die bestek van 'n vakman se werk is);		
(v) voer van roller en/of die gebruik van mate;		
(vi) sny van onedelmetale en alle edelmetaalafval slegs om gesmelt te word;		
(vii) vassit en/of vul van artikels in sement, was, skellak, en/of ander sementeerstof vir graveerwerk, set of masjiendraaiwerk;		
(viii) instempeling van gehalte-, identifikasie-, registrasie-, naam-, patent-, datum- en/of karaatmerke;		
(ix) vergruis en maal van enemmel in fyn poeier en die was van gepoeierde enemmel vir graad I-werksaamhede—		
Gedurende eerste ses maande onder-vinding	7.07½	7.10
Gedurende tweede ses maande onder-vinding	7.75	7.57½
Gedurende derde ses maande onder-vinding	8.52½	7.97½
Gedurende vierde ses maande onder-vinding	9.50	9.25
Daarna	9.50	10.32½

G.—WERK VAN ARBEIDER.

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.	Gebied "A".	Gebied "B".
	Per week. R	Per week. R
(i) maak van tee en/of die bereiding van ander drankes;		
(ii) skoonmaak en/of was van persele, gerei, houers, installasie, masjinerie en/of gereedskap;		
(iii) olie en/of smeer van installasies en masjinerie;		
(iv) dra, verplaas, indraai, verpak en/of opstapel van goedere;		
(v) oop- en/of toemaak van deure, vensters, kaste, pakkies, bale en sakke;		
(vi) aflewering en/of haal van briewe en/of goedere en/of die doen van boodskappe te voet, met 'n fiets, 'n driewieler of 'n voertuig wat met die hand aangedryf word;		
(vii) draai van 'n handroller, swaai van 'n handpers, bediening van die slinger van 'n handbediende-masjien en/of bediening van 'n blaser of blaasbalke;		
(viii) was en/of stryk van oorpakke en/of ander beskermende klere—		
Gedurende eerste ses maande onder-vinding	7.07½	7.10
Gedurende tweede ses maande onder-vinding	7.57½	7.57½
Daarna	7.57½	7.97½

H.—WATCHMAN'S WORK.

	Area "A" Per Week. R	Area "B" Per Week. R
Guarding or watching premises and/or goods by day or by night—		
During first six months of experience.....	7.82½	7.82½
Thereafter.....	8.35	8.35

(C) LEARNERS.

No learner may be employed without the prior permission of the Council

1. *Precious Metal Working and Mounting (including Diamond Mounting).*

	Area "B" Per Week. R
During first six months of experience.....	6.50
During second six months of experience.....	8.50
During third six months of experience.....	10.50
During fourth six months of experience.....	12.50
During fifth six months of experience.....	14.50
During sixth six months of experience.....	16.50
During seventh six months of experience.....	18.50
During eighth six months of experience.....	20.50
During ninth six months of experience.....	22.50
During tenth six months of experience.....	24.50
Thereafter the wages prescribed in Clause 6 (1) (A) (Group I).	

2. *Mounting and Precious Metal Working.*

During first six months of experience.....	6.50
During second six months of experience.....	8.50
During third six months of experience.....	10.50
During fourth six months of experience.....	12.50
During fifth six months of experience.....	14.50
During sixth six months of experience.....	16.50
Thereafter the wages prescribed in Clause 6 (1) (A) (Group I).	

3. *Setting Ornamental Stones—Diamond and Jewel Setting.*

During first six months of experience.....	6.50
During second six months of experience.....	8.50
During third six months of experience.....	10.50
During fourth six months of experience.....	12.50
During fifth six months of experience.....	14.50
During sixth six months of experience.....	16.50
During seventh six months of experience.....	18.50
During eighth six months of experience.....	20.50
Thereafter the wages prescribed in Clause 6 (1) (A) (Group II).	

4. *Engraving.*

During first six months of experience.....	6.50
During second six months of experience.....	8.50
During third six months of experience.....	10.50
During fourth six months of experience.....	12.50
During fifth six months of experience.....	14.50
During sixth six months of experience.....	16.50
During seventh six months of experience.....	18.50
During eighth six months of experience.....	20.50
Thereafter the wages prescribed in Clause 6 (1) (A) (Group III).	

(2) *Apprentice Prior to Registration of Contract of Apprenticeship.*—Employment of minors on journeyman's work prior to registration of contract of Apprenticeship shall be subject to the provisions of the Apprenticeship Act, 1944.

(3) (i) Whenever an employee is employed within any one week on operations which fall within more than one classification of work and for which different rates of pay are prescribed in sub-clause (1), he shall be remunerated as if he had been employed for the whole of that week on the highest paid operation or operations.

(ii) Subject to the provisions of section eighty-three of the Act and notwithstanding anything to the contrary contained in this Agreement no provision which prohibits the engagement or employment of an employee on any class of work or under any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

7. *COST OF LIVING ALLOWANCE.*

As from the date on which this Agreement comes into operation, the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended, from time to time, shall become an integral part of the total wage payable to an employee in the industry, subject to the following conditions, viz:—

That the cost of living allowance thus consolidated with the prescribed wage shall continue to count as cost of living allowance for the purpose of—

(i) War Measure No. 43 of 1942, as amended from time to time; and

H.—WAG.

	Area "A" Per Week R	Area "B" Per Week R
Die bewaking van of waghou oor persele en/of goedere bedags of snags—		
Gedurende eerste ses maande ondervinding	7.82½	7.82½
Daarna.....	8.35	8.35

(C) LEERLINGE.

Geen leerling mag sonder die voorafgaande toestemming van die Raad geëmplojeer word nie.

1. *Bewerking van edelmetale en montering (met inbegrip van die set van diamante).*

	Gebied "B" Per week. R
Gedurende eerste ses maande ondervinding.....	6.50
Gedurende tweede ses maande ondervinding.....	8.50
Gedurende derde ses maande ondervinding.....	10.50
Gedurende vierde ses maande ondervinding.....	12.50
Gedurende vyfde ses maande ondervinding.....	14.50
Gedurende sesde ses maande ondervinding.....	16.50
Gedurende sewende ses maande ondervinding.....	18.50
Gedurende agste ses maande ondervinding.....	20.50
Gedurende negende ses maande ondervinding.....	22.50
Gedurende tiende ses maande ondervinding.....	24.50
Daarna die lone in Klousule 6 (1) (A) (Groep I) voorgeskryf.	

2. *Montering en bewerking van edelmetale.*

Gedurende eerste ses maande ondervinding.....	6.50
Gedurende tweede ses maande ondervinding.....	8.50
Gedurende derde ses maande ondervinding.....	10.50
Gedurende vierde ses maande ondervinding.....	12.50
Gedurende vyfde ses maande ondervinding.....	14.50
Gedurende sesde ses maande ondervinding.....	16.50
Daarna die lone in Klousule 6 (1) (A) (Groep I) voorgeskryf.	

3. *Set van Ornamentele Stene—Set van diamante en juwele.*

Gedurende eerste ses maande ondervinding.....	6.50
Gedurende tweede ses maande ondervinding.....	8.50
Gedurende derde ses maande ondervinding.....	10.50
Gedurende vierde ses maande ondervinding.....	12.50
Gedurende vyfde ses maande ondervinding.....	14.50
Gedurende sesde ses maande ondervinding.....	16.50
Gedurende sewende ses maande ondervinding.....	18.50
Gedurende agste ses maande ondervinding.....	20.50
Daarna die lone in Klousule 6 (1) (A) (Groep II) voorgeskryf.	

4. *Graveerwerk.*

Gedurende eerste ses maande ondervinding.....	6.50
Gedurende tweede ses maande ondervinding.....	8.50
Gedurende derde ses maande ondervinding.....	10.50
Gedurende vierde ses maande ondervinding.....	12.50
Gedurende vyfde ses maande ondervinding.....	14.50
Gedurende sesde ses maande ondervinding.....	16.50
Gedurende sewende ses maande ondervinding.....	18.50
Gedurende agste ses maande ondervinding.....	20.50
Daarna die lone in Klousule 6 (1) (A) (Groep III) voorgeskryf.	

(2) *Vakleerling vóór registrasie van leerlingkontrak.*—Die verrigting van die werk van 'n ambagsman deur minderjariges vóór die registrasie van 'n vakleerlingskapkontrak is onderhewig aan die bepalings van die Wet op Vakleerlinge, 1944.

(3) (i) Wanneer 'n werknemer in een week werk verrig wat in meer as een werkindeling val en ten opsigte waarvan daar verskillende skale van betaling in subklousule (1) voorgeskryf word, moet hy besoldig word asof hy die hele week die werksaamheid of werksaamhede verrig het waarvoor die hoogste loon voorgeskryf is.

(ii) Behoudens die bepalings van artikel drie-en-tagtig van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, moet geen bepaling wat die indiensneming of die indienshouding van 'n werknemer in enige klas werk of op enige voorwaardes belet, geag word die werkgewer vry te stel van die betaling van die besoldiging, en die nakoming van die voorwaardes, wat hy sou moes betaal of sou moes nagekom het as sodanige indiensneming of indienshouding nie belet was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of indienshouding nie belet was nie.

7. *LEWENSKOSTETOELAE.*

Vanaf die datum waarop hierdie Ooreenkoms in werking tree vorm die lewenskostoelae wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word, 'n integrerende deel van die totale loon wat aan 'n werknemer in die Nywerheid betaalbaar is, onderhewig daaraan—

dat die lewenskostoelae wat aldus met die voorgeskrewe loon gekonsolideer word, sal bly tel as lewenskostoelae vir die doeleindes van—

(i) Oorlogsmaatreël No. 43 van 1942 of enige wysiging van tyd tot tyd daarvan; en

- (ii) any substituting or amending legislation which either enforces consolidation up to the stated amount or replaces War Measure No. 43 of 1942.

In the event of any increase in the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended from time to time, the wages of the employees shall be increased accordingly.

Should any notice in terms of or any amendment to War Measure No. 43 of 1942 reduce the cost of living allowance payable to a level below that prescribed under Government Notice No. 36, dated 20th February, 1953, the cost of living allowance payable under Government Notice No. 36 shall, nevertheless, continue to be payable for a period of three months after any prescribed reduction may come into force.

8. 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 clause 5, sub-clause (1) to (5), inclusive, and "overtime" shall include any period worked before the usual commencing times or after the usual finishing times of the establishment as set out in the notices affixed or appended in terms of the provisions of paragraph (c) of sub-clause (5) of clause 5.

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

(3) An employer shall not dismiss an employee or prejudice him in his employment by reason of his refusal to work overtime.

(4) Subject to the provisions of clause 11 (2), an employer shall not require or permit an employee to work more than ten hours overtime during any week from Monday to Saturday inclusive.

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

9. PUBLIC HOLIDAYS.

(1) The following public holidays shall be observed in the industry, namely, New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, Ascension Day, Republic Day (31st day of May), Family Day (2nd Monday in July), Settler's Day (first Monday in September), Kruger Day (10th day of October), Day of the Covenant (16th day of December), Christmas Day and Boxing Day.

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

Should Van Riebeeck Day fall on Easter Saturday, the next ensuing working day shall be observed as a holiday and employees 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 rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

10. WORK ON SUNDAYS.

No employer shall require or permit any employee to perform any work on Sundays without having obtained the prior permission of the Council.

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

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

11. SPECIAL PROVISIONS AS TO FEMALE EMPLOYEES.

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

- between six o'clock p.m. and six o'clock a.m.; or
- 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) above unless such work is necessitated by an emergency.

- (ii) enige vervangende of wysigende wetgewing wat of konsolidasie tot die gemelde bedrag verpligtend maak of Oorlogsmaatreël No. 42 van 1942, vervang.

Indien die lewenskostetoelae wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewys g. voorgeskryf is, verhoog word, moet die lone van die werknemers dienoreenkomstig vermeerder word.

Indien enige kennisgewing kragtens Oorlogsmaatreël No. 43 van 1942 of enige wysig ng daarvan, die betaalbare lewenskostetoelae tot 'n kerf verminder wat laer is as dié wat by Goewermenskennisgewing No. 36 van 20 Februarie, 1953 voorgeskryf is, moet die betaalbare lewenskostetoelae kragtens Goewermenskennisgewing No. 36 nietemin steeds vir 'n tydperk van drie maande betaalbaar wees voordat enige voorgeskrewe vermindering van krag kan word.

8. OORTYD.

(1) „Oortyd” beteken daardie gedeelte van 'n tydperk waarin 'n werknemer vir sy werkgever gedurende enige week of op enige dag, na gelang van die geval, werk verrig wat meer is as die ure wat as die gewone maksimum, ooreenkomstig subklousule (1) tot en met (5) van klousule 5, voorgeskryf word en „oortyd” sluit enige tydperk in waarin daar gewerk is voor die gewone begin- of na die gewone ophoutye van die bedryfsinrigting soos uiteengesit in die kennisgewings wat oëgeplak is ooreenkomstig die bepalings van paragraaf (c) van subklousule (5) van klousule 5.

(2) 'n Werkgever kan nie van sy werknemer vereis om oortyd te werk sonder so 'n werknemer se toestemming nie.

(3) 'n Werkgever kan nie 'n werknemer ontslaan of hom benadeel in sy diens omdat hy weier om oortyd te werk nie.

(4) Behoudens die bepalings van klousule 11 (2), kan 'n werkgever nie van 'n werknemer vereis of hom toelaat om langer as tien uur oortyd in 'n week vanaf Maandag tot en met Saterdag te werk nie.

(5) 'n Werkgever moet aan 'n werknemer minstens 1½ maal die gewone skaal van besoldiging betaal, ten opsigte van alle oortyd wat so 'n werknemer gewerk het.

9. OPENBARE VAKANSIEDAE.

(1) Die volgende openbare vakansiedae moet in die Nywerheid nagekom word, nl. Nuwejaarsdag, Van Riebeeckdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag (31 Mei), Gesinsdag (2de Maandag in Julie), Setlaarsdag (eerste Maandag in September), Krugerdag (10 Oktober), Geloftedag (16 Desember), Kersdag en Tweede Kersdag (26 Desember).

Ten opsigte van elkeen van genoemde vakansiedae is alle werknemers op afwesigheidsverlof geregtig en moet hulle kragtens subklousule (2) besoldig word.

Indien Van Riebeeckdag op Paasmaandag val, moet die daaropvolgende werksdag as 'n vakansiedag beskou en werknemers kragtens subartikël (2) besoldig word.

(2) As 'n werknemer, nie op 'n openbare vakansiedag genoem in subklousule (1), werk nie, moet sy werkgever hom t.o.v. so 'n dag besoldig teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op so 'n dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(3) Wanneer 'n werknemer op enigeen van die openbare vakansiedae genoem in subklousule (1), werk, moet sy werkgever hom, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie gewerk het nie, besoldig teen 'n skaal van minstens sy gewone skaal van besoldiging t.o.v. die totale tydperk wat hy op so 'n dag gewerk het.

10. WERK OP SONDAE.

Geen werkgever kan van 'n werknemer vereis of hom toelaat om enige werk op Sondag te verrig sonder dat hy vooraf die toestemming van die Raad daartoe verkry het nie.

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

- hom teen minstens dubbel sy gewone skaal van besoldiging ten opsigte van die totale tydperk wat op so 'n Sondag gewerk is, besoldig; met dien verstande dat hy minder dan dubbel die besoldiging betaalbaar ten opsigte van die tydperk gewoonweg deur hom op 'n weeksdag gewerk, betaal moet word nie; of
- hom besoldig teen 'n skaal van minstens 1½ maal sy gewone skaal van besoldiging t.o.v. die totale tydperk wat hy op so 'n Sondag werk en hom binne sewe dae na so 'n Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldig teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op so 'n vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

11. SPESIALE BEPALINGS T.O.V. VROULIKE WERKNEMERS.

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

- tussen 6-uur nm. en 6-uur vm.; of
- op meer as 5 dae in een week na 1-uur nm. te werk nie; met dien verstande dat geen vrystelling van die bepalings van paragrafe (a) en (b) hierbo toegestaan mag word nie, tensy sulke werk noodsaaklik is weens 'n noodgeval.

(2) No employer shall require or permit an employee who is a female 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.

12. SPECIAL PROVISIONS AS TO WATCHMEN.

(1) The provisions of clauses 5, 8, 9 and 10 shall not apply to watchmen.

(2) An employer shall not require or permit a watchman to work or to be on duty for a longer period than 12 consecutive hours without an interval of twelve hours during which the employer shall not require or permit him to work or to be on duty.

(3) Every employer shall provide every watchman with—

- (a) a suitable stick or knobkerries for the protection of such employee;
- (b) a police whistle;
- (c) suitable provision for the warmth of such employee.

13. SHORT TIME.

(1) *Definition of "Short time".*—The term "short time" used in this clause and in paragraph (e) 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 in 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 to his employees notice, in writing, 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 to 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) *Short Time Hours.*—When an employee is required to work short time on any day or days he shall be employed on any such day or days from the usual commencing time in the morning until the usual finishing time of the morning work period or be paid in lieu of the time not worked during the morning work period in addition to the payment he is entitled to receive for the time worked; provided that an employee may be informed before the usual finishing time of the morning work period to report for work in the afternoon, in which case he shall be employed for not less than two consecutive hours from the usual commencing time of the afternoon work period or be paid for the portion of two hours not worked in addition to the payment he is entitled to receive for the hours worked.

(6) *Notice of Short Time.*—Employees shall be given at least twenty-four hours notice of short time, i.e. they shall be notified not later than at the commencement of the usual working hours on the day preceding the day on which short time is to be worked; provided that if an employee arrives late at work on such preceding day he shall be notified of short time when he reports for work.

(7) 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.

(8) 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.

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

(10) This clause shall not apply to apprentices except as the working of short time by apprentices may be sanctioned by the Apprenticeship Act, 1944.

(2) Geen werkgewer kan van 'n vroulike werknemer vereis of haar toelaat om soos volg oortyd te werk nie—

- (a) langer as twee uur op een dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae in een jaar;
- (d) na voltooiing van haar gewone werkure, langer as een uur op 'n dag, tensy hy—
 - (i) so 'n werknemer voor middag in kennis gestel het; of
 - (ii) so 'n werknemer voorsien het van 'n behoorlike maaltyd voordat sy begin om oortyd te werk; of
 - (iii) so 'n werknemer sodanige toelae as wat by die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of by regulasies wat daarkragens uitgevaardig is, voorgeskryf word, betyds betaal het om die werknemer in staat te stel om 'n maaltyd te kan nuttig voordat die oortyd moet begin.

12. SPESIALE BEPALINGS T.O.V. WAGTE.

(1) Die bepalings van klousules 5, 8, 9 en 10 is nie op wagte van toepassing nie.

(2) 'n Werkgewer kan nie van 'n wag vereis of hom toelaat om langer as 12 agtereenvolgende ure te werk of op diens te wees sonder 'n tussenpose van 12 uur waartydens 'n werkgewer nie van hom kan vereis of hom toelaat om te werk of op diens te wees nie.

(3) Elke werkgewer moet elke wag voorsien van—

- (a) 'n geskikte stok of knopkierie vir die beskerming van so 'n werknemer;
- (b) 'n polisiefluitjie;
- (c) geskikte voorsiening om so 'n werknemer warm te hou.

13. KORTTYD.

(1) *Omskrywing van „korttyd“.*—Die uitdrukking „korttyd“ wat in hierdie artikel en in paragraaf (e) van subklousule (7) van klousule 15 gebruseg word, beteken die gewone ure wat 'n werknemer in 'n bedryfsinrigting werk wanneer sy normale getal gewone werkure in dié bedryfsinrigting tot minder as sodanige normale getal verminder is.

(2) Wanneer 'n werkgewer as gevolg van bedryfslapte of 'n tekort aan grondstowwe nie in staat is om sy werknemers vir die getal gewone werkure wat daar gewoonlik in sy bedryfsinrigting gewerk word, werk te gee nie, kan die werkgewer, behoudens die bepalings van hierdie klousule, sy werknemers gedurende die tydperk van so 'n slapte in die handel of solank as daar 'n tekort aan grondstowwe is, op korttyd plaas, maar nie langer as so 'n tydperk nie.

(3) 'n Werkgewer moet sy werknemers skriftelik in kennis stel van sy voorneme om hulle om die redes in subklousule (2) aangetoon op korttyd te plaas.

(4) Die werkgewer moet sodanige kennis gee deur 'n kennisgewing te dien effekte op 'n opvallende plek in sy bedryfsinrigting aan te bring waar sy werknemers dit maklik kan sien en lees, of deur 'n afskrif daarvan aan elke werknemer te oorhandig.

(5) *Korttydure.*—Wanneer daar van 'n werknemer vereis word om korttyd op enige dag of dae te werk, moet hy op enige sodanige dag of dae vanaf die gewone aanvangstyd in die oggend tot die gewone sluitingstyd van die oggendwerktydperk in diens wees of moet hy, in plaas van die tyd wat hy nie gedurende die oggendwerktydperk gewerk het nie, betaal word benewens die betaling waarop hy geregtig is vir die tyd gewerk; met dien verstande dat daar aan 'n werknemer voor die gewone sluitingstyd van die oggendwerktydperk kennis gegee kan word om hom in die middag vir diens aan te meld, en in so 'n geval moet hy vir minstens twee agtereenvolgende ure vanaf die gewone aanvangstyd van die namiddagwerktydperk in diens wees of anders vir die gedeelte van twee uur waarin hy nie gewerk het nie, betaal word, benewens die betaling waarop hy geregtig is vir die ure wat hy gewerk het.

(6) *Kennis van korttyd.*—Werknemers moet minstens 24 uur kennis van korttyd ontvang, d.w.s. hulle moet voor of by die aanvang van die gewone werkure op die dag wat die dag voorafgaan waarop korttyd gewerk moet word, daarvan in kennis gestel word; met dien verstande dat, indien 'n werknemer laat kom vir werk op sodanige voorafgaande dag, hy van korttyd in kennis gestel moet word wanneer hy hom vir diens kom aanmeld.

(7) Wanneer 'n werkgewer as gevolg van 'n algemene onklaar-raking van installasies en masjinerie weens 'n ongeval of ander onvoorsiene omstandighede, nie in staat is om sy werknemers vir die getal gewone ure wat daar in sy bedryfsinrigting gewerk word, werk te gee nie, kan die werkgewer op die dag na so 'n onklaar-raking van die installasies en masjinerie, sy werknemers op korttyd plaas, totdat genoemde installasies en masjinerie weer in 'n werkende toestand is.

(8) Wanneer korttyd in 'n bedryfsinrigting gewerk is, kan die werkgewer t.o.v. 'n betaaltidperk 'n bedrag van die gewone besoldiging van die werknemer aftrek wat gelykstaan aan die besoldiging wat aan so 'n werknemer betaalbaar is t.o.v. die getal ure waarmee sy normale getal gewone werkure gedurende so 'n betaaltidperk verminder is.

(9) As korttyd in 'n bedryfsinrigting ingestel is, moet die werkgewer die werk eweredig onder die werknemers in elke indeling verdeel.

(10) Hierdie klousule is nie van toepassing op vakleerlinge nie, uitgesonderd waar die Wet op Vakleerlinge, 1944, die werk van korttyd deur vakleerlinge magtig.

(11) An employer shall not introduce short time in respect of any classification of his employees on a Saturday unless short time was introduced in respect of such classification of employees for the whole of the Friday immediately preceding such Saturday.

14A. ANNUAL HOLIDAY LEAVE.

(i) There shall be a fixed annual holiday 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").

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

(iii) Neither employers nor employees shall perform any work in the industry during the said leave period; and an employer shall not require or permit any employee to perform any work in the industry during the said period.

(iv) Every employer shall grant to each and every one of his employees 3 days leave to be added as an additional period of leave of absence to the said leave period, with the proviso that by mutual agreement between the employer and employee, an employee may work on any one or all the said three days, in which event the employer shall pay the employee remuneration at not less than his ordinary rate of remuneration in respect of the total period worked on such days.

14B. LEAVE PAY DUE.

(i) Subject to sub-clause (ii) each employee shall be entitled to the amount payable in terms of sub-clause (2) of clause 9 for public holidays falling within the said period plus an amount equal to three weeks wages which he would have earned if he had worked his ordinary hours of work.

(ii) If an employee has not completed one year's service with the same employer as from 25th day of December of the year prior to the commencement of the said leave period, he shall be entitled to one-quarter of a week's wages 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 one-fifth of a week's wages calculated on the basis of the wage payable to him immediately prior to the commencement of the said period in respect of each of the public holidays mentioned in sub-clause (1) of clause 9 falling within the said period, but this provision shall not apply to apprentices.

(iii) If the services of an employee are terminated before the commencement of the said leave period, he shall be entitled to one-quarter of a week's wages calculated on the basis of the wage payable to him immediately prior to such termination, in respect of each month of service with the same employer (plus a pro rata amount in respect of any additional portion of a month of service), as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later.

(iv) If an employee has not completed one month's service with the same employer he shall be entitled to 3/52 of a week's wages calculated on the basis of the wage payable to him immediately prior to such termination in respect of each week of service with the same employer (plus a pro rata amount in respect of any additional portion of a week's service).

(v) For the purpose of the provisions of this clause the period/s of "service" as referred to shall not include absence from work of an employee due to malingering; provided that in calculating any total period of absence no period of absence of less than one full day shall be included.

(vi) An employer who proposes in terms of sub-clause (v) to make any deduction from the leave pay normally due to an employee shall forward to the Industrial Council a statement showing the particulars of absence and stating to the best of his knowledge the reasons for such absence. No deduction may be made unless and until the Industrial Council has approved of the proposed deduction.

(vii) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of clause 14A (i);
- (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 the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund Agreement published from time to time,

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

14C. PAYMENT OF ANNUAL LEAVE PAY.

(i) For the purposes of clause 14B every employer shall pay to the Industrial Council an amount equal to 40 per cent of the gross full weekly wages payable to all persons in his employ as at the last pay-day in each month for the nine months of January to September. Such amounts shall be remitted not later than the 10th of each following month together with a duly completed form as prescribed in Annexure "G".

(11) 'n Werkgewer mag nie op 'n Saterdag korttyd instel ten opsigte van enige indeling van sy werknemers nie, tensy korttyd ingestel was ten opsigte van sodanige indeling van werknemers vir die hele Vrydag wat sodanige Saterdag onmiddellik voorafgegaan het.

14A. JAARLIKSE VAKANSIEVERLOF.

(i) Daar moet 'n jaarlikse vakansieverloftydperk in die Nywerheid, wat elke jaar op 25 Desember moet begin en op 14 Januarie van die daaropvolgende jaar moet verstryk vasgestel word; albei genoemde dae is hierby ingesluit (hieronder genoem „genoemde verloftydperk" of „genoemde tydperk").

(ii) Elke werkgewer moet aan elkeen van sy werknemers verlof toestaan om van hul werk afwesig te wees gedurende genoemde verloftydperk.

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

(iv) Elke werkgewer moet aan elkeen van sy werknemers 3 bykomende dae verlof toestaan wat as 'n verdere verloftydperk by gemelde verloftydperk gevoeg moet word, met dien verstande dat 'n werknemer onderling met 'n werkgewer kan ooreenkom om op enige een of al drie sodanige dae te werk en in sodanige geval moet die werkgewer die werknemer teen 'n skaal van minstens sy gewone skaal van besoldiging ten opsigte van die totale tydperk wat hy op so 'n dag gewerk het, betaal.

14B. VERLOFBETALING VERSKULDIG.

(i) Elke werknemer is behoudens subklousule (ii) geregtig op die bedrag wat kragtens subklousule (2) van klousule 9 betaalbaar is vir openbare vakansiedae wat binne genoemde tydperk val, plus 'n bedrag gelyk aan die loon wat hy in drie weke sou verdien het indien hy sy gewone werke gewerk het.

(ii) As 'n werknemer nog nie een jaar diens by dieselfde werkgewer met ingang 25 Desember van die jaar voor die begin van genoemde verloftydperk voltooi het nie, moet sy werkgewer aan hom een kwart van die week se loon betaal wat bereken word op die grondslag van die loon wat aan hom betaalbaar is onmiddellik voor die begin van dié tydperk, t.o.v. elke maand diens by dieselfde werkgewer (plus 'n pro rata bedrag t.o.v. 'n bykomende gedeelte van 'n maand diens) plus een-vyfde van 'n week se loon wat bereken word op die grondslag van die loon wat aan hom betaalbaar is onmiddellik voor die begin van dié tydperk, t.o.v. elkeen van die openbare vakansiedae genoem in subklousule (1) van klousule 9, wat binne dié tydperk val, maar hierdie bepaling is nie op vakleerlinge van toepassing nie.

(iii) As 'n werknemer se dienste voor die begin van dié verloftydperk beëindig word, is hy geregtig op een kwart van 'n week se loon, wat bereken word op die grondslag van die loon wat aan hom betaalbaar is onmiddellik voor so 'n beëindiging, t.o.v. elke maand diens by dieselfde werkgewer (plus 'n pro rata bedrag t.o.v. 'n bykomende gedeelte van 'n maand diens), met ingang 25 Desember of vanaf die datum van sy indienstreding by dieselfde werkgewer, naamlik die jongste datum.

(iv) As 'n werknemer nog nie een maand diens by dieselfde werkgewer voltooi het nie, is hy geregtig op 3/52 van 'n week se loon wat bereken word op die grondslag van die loon wat aan hom betaalbaar is onmiddellik voor so 'n beëindiging, t.o.v. elke week diens by dieselfde werkgewer (plus 'n pro rata bedrag t.o.v. 'n bykomende gedeelte van 'n week diens).

(v) Vir die toepassing van die bepaling van hierdie klousule sluit die tydperk/e „diens", soos vermeld, nie 'n werknemer se afwesigheid van werk weens voorwending van siekte in nie; met dien verstande dat geen tydperk van afwesigheid van minder as een volle dag by die berekening van 'n totale tydperk van afwesigheid ingesluit moet word nie.

(vi) 'n Werkgewer wat voornemens is om ooreenkomstig subklousule (v) 'n aftrekking te doen van die verlofbetaling wat normaalweg aan 'n werknemer verskuldig is, moet aan die Nywerheidsraad 'n bylae stuur waarin die besonderhede van die verlof vermeld is en waarin hy, na die beste van sy vermoë, die redes vir sodanige afwesigheid aantoon. Geen aftrekking mag gedoen word nie, tensy en voordat die Nywerheidsraad die voorgestelde aftrekking goedgekeur het.

(vii) Vir die toepassing van hierdie klousule word die uitdrukking „diens" geag enige tydperk of tydperke te omvat waartydens 'n werknemer—

- (a) afwesig is met verlof ingevolge subklousule 14A (i);
- (b) verplig is om militêre opleiding te ondergaan;
- (c) van sy werk afwesig is op las of versoek van sy werkgewer;
- (d) afwesig is met siekteverlof kragtens die Siektebystandfonds-ooreenkoms van die Transvaalse Juweliers en Goudsmede, soos van tyd tot tyd gepubliseer,

en wat altesaam hoogstens dertien weke in 'n jaar beloop ten opsigte van items (a), (c) en (d) plus enige tydperke van militêre opleiding in dié jaar ondergaan.

14C. BETALING VAN JAARLIKSE VERLOFBETALING.

(i) Vir die toepassing van klousule 14B moet elke werkgewer aan die Nywerheidsraad 'n bedrag betaal wat gelyk is aan 40 persent van die bruto loon vir 'n volle week betaalbaar aan alle persone in sy diens op die laaste betaaldag van elke maand vir die nege maande vanaf Januarie tot September. Hierdie bedrae moet voor of op die 10de dag van elke daaropvolgende maand, tesame met 'n behoorlik ingevulde vorm soos in Aanhangsel G voorgeskryf, aangestuur word.

(ii) For the purpose of sub-clause (i) the Industrial Council shall maintain a trust account, and shall receive into the said trust account all moneys so paid and issue a receipt for each such payment, showing the name of the employer making such payment.

(iii) The cost of administering the trust account referred to in sub-clause (ii) shall be borne by the Industrial Council which may, at its discretion, invest any of the funds on hand with an approved bank and/or building society and any interest accruing from such investment shall be retained by the Industrial Council towards the costs of administration of the aforesaid trust account.

(iv) During the week immediately preceding the 25th December the Industrial Council shall pay to each of the employees entitled thereto the amount of leave pay due to him; provided that the Council may at any earlier time pay to any employee the whole or any part of the moneys received in trust for him as aforesaid since the preceding annual holiday leave period, in circumstances recognised by the Council as sufficient to warrant such earlier payment.

Provided further that the Industrial Council may during the week immediately preceding the 25th December, if it deems it expedient, or, for any other good and sufficient reason, pay to the employers the total amount of all moneys received in trust from them as aforesaid less the amounts payable by them in terms of sub-clause (iii) of clause 14B since the annual holiday leave period, provided that the Council may at any earlier time pay to the employer the whole or any part of the moneys received in trust from him as aforesaid since the preceding annual holiday leave period in circumstances recognised by the Council as sufficient to warrant such earlier payment.

(v) In the event of the Industrial Council paying an employer in terms of sub-clause (iv) the moneys received from him as referred to in this clause then the said employer shall pay to each of his employees immediately prior to the commencement of the said leave period the amount due and payable in terms of clause 14B.

(vi) If the amount paid into the trust account, in respect of an employee is less than the amount he is entitled to in terms of clause 14B, his employer shall forthwith upon notification by the Council pay into the trust account an amount equal to the difference between the amount received into the trust account in respect of such an employee and the amount he is entitled to in terms of clause 14B; provided that if no payments have been made to the Council in respect of an employee the employer shall forthwith upon notification pay to the Council the full amount of leave pay due to such an employee in terms of clause 14B. Any amount received into the trust account in respect of an employee which exceeds the amount an employee is entitled to in terms of clause 14B shall be refunded by the Council to the employer concerned before the 25th day of December.

(vii) For the purpose of sub-clause (iv) the Industrial Council shall furnish to each employer a statement in the form of Annexure C of this Agreement showing the amount of leave pay payable to each of his employees in terms of sub-clauses (i), (ii) and (iii) of clause 14B.

(viii) Should an employee fail to claim any outstanding leave pay within a period of five years from the date on which the said leave period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

15. PAYMENT OF REMUNERATION.

(1) An employer shall pay to his employees the ordinary remuneration due to them in respect of their pay periods respectively 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 his wage and the other remuneration as the employee may have earned during such paid period in terms of clauses 8, 9 and/or 10, as the case may be.

(3) All 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 a sealed envelope showing on the outside a statement duly completed in the form of Annexure D to this Agreement.

(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 wages.

(ii) Vir die toepassing van subklousule (i) moet die Nywerheidsraad 'n trustrekening hou en alle geld aldus inbetaal in genoemde rekening stort en 'n kwitansie vir elke sodanige betaling uitreik waarin die naam van die werkgewer wat die betaling doen, vermeld word.

(iii) Die koste verbonde aan die administrasie van die trustrekening wat in subklousule (ii) genoem word, moet deur die Nywerheidsraad gedra word wat na goeie dinge enige gedeelte van die fondse voorhande by 'n goedgekeurde bank en/of bougenootskap kan belê, en alle rente wat van sodanige belegging oploop, moet deur die Nywerheidsraad gehou word ter bestryding van die administrasiekoste van voornoemde trustrekening.

(iv) Gedurende die week wat 25 Desember onmiddellik voorafgaan, moet die Nywerheidsraad aan elkeen van die werknemers wat daarop geregtig is die bedrag aan verlofbetaling wat aan hom verskuldig is, betaal; met dien verstande dat die Raad voor die tyd aan enige werknemer die hele of 'n gedeelte van die geld kan betaal wat vir hom in trust ontvang is vanaf die voorafgaande jaarlikse vakansieverloftydperk soos gemeld, in omstandighede wat deur die Raad as voldoende beskou word om sodanige vroeëre betaling te regverdig.

Voorts met dien verstande dat die Nywerheidsraad, as hy dit raadsaam ag, of om enige ander afdoende rede, gedurende die week wat 25 Desember onmiddellik voorafgaan, aan die werkgewers die totale bedrag kan betaal van al die geld wat hulle soos gemeld in die trustrekening gestort het minus die bedrae betaalbaar deur hulle ooreenkomstig subklousule (iii) van klousule 14B vanaf die tydperk van die jaarlikse vakansieverlof, met dien verstande dat die Raad voor die tyd aan die werkgewer die hele of 'n gedeelte van die geld kan betaal wat van hom in trust ontvang is vanaf gemelde voorafgaande jaarlikse vakansieverloftydperk, in omstandighede wat deur die Raad as voldoende beskou word om sodanige vroeëre betaling te regverdig.

(v) Indien die Nywerheidsraad ooreenkomstig subklousule (iv) aan 'n werkgewer die geld betaal wat, soos in hierdie klousule gemeld, van hom ontvang is, moet genoemde werkgewer onmiddellik voor die begin van genoemde verloftydperk aan elkeen van sy werknemers die bedrag betaal wat verskuldig en betaalbaar is ooreenkomstig klousule 14B.

(vi) Indien die bedrag wat in die trustrekening gestort is ten opsigte van 'n werknemer minder is as die bedrag waarop hy ingevolge klousule 14B geregtig is, moet sy werkgewer onmiddellik nadat die Raad hom daarvan in kennis gestel het, 'n bedrag in die trustrekening stort wat gelyk is aan die verskil tussen die bedrag wat in die trustrekening ontvang is ten opsigte van sodanige werknemer en die bedrag waarop hy ingevolge klousule 14B geregtig is; met dien verstande dat indien geen betalings aan die Raad gedoen is ten opsigte van 'n werknemer nie, die werkgewer, onmiddellik nadat hy daarvan kennis gekry het, aan die Raad die volle bedrag aan verlofbetaling wat ingevolge klousule 14B aan sodanige werknemer verskuldig is, betaal. Enige bedrag wat ten opsigte van 'n werknemer in die trustrekening ontvang is en wat die bedrag waarop 'n werknemer ingevolge klousule 14B geregtig is, oorskry, moet deur die Raad voor 25 Desember aan die betrokke werkgewer terugbetaal word.

(vii) Vir die toepassing van subklousule (iv) moet die Nywerheidsraad elke werkgewer van 'n opgawe in die vorm van Aanhangel D van hierdie Ooreenkoms voorsien wat die bedrag aan verlofbetaling betaalbaar aan elkeen van sy werknemers ingevolge subklousule (i), (ii) en (iii) van klousule 14B aangee.

(viii) Indien 'n werknemer nalaat om enige uitstaande verlofgeld binne 'n tydperk van vyf jaar vanaf die datum waarop gemelde verloftydperk 'n aanvang neem, te eis, word dit verbeur en kom dit die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling wat na gemelde tydperk ingedien word, oorweeg en kan volgens eie diskresie, betaling van die eise magtig.

15. BETALING VAN BESOLDIGING.

(1) 'n Werkgewer moet aan sy werknemers die gewone besoldiging, wat aan hulle verskuldig is t.o.v. hul besoldigings tydperke, op onderskeidelik die volgende tye betaal:—

- (a) In die geval van weeklikse werknemers, voor of op die laaste werksdag van die week.
- (b) In die geval van maandelikse werknemers, voor of op die laaste werksdag van die kalendermaand.

(2) Die werkgewer moet terselfdertyd aan elke werknemer sy loon en die ander besoldiging wat die werknemer gedurende die betaaltidperk ingevolge die bepalings van klousules 8, 9 en/of 10, na gelang van die geval, verdien het, betaal.

(3) Alle lone moet in kontant betaal word, met dien verstande dat waar 'n werknemer en sy werkgewer onderling ooreengekom het dat besoldiging per tjek betaal moet word, dit per tjek in plaas van in kontant betaal kan word.

(4) Die werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is gedurende werkure betaal en moet sodanige besoldiging in 'n verseëelde kovert plaas wat op die buitekant daarvan 'n opgawe, wat behoorlik ingevul is, in dié vorm van Aanhangel D van hierdie Ooreenkoms toon.

(5) 'n Werkgewer en sy werknemer kan ooreenkom dat besoldiging op 'n maandelikse grondslag geskied, in welke geval die besoldiging wat aan 'n werknemer betaalbaar is teen 4½ maal die weeklikse loon bereken moet word.

(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 to the Industrial Council in terms of clause 29.
- (b) The employee's contributions to the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund.
- (c) Deductions for a Provident, Pension, Insurance or Savings Fund established in terms of any other Agreement declared binding in terms of section forty-eight of the Act.
- (d) 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.
- (e) When short time has been introduced in the establishment a deduction in terms of sub-clause (8) of clause 13.
- (f) Any amount which the employer by law or order of any competent Court is required or permitted to make.
- (g) An employee's contributions to the funds of the trade union shall be deducted by his employer from his remuneration.
- (h) At the written request of the employee any deduction other than those herein before mentioned, provided that such deduction shall not exceed ten per cent of the total remuneration due to such employee, and, provided further that the employer shall issue a receipt to the employee concerned for any such deduction made. The receipt together with the balance of remuneration due to the said employee shall be enclosed in a sealed envelope as referred to in sub-clause (4) of this clause.

16. PIECE-WORK AND TASK-WORK.

(1) Subject to sub-clause (4) the giving out by employers or the performance by employees of work on a piece-work or task-work basis is prohibited.

(2) Whenever incentive work is performed an employee so employed shall be paid the full amount earned by him under incentive work rates agreed to between the Trade Union and his employer and duly approved by the Industrial Council provided however that no employee shall be paid less than the remuneration and other monetary benefits accruing to employees in terms of clauses 6, 7, 8, 9 and 10 and provided further that the other provisions of this Agreement are adhered to in every respect.

(3) Apprentices shall not be allowed to participate in a scheme such as is referred to in sub-clause (2).

(4) Piece-work may not be given out or performed unless with the consent of the Industrial Council.

17. PROHIBITION AGAINST 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 or permit 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.

(5) An employer shall not solicit or permit any person who is not a principal of a bona fide full-time business in the Industry to perform any work in the Industry on his own account, and an employer shall not give any work to any such person.

(6) An employer shall not require or permit any employee in the Industry other than his own to perform any work in the making and/or repairing of tools, and/or dies used or intended for use in any of the activities referred to in the definition of "Industry".

18. PROHIBITION AGAINST EMPLOYMENT OF PERSONS UNDER SCHOOL-LEAVING AGE.

No employer shall employ in the Industry any person under the school-leaving age as prescribed by law or in any case under the age of 15 years.

19A. EMPLOYMENT OF TRADE UNION LABOUR AND ORGANISATION OF EMPLOYEES.

(1) No member of the employers' organisation shall employ an employee unless such employee is a member of the trade union, and no member of the trade union shall work for an employer who is not a member of the employers' organisation; provided that a member of the employers' organisation may employ any employee who is not eligible for membership of the trade union; and provided further that apart from the rights of an aggrieved person in terms of section fifty-one (10) of the Act, this clause shall not apply where an employer or employee has, in the opinion of the Council, been refused membership of the employers' organisation or trade union without reasonable cause.

(6) 'n Werkgewer mag nie van sy werknemer vereis om van hom of van 'n bedryfsinrigting of persoon wat hy aanwys goedere te koop nie.

(7) *Aftrekkings.*—'n Werkgewer mag nie sy werknemer beboet of aftrekkings van sy besoldiging maak nie, uitgesonderd die volgende:—

- (a) Die werknemer se bydrae tot die Nywerheidsraad kragtens klousule 29.
- (b) Die werknemer se bydrae tot die Siektebystandfonds van die Transvaalse Juweliers- en Goudsmede.
- (c) Aftrekkings vir 'n voorsorg-, pensioen-, assuransië-, en spaarfonds wat kragtens 'n ander ooreenkoms ingestel en ingevolge artikel agt-en-veertig van die Wet bindend verklaar is.
- (d) As 'n werknemer weens siekte of 'n ongeluk van sy werk afwesig was of op eie houtjie van sy werk weggebly het, 'n bedrag in verhouding tot die tydperk van afwesigheid.
- (e) Wanneer daar korttyd in 'n bedryfsinrigting ingestel is, 'n aftrekking kragtens subklousule (8) van klousule 13.
- (f) 'n Bedrag wat 'n werkgewer regens of op bevel van 'n bevoegde hof moet maak of toegelaat is om te maak.
- (g) 'n Werknemer se bydraes tot die fondse van die vakvereniging moet deur die werkgewer van sy besoldiging afgetrek word.
- (h) Op geskrewe versoek van die werknemer, enige aftrekking behalwe die wat reeds hierin genoem is, met dien verstande dat sodanige aftrekking hoogstens tien persent mag vorm van die totale besoldiging wat aan sodanige werknemer betaalbaar is en voorts met dien verstande dat die werkgewer 'n kwitansie aan die betrokke werknemer moet uitreik vir enige aftrekking wat so gedoen is. Die kwitansie moet tesame met die besoldiging wat aan genoemde werknemer verskuldig is in 'n verskeide koevert soos vermeld in subklousule (4) geplaas word.

16. STUKWERK EN TAAKWERK.

(1) Behoudens die bepalings van subklousule (4) word die uitgee van werk deur werkgewers op 'n stuk- of taakwerkbasis en die verrigting van werk op sodanige basis deur die werknemers verbied.

(2) Ingeval aansporingsloonwerk verrig word, moet 'n werknemer aldus in diens die volle bedrag betaal word wat hy verdien het kragtens aansporingsloonwerkskale waaroor die vakvereniging en sy werkgewer ooreengekom het en wat behoorlik deur die Nywerheidsraad goedgekeur is; met dien verstande egter dat geen werknemer minder as die besoldiging en ander geldelike voordele wat werknemers kragtens klousules 6, 7, 8, 9 en 10 toekom betaal mag word nie, met dien verstande verder dat die ander bepalings van hierdie Ooreenkoms ten volle nagekom moet word.

(3) Vakleerlinge mag nie deelneem aan 'n stelsel waarna in subklousule 2 verwys word nie.

(4) Stukwerk mag nie uitgegee of verrig word nie, uitgesonderd met die toestemming van die Nywerheidsraad.

17. VERBOD OP BUITEWERK.

(1) 'n Werkgewer mag nie 'n ander werknemer as sy eie in die Nywerheid werf om werk in die Nywerheid te verrig nie, en kan sulke werk nie aan so 'n persoon gee nie.

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

(3) 'n Werkgewer mag nie vereis dat 'n ander werknemer in die Nywerheid werk op sy persele verrig of dit toelaat nie.

(4) 'n Werknemer kan slegs in die bedryfsinrigting van sy eie werkgewer in die Nywerheid werk.

(5) Geen persoon wat nie aan die hoof van 'n bona-fide voltydse besigheid staan nie mag deur 'n werkgewer versoek of toegelaat word om enige werk vir eie rekening in die Nywerheid te doen en geen werkgewer mag sodanige werk aan so 'n persoon gee nie.

(6) 'n Werkgewer mag nie van 'n werknemer in die Nywerheid uitgesonderd sy eie, vereis of hom toelaat om enige werk te verrig by die maak en/of herstel van gereedskap en/of stempels wat in die werksaamhede vermeld in die omskrywing van „Nywerheid” gebruik word of vir gebruik daarin bedoel is.

18. VERBOD OP DIE INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM WAAROP HUL DIE SKOOL MAG VERLAAT.

In die Nywerheid mag geen werkgewer 'n persoon onder die ouderdom waarop hy die skool mag verlaat, soos by wet voorgeskryf, of in elk geval onder die ouderdom van 15 jaar, in diens neem nie.

19A. INDIENSNEMING VAN VAKVERENIGINGARBEIDSKRAGTE EN ORGANISASIE VAN WERKNEMERS.

(1) Geen lid van die werkgewersorganisasie mag 'n werknemer in diens neem tensy sodanige werknemer 'n lid van die vakvereniging is nie, en geen lid van die vakvereniging mag werk vir 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is nie; met dien verstande dat 'n lid van die werkgewersorganisasie enige werknemer wat nie geskik is vir lidmaatskap van die vakvereniging in diens mag neem; met dien verstande verder dat hierdie klousule, afgesien van die regte van 'n gegriefde persoon kragtens artikel een-en-veertig (10) van die Wet, nie van toepassing is nie waar 'n werkgewer of 'n werknemer nie die Raad se mening sonder grondige rede lidmaatskap van die werkgewersorganisasie of die vakvereniging geweier is.

(2) Notwithstanding the provisions of sub-clause (1) a member of the employers' organisation may employ a non-member of the trade union for not more than two weeks on advising such engagement immediately to the trade union or until advised by the trade union to terminate such employee's employment whichever is the longer period. Subject to the same conditions a member of the Trade Union may be employed by a non-member of the employers' organisation.

(3) The provisions of sub-clause (1) shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South 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 apply to such immigrant.

(4) The importation and engagement of employees from outside the Republic of South Africa may only be undertaken and shall be regulated in accordance with the following provisions:—

- (i) Should any of the parties to the Industrial Council be aggrieved as a result of an employer importing employees, such aggrieved party shall have the right to refer the matter to the Industrial Council.
- (ii) The Industrial Council shall consider the grievance and should the Council support the grievance, then the Council shall make representation on the grievance to the Minister of Labour.
- (iii) Nothing in these provisions shall prevent any party from making independent representation to the Minister of Labour on any matter dealing with the importation of employees.
- (iv) Any contract of employment shall not exceed a period of two years.
- (v) Nothing in this section shall operate in conflict with the provisions of any immigration law.

(5) Employers shall permit trade union officials to enter their establishments during meal times for the purpose of organising employees.

19B. SUBSCRIPTION TO TRADE UNION AND EMPLOYERS' ORGANISATION.

(1) Every employer shall by authority of this Agreement deduct from the weekly wages of each of his employees the amount of the subscriptions payable by such employee to the trade union and shall forward the amount thus deducted, to the Secretary of the Trade Union, P.O. Box 8530, Johannesburg, not later than the tenth day of each month in the form prescribed in Annexure F.

(2) Every employer shall, in respect of membership of the employers' organisation remit 1/12th of his annual fees to the Secretary of the Council, 216 Diamond Exchange Building, 85 De Villiers Street, Johannesburg, not later than the tenth day of each month in the form prescribed in Annexure G.

20. TERMINATION OF EMPLOYMENT OR ALTERATION OF CONDITIONS.

(1) Subject to the provisions of clause 4 a weekly-paid employee or his employer shall give not less than one week's notice in writing, and a monthly-paid employee or his employer shall give not less than two weeks' notice in writing of termination of a contract of employment or of alteration of 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 an employer or his employee shall be entitled to terminate the contract of employment without notice by paying or forfeiting, in the case of a weekly employee, one week's remuneration, and, in the case of a monthly-paid employee two weeks' remuneration and, provided further that the foregoing shall not affect—

- (a) the right of either party to terminate a contract of employment without notice for any cause recognised by law as sufficient; or
- (b) on agreement between the parties providing for a longer period of notice than the period above prescribed.

(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 paid employee, the usual weekly pay-day of the establishment;
- (b) in the case of a monthly paid employee, on 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 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) The period of notice of termination of employment shall not run concurrently with nor shall notice be given during an employee's absence on leave in terms of clause 14A or any period of military training. Notice shall also not be given during an employee's absence on sick leave provided that a contract of employment shall terminate automatically if an employee is absent from work for any reason for longer than 13 weeks in a calendar year.

(2) 'n Lid van die werkgewersorganisasie mag, ondanks die bepalings van subklousule (1), 'n persoon wat nie 'n lid van die vakvereniging is nie vir 'n tydperk van hoogstens twee weke of totdat hy deur die vakvereniging aangesê is om sodanige indiensneming te beëindig, naamlik die jongste, in diens neem, mits hy die vakvereniging onmiddellik van sodanige indiensneming in kennis stel, met die voorbehoud dat 'n lid van die vakvereniging onderhewig aan dieselfde voorwaardes deur 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is nie, in diens geneem mag word.

(3) Die bepalings van subklousule (1) is nie op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het, van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande diens in die Nywerheid 'n uitnodiging van die vakvereniging om lid daarvan te word van die hand gewys het, die bepalings van subklousule (1) onmiddellik op sodanige immigrant van toepassing word.

(4) Die invoer en indiensneming van werknemers vanaf buite die Republiek van Suid-Afrika kan slegs onderneem word en moet gereël word ooreenkomstig die volgende bepalings—

- (i) Indien enigeen van die partye by die Nywerheidsraad gegrief is as gevolg daarvan dat 'n werkgewer werknemers invoer, kan sodanige gegriefde party die aangeleentheid na die Nywerheidsraad verwys.
- (ii) Die Nywerheidsraad moet die beswaar oorweeg en indien die Raad die beswaar steun, moet die Raad vertoë daarentrent aan die Minister van Arbeid rig.
- (iii) Geen party word deur hierdie bepalings verhinder om afsonderlik vertoë tot die Minister van Arbeid oor enige aangeleentheid wat die invoer van werknemers raak, te maak nie.
- (iv) 'n Dienskontrak mag hoogstens vir 'n tydperk van twee jaar wees.
- (v) Niks in hierdie artikel bevat, mag teenstrydig wees met die bepalings van enige immigrasiewet nie.

(5) Werkgewers moet beamptes van die vakvereniging toelaat om hulle bedryfsinrigtings gedurende etensure binne te gaan met die doel om die werknemers te organiseer.

19B. LEDEGELD VAN VAKVERENIGING EN WERKGEWERSORGANISASIE.

(1) Elke werkgewer moet kragtens hierdie Ooreenkoms van die weekloon van elkeen van sy werknemers die bedrag aan ledegeld wat deur sodanige persoon aan die vakvereniging betaalbaar is, aftrek, en moet die bedrag aldus afgetrek voor of op die 10de dag van elke maand op die voorgeskrewe vorm aan die Sekretaris van die Vakvereniging, Posbus 8530, Johannesburg, in die vorm in Aanhangsel F voorgeskryf, stuur.

(2) Elke werkgewer moet, ten opsigte van lidmaatskap van die werkgewersorganisasies voor of op die 10de dag van elke maand 1/12de van sy jaargeld aan die Sekretaris van die Raad, Diamond Exchangegebou 216, De Villiersstraat 85, Johannesburg stuur in die vorm in Aanhangsel G voorgeskryf.

20. BEÏNDIGING VAN DIENS OF WYSIGING VAN VOORWAARDES.

(1) Behoudens die bepalings van klousule 4 moet 'n werknemer wat weekliks werk of sy werkgewer minstens twee weke skriftelik kennis gee van die beëindiging van die dienskontrak of wysiging van die diensvoorwaardes na voorwaardes wat vir die werknemer minder gunstig is as dié waarop hy onmiddellik voor sodanige kennisgewing geregtig was; met dien verstande dat 'n werkgewer of sy werknemer daarop geregtig is om die dienskontrak sonder kennisgewing te beëindig deur, in die geval van 'n werknemer wat weekliks werk, een week se besoldiging, en in die geval van 'n werknemer wat maandeliks werk, twee weke se besoldiging te betaal of te verbeur; voorts met dien verstande dat die voorafgaande nie inbreuk maak nie op—

- (a) die reg van enigeen van die partye om 'n dienskontrak sonder kennisgewing of om enige rede wat die wet as voldoende beskou, te beëindig; of
- (b) 'n ooreenkoms tussen die partye wat vir 'n langer tydperk van kennisgewing as die tydperk wat hierbo voorgeskryf is, voorsiening maak.

(2) Die kennisgewing gemeld in subklousule (1), moet so gegee word dat dit—

- (a) in die geval van 'n werknemer wat weekliks werk, op die gewone weeklikse betaaldag van krag word;
- (b) in die geval van 'n werknemer wat maandeliks werk, op die eerste of die 15de dag van die maand van krag word.

(3) 'n Werkgewer moet sy werknemer gedurende die tydperk van kennisgewing, voorgeskryf in subartikel (1), voltyds in diens hou of, so nie, die loon, bereken teen die skaal van besoldiging waarop hy geregtig was onmiddellik voor sodanige kennisgewing, wat hy gedurende so 'n tydperk vir voltydse diens sou verdien het, aan hom betaal.

(4) Die tydperk gedurende welke kennis van diensbeëindiging gegee word mag nie saam val en kennis van diensbeëindiging mag nie gegee word nie gedurende 'n werknemer se afwesigheid op verlof ingevolge klousule 14A of enige tydperk van militêre opleiding. Kennis van diensbeëindiging mag ook nie gegee word gedurende die afwesigheid van die werknemer met siekteverlof nie, met dien verstande dat 'n dienskontrak outomaties beëindig word indien 'n werknemer om enige rede vir langer as 13 weke in 'n kalenderjaar van die werk afwesig is.

(5) Upon termination of every contract of employment the employer shall duly complete and sign a certificate of service in the form of Annexure B to this Agreement and shall deliver the original to the employee at the time of such termination.

(6) An employer shall not sign and deliver any such certificate as aforesaid unless the information set out therein is true and correct in every particular to the best of his knowledge.

(7) Notwithstanding anything to the contrary provided for in this clause the employment of an employee who is employed for a period not exceeding two weeks and who is employed in substitution for and during the absence of an employee whose basis of contract is weekly, may be terminated by twenty-four hours' notice or by payment in lieu of such notice the wages he would have earned had he worked such notice.

21. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not already done so in pursuance of any previous agreement 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 business address—

- (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 full registered name of the company, the address of its registered office, the address at which the operations which fall within 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.

22. 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:—

- (a) A copy of this Agreement;
- (b) a summary of sections of the Industrial Conciliation Act as prescribed by regulation 8 (5) of the Act;
- (c) 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;
- (d) 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.

23. 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-sections 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.

24. PROTECTIVE CLOTHING.

The employer, occupier or user shall provide free of charge and maintain in good condition adequate protective clothing and appliances, including 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

(5) By beëindiging van elke dienskontrak moet die werkgever 'n dienssertifikaat in die vorm van Aanhangsel B van hierdie Ooreenkoms behoorlik invul en onderteken en die oorspronklike daarvan ten tye van die beëindiging aan die werknemer gee.

(6) 'n Werkgever mag nie so 'n sertifikaat soos hierbo genoem onderteken en aflewer nie, tensy die inligting daarin na die beste van sy wete in alle besonderhede waar en korrek is.

(7) Ondanks andersluidende bepalings waarvoor daar in hierdie klousule voorsiening gemaak is, kan die diens van 'n werknemer wat vir 'n tydperk van hoogstens twee weke in diens is en wat in diens is in die plek van en gedurende die afwesigheid van 'n werknemer wat op 'n weeklikse kontrakbasis werk, beëindig word deur vier-en-twintig uur kennis of deur, in plaas van sodanige kennis, die lone te betaal wat hy sou verdien het as hy sodanige kennistydperk gewerk het.

21. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever wat dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat na dié datum by die Nywerheidsraadsraad aansluit, moet binne een maand nadat hy sy werksaamhede begin het, die volgende besonderhede aan die Sekretaris van die Nywerheidsraad stuur:—

(a) Die volle naam en besigheidsadres—

- (i) in die geval van 'n enkel werkgever, sy volle naam en besigheidsadres en as hy sy besigheid onder 'n handelsnaam dryf, die volledige handelsnaam;
- (ii) in die geval van twee of meer persone wat as vennote besigheid dryf, die volle naam van elke vennoot, die volle vennootskaps- of handelsnaam, en die adres waar die vennootskap sy besigheid dryf;
- (iii) in die geval waar die werkgever 'n geregistreerde maatskappy is, die volle geregistreerde naam van die maatskappy, die adres van sy geregistreerde kantoor, die adres waar die werksaamhede wat binne hierdie Ooreenkoms val, verrig word, en die volle naam van die direkteur.

(b) 'n Beskrywing van die ambagte, vakke of werksaamhede wat die werkgever beoefen.

(2) Ingeval van 'n verandering van die besonderhede wat ingevolge subklousule (1) verstrek moet word, moet die werkgever binne 10 dae na sodanige verandering die Sekretaris van die Nywerheidsraad skriftelik daarvan in kennis stel.

(3) 'n Werkgever moet die Sekretaris van die Nywerheidsraad 7 dae vooraf skriftelik in kennis stel van sy voorneme om op te hou om 'n werkgever in die Nywerheidsraad te wees.

22. VERTONING VAN OOREENKOMS EN AANBRING VAN KENNISGEWINGS.

Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet onderstaande stukke wat in leesbare letters in albei amptelike tale in die Republiek gedruk word, in een of ander opvallende plek op sy persele wat maklik toeganklik is, aanbring en daar hou—

(a) 'n eksemplaar van hierdie Ooreenkoms;

(b) 'n opsomming van artikels van die Wet op Nywerheidsversoening, soos voorgeskryf by regulasie sewe (5) van die Wet;

(c) 'n kennisgewing in die vorm voorgeskryf by die regulasies ingevolge die Wet wat die dag van die week of maand, na gelang van die geval, en die tyd en plek waar lone gewoonlik elke week of maand, na gelang van die geval, betaal sal word, vermeld;

(d) 'n kennisgewing wat die amptelike adres van die Afdelingsinspekteur van Arbeid en van die Sekretaris van die Raad in wie se regsgebied die werkgever sy besigheid dryf, bevat.

23. HOU VAN REGISTERS.

(1) Die bepalings van subartikel (1) van artikel sewe-en-veertig van die Wet op Nywerheidsversoening, 1956, wat voorskryf dat elke werkgever te alle tye ten opsigte van alle persone in sy diens registers moet hou van die besoldiging betaal, die tyd gewerk en sodanige ander besonderhede wat by regulasie voorgeskryf word (sulke registers staan gewoonlik bekend as „loonboek" of „loonregister") en word geag die bepalings van regulasies uitgevaardig ingevolge subartikel (2) van genoemde artikel, by hierdie Ooreenkoms ingelyf te wees.

(2) Die werkgever moet alle registers wat hy ingevolge genoemde subartikels en regulasies moet hou, leesbaar en met ink geskryf hou en moet sulke registers voortdurend in sy bedryfsinrigting hou solank werknemers daarin werk.

24. BESKERMENDE KLERE.

Die werkgever, houer of gebruiker moet aan elke persoon wat in 'n fabriek werk of waar masjinerie gebruik word en wat blootgestel is aan nat of stowwerige prosesse, hitte of giftige, vretende of ander skadelike stowwe wat moontlik besering of siekte aan so 'n persoon kan meebring of sy klere kan beskadig, kosteloos

processes, 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.

25. EMPLOYEES NOT SPECIFIED.

An employer shall notify the Council immediately upon engagement, of the full particulars and nature of work of any employees employed on work not classified in this Agreement.

26. EXEMPTIONS.

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

(2) Application for exemptions shall be in writing and shall be lodged with 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 in the form of Annexure H to this Agreement, duly signed by the Secretary to the Council setting out the following particulars:—

- (a) Full name of the person to whom the exemption is granted;
 - (b) the provisions of the 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 a copy thereof to the Divisional Inspector of Labour, and
 - (d) when the exemption is granted to an employee, forward a copy thereof to his employer.

27. AGENTS OF THE COUNCIL.

(1) In the absence of a "designated agent" of the Council appointed in terms of section sixty-two of the Industrial Conciliation Act, 1937, and deemed to have been appointed in terms of section sixty-two of Act No. 28 of 1956, the Council shall appoint one or more specified persons as agents to assist the Council in giving effect to the terms of this Agreement.

(2) In addition to a designated agent the Council may at any time, and for such period or periods as it may determine, appoint one or more specified persons as agents to assist the Council as aforesaid.

(3) Every employer and every employee shall permit any person appointed in terms of sub-clause (1) and (2) to enter any establishment under his authority or control, and to make such enquiries, to examine such books, documents, time and wage records and registers, and to interrogate such persons, and to do all such acts as may be necessary or expedient for the purpose of ascertaining whether the provisions of this Agreement have been or are being observed.

28. ADMINISTRATION AND INTERPRETATION OF AGREEMENT.

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

29. 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 monies 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 terms of this clause.

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

Amount of Ordinary Weekly Wages.	Amount of Weekly Contributions to be deducted.
Not exceeding R5.....	2½
From R5.01 but not exceeding R9.00.....	7½
From R9.01 but not exceeding R13.00.....	10
From R13.01 but not exceeding R17.00.....	12½
From R17.01 but not exceeding R21.00.....	15
From R21.01 but not exceeding R25.00.....	17½
From R25.01 but not exceeding R29.00.....	20
From R29.01 but not exceeding R31.00.....	22½
Over R31.00.....	25

genoeg beskermende klere en toerusting, met inbegrip van pette, stofbrille, handskoene, skoene of beskermende self verskaf en genoemde beskermende klere in 'n goeie toestand hou. Hierdie beskermende klere bly die eiendom van die werkgewer.

25. WERKNEMERS WAT NIE VERMELD WORD NIE.

'n Werkgewer moet die Raad by indiensneming onmiddellik van volle besonderhede en die aard van die werk van enige werknemers, wat in hierdie Ooreenkoms nie vermeld word nie, in kennis stel.

26. VRYSTELLINGS.

(1) Die Raad kan aan enige werkgewer of werknemer vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Aansoeke om vrystellings moet skriftelik wees en moet aan die Sekretaris van die Raad gerig word.

(3) Die Raad moet, behoudens subklousule (4), die tydperk waartydens en die voorwaardes waarop die vrystelling geld, vasstel.

(4) As die Raad dit nodig ag, kan hy, nadat die betrokke persoon of persone een week vooraf skriftelik daarvan in kennis gestel is, 'n vrystellingsertifikaat intrek selfs al het die tydperk waarvoor dit toegestaan is, nog nie verstryk nie.

(5) Die Raad moet aan elke persoon aan wie hy vrystelling verleen het, 'n vrystellingsertifikaat uitreik in die vorm van Aanhangsel E van hierdie Ooreenkoms, wat behoorlik deur die Sekretaris van die Raad onderteken is en die volgende besonderhede vermeld:—

- (a) Die volle naam van die persoon aan wie die vrystelling verleen is;
 - (b) die bepalings van hierdie Ooreenkoms waarvan die vrystelling verleen is;
 - (c) die tydperk waartydens die vrystelling van krag is; en
 - (d) die voorwaardes waarop die vrystelling verleen word.
- (6) Die Raad moet—
- (a) alle sodanige sertifikate in volgorde nummer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik is;
 - (c) 'n afskrif daarvan aan die Afdelingsinspekteur van Arbeid stuur; en
 - (d) wanneer die vrystelling aan 'n werknemer verleen word, 'n afskrif daarvan aan sy werkgewer stuur.

27. AGENTE VAN DIE RAAD.

(1) In die afwesigheid van 'n „aangewese agent" van die Raad wat kragtens artikel twee-en-sestig van die Nywerheidsveroeningswet, 1937, aangestel is, en geag word kragtens artikel twee-en-sestig van Wet No. 28 van 1956, aangestel te wees, moet die Raad een of meer bepaalde persone as agente aanstel om die Raad by te staan om die bepalings van hierdie Ooreenkoms uit te voer.

(2) Benewens 'n aangewese agent kan die Raad te eniger tyd en vir sodanige tydperk of tydperke as wat hy vasstel een of meer bepaalde persone as agente aanstel om die Raad, soos hierbo gemeld, by te staan.

(3) Elke werkgewer en elke werknemer moet 'n persoon wat kragtens subklousules (1) en (2) aangestel is, toelaat om 'n bedryfsinrigting onder sy beheer binne te gaan, navrae te doen en sodanige boeke, stukke, tyd- en loonregisters na te gaan, persone te ondervra en alles te doen wat noodsaaklik of wenslik is met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom is of word.

28. ADMINISTRASIE EN VERTOLKING VAN OOREENKOMS.

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en kan ter voorligting van werkgewers en werknemers menings uitspreek wat nie strydig is met die bepalings daarvan nie.

29. FONDSE VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te dek moet die Raad sy eie fondse in stand hou en administreer, welke fondse by die Raad moet berus en gefinansier word uit die gelde en bates wat die Raad tot sy krediet het en uit bydraes van die werkgewers en werknemers, en sodanige bydraes moet die bedrae wees wat in hierdie artikel voorgeskryf word en moet ingevolge hierdie klousule, betaal word.

(2) *Bydraes van werknemers.*—(a) *Werknemers wat weekliks besoldig word.*—Elke werkgewer moet op elke weeklikse betaal-dag van die loon van elkeen van sy werknemers wat weekliks besoldig word, 'n bedrag ooreenkomstig die volgende skaal as en vir so 'n werknemer se weeklikse bydrae aftrek:—

Bedrag van gewone weeklikse loon.	Bedrag van weeklikse bydraes wat afgetrek moet word.
Tot en met R5.....	2½
R5.01 tot en met R9.00.....	7½
R9.01 tot en met R13.00.....	10
R13.01 tot en met R17.00.....	12½
R17.01 tot en met R21.00.....	15
R21.01 tot en met R25.00.....	17½
R25.01 tot en met R29.00.....	20
R29.01 tot en met R31.00.....	22½
Bo R31.....	25

(b) *Monthly Paid Employees.*—Every employer shall on each monthly pay-day deduct from the wages of each of his monthly paid employees an amount in accordance with the following scale (which is based on four and one-third times the scale of the contributions for weekly paid employees) as and for such employee's monthly contributions:—

Amount of ordinary Monthly Wages.	Amount of Monthly Contributions to be deducted.
	c
Up to but not exceeding R21.67.....	0.11
From R21.68 but not exceeding R39.....	0.32½
From R39.01 but not exceeding R56.33.....	0.43
From R56.34 but not exceeding R73.67.....	0.54
From R73.68 but not exceeding R91.00.....	0.65
From R91.01 but not exceeding R108.33.....	0.76
From R108.34 but not exceeding R125.67....	0.87
From R125.68 but not exceeding R134.33....	0.97½
Over R134.33.....	1.08

(c) When a contributor being a weekly paid employee is employed for less than eight hours in any one week, or, being a monthly paid employee, is employed for less than thirty-five hours in any one month the deductions prescribed in paragraph (a) and (b) of sub-clause (2) shall not be made.

(d) *Employees on Leave.*—When a contributor 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.

(e) If the services of an employee are terminated before the commencement of the annual holiday leave period prescribed in sub-clause (1) of clause 14, his employer shall deduct from his leave pay contributions as the period of his employment with the same employer as from the 25th day of December proceeding or from the date of his engagement with the same employer, whichever is the later, bears to 42 month's service.

(3) *Employers' Contributions.*—To each amount deducted by the employer in pursuance of sub-clause (2) the employer shall as and for his contribution add an equal amount, plus a flat rate of one rand (R1) per month in respect of each establishment where one or more persons are employed.

(4) *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 in the form of Annexure G, to this Agreement duly completed and signed by him, by the 10th day of the following month, to the Secretary of the Industrial Council at the address, 216 Diamond Exchange Building, 85 De Villiers Street, Johannesburg, or such other address as the employer may be notified of in writing, by the Secretary.

30. UNEMPLOYMENT BENEFIT FUND.

(1) *Establishment.*—The establishment is hereby continued of the Unemployment Benefit Fund originally established under Government Notice No. 4750 of the 14th December, 1951, and named the "Transvaal Jewellers' and Goldsmiths Unemployment Benefit Fund" hereinafter referred to as the "Unemployment Benefit Fund" or the "Fund" which Fund shall provide for the payment of benefits to an employee whose wage does not exceed R546 per annum.

(2) *Management and Administration.*—(a) The affairs of the Fund shall be administered by a sub-committee of the Council appointed in terms of its constitution and consisting of three representatives of the employers' organisation and three representatives of the trade union, and to be known as the "Management Committee of the Unemployment Benefit Fund" (hereinafter referred to as the Management Committee).

(b) The Management Committee may, subject to the approval of the Council by resolution, make rules for the Fund not inconsistent with the Act or with the constitution of the Council or with this Agreement or with any other law regulating the appointment and tenure of office of members of the Management Committee; the powers and duties of the Management Committee and its meetings and procedure; the appointment, tenure of office, conditions of service, powers and duties of secretary, clerical assistants, accountant or any other assistance to the Fund; the investment of moneys to the Fund, and all other matters connected with the general administration and management of the Fund; and the Management Committee may, subject to the approval of the Council by resolution, amend such rules in the manner to be therein prescribed.

(c) A copy of such rules and of any amendments thereto shall be lodged with the Secretary for Labour and a copy shall be available at the office of the secretary to the Fund for inspection by any person employed in the Industry.

(b) *Werknemers wat maandeliks besoldig word.*—Elke werk-gewer moet op elke maandelikse betaaldag van die loon van elkeen van sy maandeliks betaalde werknemers 'n bedrag ooreen-komstig die volgende skaal (naamlik die skaal wat bereken word op 4½ maal die skaal van die bydraes vir werknemers wat weekliks besoldig word) as en vir die maandelikse bydraes van sodanige werknemers aftrek:—

Bedrag van gewone maandelikse loon.	Bedrag van maandelikse bydraes wat afgetrek moet word.
	R
Tot en met R21.67.....	0.11
R21.68 tot en met R39.00.....	0.32½
R39.01 tot en met R56.33.....	0.43
R56.34 tot en met R73.67.....	0.54
R73.68 tot en met R91.00.....	0.65
R91.01 tot en met R108.33.....	0.76
R108.34 tot en met R125.67.....	0.87
R125.68 tot en met R134.33.....	0.97½
Bo R134.33.....	1.08

(c) Wanneer 'n bydraer 'n werknemer is wat weekliks besoldig word en minder as agt uur in een week werk, of wat maandeliks besoldig word en minder as 35 uur in een maand werk, moet die aftrekkings voorgeskryf by paragraaf (a) en (b) van subklousule (2) nie gemaak word nie.

(d) *Werknemers met verlof.*—Wanneer 'n bydraer met betaalde verlof is, moet hy voortgaan om by te dra asof hy nog werk en die werkgever moet die nodige bedrag vir die doel van sy verlofbesoldiging aftrek.

(e) As die dienste van 'n werknemer voor die begin van die jaarlikse vakansieverlof, voorgeskryf in subklousule (1) van klousule 14, beëindig word, moet sy werkgever ingevolge subklousule (6) van dié klousule, 'n bedrag as en vir sodanige werknemer se bydrae van sy verlofbesoldiging aftrek, in dieselfde verhouding as wat die tydperk van sy diens by dieselfde werkgever, met ingang van die 25ste dag van Desember voor of vanaf die datum van sy indienstreding by dieselfde werkgever, naamlik die jongste datum, tot 12 maande staan.

(3) *Bydraes van werkgewers.*—Die werkgever moet, by elke bedrag wat hy ingevolge subklousule (2) aftrek, 'n gelyke bedrag, plus 'n eenvormige tarief van een rand (R1) per maand as en vir sy bydrae daarby voeg ten opsigte van elke bedryfsinrigting waar een of meer persone in diens is.

(4) *Aanstuur van bydraes.*—Elke werkgever moet die totale bedrag van die bydraes binne elke kalendermaand ingevolge subklousules (2) en (3) saam met 'n opgawe in die vorm van Aanhangsel G van hierdie Ooreenkoms, wat behoorlik deur hom ingevul en onderteken is, voor die 10de dag van die daaropvolgende maand aan die Sekretaris van die Nywerheidsraad by die adres, Diamond Exchange-gebou 216, De Villiersstraat 85, Johannesburg, of sodanige ander adres as dié waarvan die sekretaris die werkgever skriftelik in kennis stel, stuur.

30. WERKLOOSHEIDBYSTANDSFONDS.

(1) *Voortsetting.*—Ingevolge hiervan bly die Werkloosheidsbystandsfonds wat oorspronklik by Goewermentskennisgewing No. 4750 van 14 Desember 1951, gestig is en die „Transvaal Jewellers' and Goldsmiths' Unemployment Benefit Fund" genoem word (hieronder die „Werkloosheidsbystandsfonds" of die „Fonds" genoem), voortbestaan en die Fonds maak voorsiening vir die betaling van bystand aan 'n werknemer wie se loon nie R546 per jaar te bowe gaan nie.

(2) *Bestuur en administrasie.*—(a) Die sake van die Fonds moet geadmistreer word deur 'n subkomitee van die Raad wat ooreenkomstig die grondwet daarvan aangestel moet word en uit drie verteenwoordigers van die werkgeversorganisasie en drie verteenwoordigers van die vakvereniging moet bestaan en wat bekend moet staan as die „Bestuurskomitee van die Werkloosheidsbystandsfonds" (hieronder „die Bestuurskomitee" genoem).

(b) Die Bestuurskomitee kan, onderworpe aan goedkeuring deur 'n besluit van die Raad, reëls vir die Fonds opstel wat nie strydig is nie met die Wet of met die grondwet van die Raad of met hierdie Ooreenkoms of met 'n ander wet wat die aanstelling en ampstyd van lede van die Bestuurskomitee, die bevoegdhede en pligte van die Bestuurskomitee en sy vergaderings en prosedure, die aanstelling, ampstyd, diensvoorwaardes, bevoegdhede en pligte van 'n sekretaris, klerklike assistente, rekenmeester of ander hulp aan die Fonds, die belegging van die Fonds se geld en alle ander aangeleenthede in verband met die algemene administrasie en bestuur van die Fonds reël; en die Bestuurskomitee kan, onderworpe aan die goedkeuring van die Raad deur 'n besluit, sodanige reëls op die manier wat daarin voorgeskryf moet word, wysig.

(c) 'n Afskrif van sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word en 'n afskrif daarvan moet in die kantoor van die Sekretaris van die Fonds beskikbaar wees vir inspeksie deur enige persoon in diens in die Nywerheid.

(3) *Membership.*—Only those employees employed as Operatives, Grade II, labourers or watchmen and whose rate of wages does not exceed R546 per annum, or R45.50 per month, or R10.50 per week, shall be eligible for membership to the Fund and any such employees shall be deemed to be admitted to membership of the Fund upon receipt by the secretary of the first remittance of contributions in respect of such employees.

(4) *Termination of Membership.*—(a) The Management Committee reserves the right to recommend to the Council the termination of membership of any employee for any reason deemed to be good and sufficient.

(b) Termination of such membership in pursuance of paragraph (a) shall take effect as from the date on which notification in writing, of the resolution terminating such membership is given by the secretary to the Fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the Fund, but no claim shall accrue thereafter.

(c) *Right of Appeal.*—There shall be a right of appeal to the Industrial Council from any decision of the Management Committee in pursuance of sub-clauses (4) (a) and (b). The Industrial Council shall hear the appeal and make such investigations as it may deem fit, and shall either confirm the Management Committee's decision or give such decision as in its opinion the Committee ought to have given and which shall be deemed to be the decision of the Committee.

(d) The membership of an employee shall be terminated upon his ceasing to be employed in the Jewellery and Precious Metal Industry, provided that such employee shall remain eligible for the benefits deriving from the Fund during any period of unemployment immediately following his employment in the Jewellery and Precious Metal Industry but not exceeding 13 weeks, if he is otherwise in compliance with the conditions entitling him to such benefits. For the purpose of calculating unemployment benefits payable to such employee his wage rate shall be deemed to be the rate of the wage received by him immediately prior to such cessation of employment.

(5) *Contributions.*—(a) The Fund shall be financed by contributions to be made by employers, and such contributions shall be of the amounts and shall be provided in the manner prescribed in paragraph (b).

(b) Every employer shall forward to the Secretary of the Fund, P.O. Box 8530, Johannesburg, by not later than the 10th of each succeeding month, an amount of seven and one half cents (7½c) per week, for each employee referred to in sub-clause (3) employed in his establishment; provided such employee's rate of wage does not exceed R546 per annum or R45.50 per month or R10.50 per week, and no deduction shall be made by an employer from the earnings of such employee in respect of the Fund.

(c) *Employees on Leave.*—When a member is on paid leave his contributions shall be contributed on the same basis and in the same manner as would be the case if he were working.

(d) No contributions shall be made by an employee whose employee is employed for less than eight hours in a calendar week, such calendar week meaning a period calculated from midnight between Sunday and Monday to midnight between the next succeeding Sunday and Monday.

(6) *Remittance of Contributions.*—Each employer shall remit the total sum of contributions within each calendar month in pursuance of sub-clause (5) (a), (b), (c) and (d), together with a statement completed and signed by him, in the form of Annexure I.

(7) *Benefits.*—These shall be paid by the Management Committee at the following rates:—

Group I: R4 per calendar week.

Group II: R4.50 per calendar week.

Group III: R5 per calendar week.

"Group I" means operative, grade II, grade III, labourer or watchman, in receipt of a wage not exceeding R7.50 per week.

"Group II" means operative, grade II, grade III, labourer or watchman, in receipt of a wage exceeding R7.50 per week but not exceeding R8.75 per week.

"Group III" means operative, grade II, grade III, labourer or watchman, in receipt of a wage exceeding R8.75 but not exceeding R10.50 per week.

No person entitled to benefits shall be granted benefits for a period in excess of 26 weeks in any calendar year.

(8) *Qualification for Benefits.*—(a) To qualify for unemployment benefits an applicant must have had contributions made by his employer for at least 13 weeks, be capable of, and available for work.

(b) Benefits as set out in sub-clause (7) are not payable for any period prior to the date of promulgation of this Agreement.

(c) Whenever certain employees who became unemployed and who were contributors to the Unemployment Insurance Fund, 1946, prior to 1st January, 1950, and who are now excluded in terms of section two (2) (d) of Act No. 53 of 1946, but are held insured against unemployment for a period after that date equivalent to the period during which they made contributions, and if

(3) *Lidmaatskap.*—Slegs dié werknemers wat as werkmans graad II, arbeiders of wagte werk en wie se basiese loonskaal nie R546 per jaar, of R45.50 per maand of R10.50 per week oorskry nie, kan vir lidmaatskap van die Fonds in aanmerking kom en dit word beskou dat alle sodanige werknemers tot lidmaatskap van die Fonds toegelaat is, wanneer die Sekretaris die bydraes ten opsigte van sulke werknemers ontvang.

(4) *Beëindiging van lidmaatskap.*—(a) Die Bestuurskomitee behou hom die reg voor om by die Raad aan te beveel dat die lidmaatskap van 'n werknemer om 'n rede wat as afdoende geag word, beëindig word.

(b) Beëindiging van lidmaatskap ingevolge paragraaf (a) tree in werking op die datum waarop die Sekretaris van die Fonds die betrokke lid skriftelik van die besluit om sy lidmaatskap te beëindig, in kennis stel. Die Fonds moet aansprake op bystand wat tot op daardie datum opgeloopt het, betaal, maar geen aanspraak kan daarna ooploop nie.

(c) *Reg van appél.*—Daar kan by die Nywerheidsraad appél aangeteken word teen 'n beslissing van die Bestuurskomitee ingevolge subklousules (4) (a) en (b). Die Nywerheidsraad moet die appél hoor en kan sodanige ondersoek as wat hy nodig ag, instel en hy moet óf die beslissing van die Bestuurskomitee bekrachtig óf sodanige beslissing vel as wat na die mening van die Raad die Komitee hoort te gegee het en sodanige beslissing sal geag word die beslissing van die Komitee te wees.

(d) Die lidmaatskap van 'n werknemer word beëindig wanneer hy nie meer in diens in die Juweel- en Edelmetaalnywerheid is nie; met diën verstande dat 'n werknemer nog geregtig is op bystand uit die Fonds gedurende 'n tydperk van werkloosheid onmiddellik na sy diens in die Juweel- en Edelmetaalnywerheid, maar vir hoogstens 13 weke, as hy andersins voldoen aan die voorwaardes wat hom op so 'n bystand geregtig maak. Vir die doel van die berekening van werkloosheidsbystand wat aan so 'n werknemer betaalbaar is, word sy loonskaal beskou as die loonskaal wat hy onmiddellik voor so 'n beëindiging van diens ontvang het.

(5) *Bydraes.*—(a) Die Fonds word gefinansier uit bydraes wat werkgewers maak en sulke bydraes moet die bedraes wees en moet gemaak word soos voorgeskryf in paragraaf (b).

(b) Elke werkgewer moet 'n bedrag van 7½c (sewe-en-'n-half sent) per week vir elke werknemer soos omskryf in subartikel (3) wat in sy bedryfsinrigting in diens is, op of voor die 10de van elke daaropvolgende maand aan die Sekretaris van die Fonds, Posbus 8530, Johannesburg, stuur; met diën verstande dat so 'n werknemer se loonskaal nie R546 per jaar of R45.50 per maand of R10.50 per week oorskry nie, en 'n werkgewer kan nie van die loon van so 'n werknemer 'n aftrekking maak t.o.v. die Fonds nie.

(c) *Werknemers met verlof.*—Wanneer 'n lid met betaalde verlof is, moet hy voortgaan om by te dra op dieselfde basis en op dieselfde manier as wat die geval sou gewees het as hy nog gewerk het.

(d) 'n Werkgewer kan nie 'n bydrae lewer as sy werknemer minder as agt uur in 'n kalenderweek in diens is nie; so 'n kalenderweek beteken 'n tydperk wat bereken word van middernag tussen Sondag en Maandag af tot middernag tussen die daaropvolgende Sondag en Maandag.

(6) *Aanstuur van bydraes.*—Elke werkgewer moet die totale bedrag van bydraes binne elke kalendermaand ingevolge subklousule (5) (a), (b), (c) en (d) saam met 'n opgawe in die vorm van Aanhangsel I van hierdie Ooreenkoms, wat behoorlik deur hom ingevul en onderteken is, aanstuur.

(7) *Bystand.*—Die Bestuurskomitee moet bystand teen die volgende skale betaal:—

Groep I: R4 per kalenderweek.

Groep II: R4.50 per kalenderweek.

Groep III: R5 per kalenderweek.

"Groep I" beteken operateur, graad II, graad III, arbeider of wag wat 'n loon van hoogstens R7.50 per week ontvang.

"Groep II" beteken operateur, graad II, graad III, arbeider of wag wat 'n loon van meer as R7.50 maar hoogstens R8.75 per week ontvang.

"Groep III" beteken operateur, graad II, graad III, arbeider of wag wat 'n loon van meer as R8.75 maar hoogstens R10.50 per week ontvang.

Geen persoon wat op bystand geregtig is, mag vir 'n tydperk van meer as 26 weke in 'n kalenderjaar bystand ontvang nie.

(8) *Kwalifikasie vir bystand.*—(a) As 'n aansoeker vir werkloosheidsbystand in aanmerking wil kom, moet sy werkgewer vir minstens 13 weke bydraes gemaak het en moet hy in staat wees om te kan werk en beskikbaar wees vir werk.

(b) Bystand soos gemeld in subklousule (7) is nie betaalbaar vir 'n tydperk voor die datum waarop hierdie Ooreenkoms gepubliseer word nie.

(c) Wanneer sekere werknemers werkloos word en hulle vóór 1 Januarie 1950 tot die Werkloosheidsversekeringsfonds, 1946, bygedra het en nou, ingevolge artikel twee (2) (d) van Wet No. 53 van 1946 uitgesluit word, maar vir 'n tydperk na daardie datum teen werkloosheid verseker is, wat gelyk is aan die tydperk waartydens hulle bydraes gelewer het en as sulke werknemers

such employees are not in possession of the old form of Contributor's Record Card (U.F. 4), the employer shall issue to them certificates of service, giving date of engagement and termination of employment, reason for such termination and rate of wages paid.

(d) The Management Committee may in its discretion pay to applicants for benefits any difference in rates of benefits shown in sub-clause (7) and in the benefits they are entitled to receive from the Unemployment Insurance Fund, 1946, in accordance with paragraph (c) of this sub-clause, but only subsequent to the date on which this Agreement becomes binding.

(9) *Application for Benefits.*—Application for unemployment benefits by an employee shall be lodged in person by the applicant within as short a period as possible of his having become unemployed, and such employee shall produce his Unemployment Insurance Fund Contributor's Record Card (U.F. 4) or his Certificate of Service in place thereof, and his Unemployment Benefit Fund Membership Card, which documents shall be duly completed in detail and signed off by his ex-employer and shall be presented to the secretary of the Fund, at the office of the Fund. Benefits which may be paid will only take effect from the actual date the claim is lodged.

(10) *Unemployment Benefit Fund Cards.*—(a) Every employer shall, not later than the 14th day, calculated from the date of the coming into operation of this Agreement, in respect of each of his employees in his employ as at the date the Agreement comes into operation and every employee who may be engaged by him within this period and who is eligible for membership of the Fund, furnish to the Secretary of the Fund information in the form of Annexure J. Thereafter, the employer shall within two days of the engagement of any employee advise the secretary of such engagement and furnish the information in the form of Annexure I. Whenever the services of an employee in respect of whom such information has been furnished are terminated the employer shall within two days of such termination advise the secretary thereof.

(b) Each card shall bear the Fund number of the employee concerned and that number and card relate to him as long as he continues to be a member of the Fund.

(c) Whenever a member is employed by an employer in the Jewellery and Precious Metal Industry, the employer, if the employee is in possession of a membership card, shall immediately inform the secretary to the Fund, in writing, of his having engaged such employee. The employer shall satisfy himself that all particulars of the employee thus engaged have been inserted on his membership card by his previous employer.

(d) During the period of employment of a member by an employer, the membership card of the employee shall remain in the custody of the employer and only be handed to the employee when his services are terminated, or if the membership card be called for by the secretary of the Fund.

(11) *Limitation of Benefits.*—(a) A member shall not be entitled to any of the benefits prescribed in sub-clause (7) until his employer has contributed to the Fund for a total period of 13 weeks, if he is a weekly-paid employee, or for a total period of three calendar months if he is a monthly-paid employee, subject, however, to paragraph (b) of this sub-clause.

(b) When the membership of an employee has terminated in pursuance of sub-clause (4) (a) and (b), and he has within six calendar months thereafter again become a member in terms of sub-clause (3) by reason of his re-installment or re-employment in the Industry, he shall, after his employer has again contributed to the Fund for a total period of four weeks, if he is a weekly-paid employee, or for a total period of one month, if he is a monthly-paid employee from the date of resumption of membership, be entitled to benefits as if his membership had not been so terminated. Provided that casual employment not exceeding two weeks' duration in the Industry shall not be deemed to be employment for the purpose of this clause.

(c) The Management Committee may, in its discretion, extend the period of payment of benefits to an employee dependent upon circumstances.

(12) *Cessation of Benefits.*—Benefits from the fund shall cease whenever the total amount of the fund's investments, cash on savings deposit, cash on fixed deposit or deposit at call, cash at bank on current account, and cash in hand falls below the sum of R400 and thereafter benefits shall not recommence until such total amount has risen to the sum of R700.

(13) *Liquidation.*—(a) In the event of the expiry of this Agreement by effluxion of time or from any other cause, the Fund shall continue to be administered by the Management Committee until it be either liquidated, transferred to, or amalgamated with any other fund constituted for purposes similar to those for which the Fund was created; provided that the Fund shall be liquidated unless an agreement providing for the continuation of the Fund or for the transfer or amalgamation of its moneys as aforesaid, is entered into within six months of the date of expiry of this Agreement.

nie in besit is van die ou vorm van Bydraersrekordkaart (U.F. 4) nie, moet die werkgewer aan hulle 'n dienssertifikaat uitreik met die datums van indiensneming en beëindiging van diens, die rede vir sodanige beëindiging en die loonskale wat betaal is, daarop.

(d) Die Bestuurskomitee kan, na goeddunke, aan aansoekers om bystand skale van bystand betaal wat verskil van dié aangegeven in subklousule (7) en die bystand wat hulle van die Werkloosheidsversekeringsfonds, 1946, ooreenkomstig paragraaf (c) hiervan geregtig is om te ontvang, maar slegs na die datum waarop hierdie Ooreenkoms bindend word.

(9) *Aansoek om bystand.*—Aansoek om werkloosheidsbystand deur 'n werknemer, moet persoonlik deur die applikant so gou moontlik nadat hy werkloos geword het, ingedien word, en so 'n werknemer moet die Bydraersrekordkaart (U.F. 4) van die Werkloosheidsversekeringsfonds of sy dienssertifikaat in die plek daarvan en sy lidmaatskapkaart vir die Werkloosheidsbystandsfonds toon, en hierdie stukke moet behoorlik in besonderhede ingevul en deur sy voormalige werkgewer onderteken wees, en moet by die kantoor van die Fonds aan die Sekretaris van die Fonds voorgeleë word. Bystand wat betaal word, tree eers in werking vanaf die werklike datum waarop die aanspraak ingedien is.

(10) *Werkloosheidsbystandsfondskarte.*—(a) Elke werkgewer moet op of voor die 14de dag, bereken met ingang van die datum van die inwerkingtreding van hierdie Ooreenkoms, t.o.v. elkeen van sy werknemers in sy diens op die datum waarop hierdie Ooreenkoms van krag word, en elke werknemer wat binne hierdie tydperk in sy diens is en wat as lid van die Fonds verkies kan word, inligting in die vorm van Aanhangel J aan die Sekretaris van die Fonds verstrek. Daarna moet die werkgewer binne twee dae na die indiensneming van 'n werknemer die Sekretaris van so 'n indiensneming verwittig en die inligting in die vorm van Aanhangel I verstrek. Wanneer die diens van 'n werknemer t.o.v. wie sodanige inligting verstrek is, beëindig word, moet die werkgewer die Sekretaris binne twee dae na so 'n beëindiging daarvan in kennis stel.

(b) Elke kaart moet die fondsnommer van die betrokke werknemer bevat en dié nommer en kaart het op hom betrekking solank as wat hy 'n lid van die Fonds bly.

(c) Wanneer 'n werkgewer 'n lid van die Fonds in die Juweel- en Edelmetaalnywerheid in diens neem, en die werknemer in besit is van 'n lidmaatskapkaart, moet die werkgewer die Sekretaris van die Fonds onmiddellik skriftelik in kennis stel dat hy so 'n werknemer in diens geneem het. Die werkgewer moet homself oortuig dat die werknemer wat aldus in diens geneem is, se vorige werkgewer alle besonderhede op eersgenoemde se lidmaatskapkaart vermeld het.

(d) Solank 'n lid by 'n werkgewer in diens is, moet die werkgewer die lidmaatskapkaart van die werknemer veilig bewaar en dit slegs aan die werknemer oorhandig wanneer sy diens beëindig word of as die Sekretaris van die Fonds daarom vra.

(11) *Beperking van bystand.*—(a) 'n Lid is nie op die bystand, voorgeskryf in subklousule (7), geregtig nie totdat sy werkgewer vir 'n totale tydperk van 13 weke tot die Fonds bygedra het, as hy weekliks besoldig word, of vir 'n totale tydperk van drie kalendermaande as hy maandeliks besoldig word, onderworpe egter aan paragraaf (b) hiervan.

(b) Wanneer die lidmaatskap van 'n werknemer ingevolge subklousules (4) (a) en (b) beëindig is, en hy binne ses kalendermaande daarna weer 'n lid word ingevolge subklousule (3) op grond daarvan dat hy weer toegelaat is om lid te word of dat hy weer in die Nywerheid in diens geneem word, word hy, nadat sy werkgewer weer vir 'n totale tydperk van vier weke tot die fondse bygedra het, as hy weekliks besoldig word, of vir 'n totale tydperk van een maand as hy maandeliks besoldig word, met ingang van die datum van hervatting van sy lidmaatskap, op bystand geregtig as of sy lidmaatskap nie aldus beëindig was nie; Met dien verstande dat los diens van hoogstens twee weke in die nywerheid nie vir die toepassing van hierdie klousule as 'diens beskou word nie.

(c) Die Bestuurskomitee kan na goeddunke en in sekere omstandighede die tydperke van betaling van bystand aan 'n werknemer verleng.

(12) *Staking van bystand.*—Bystand uit die Fonds moet gestaak word wanneer die totale bedrag van die Fonds se beleggings, kontant in spaargeld, kontant op vaste deposito of deposito op aanvraag, kontant in die bank op lopende rekening en kontant in kas, tot onder die bedrag van R400 daal, en daarna kan bystand nie hervat word totdat sodanige totale bedrag tot R700 gestyg het nie.

(13) *Likwidasie.*—(a) Ingeval hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk, moet die Bestuurskomitee voortgaan om die Fonds te administreer totdat dit gelikwedeer of oorgedra word of met 'n ander fonds wat vir soortgelyke doeleindes as dié waarvoor die Fonds gestig is, saamgesmelt het, met dien verstande dat die Fonds gelikwedeer sal word tensy 'n ooreenkoms wat voorsiening maak vir die voortbestaan van die Fonds of vir die oordrag of samesmelting van die Fonds se gelde, soos reeds gemeld, binne ses maande van die datum waarop hierdie Ooreenkoms verstryk, aangegaan word.

(b) In the event of the dissolution of the Council or in the event of it ceasing to function in the period during which this Agreement is binding in terms of section thirty-four (2) of the Act, the Management Committee shall continue to administer the Fund and the members of the Committee existing at that date on which the Council ceases to function or is dissolved, shall be deemed to be members thereof for such purposes; provided, however, that any vacancy occurring in the Committee may be filled by the Registrar from employers or employees in the industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated in the manner set forth in paragraph (c), and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

(c) Upon liquidation of the Fund in terms of paragraph (a) the moneys remaining to the credit of the Fund after payment of all claims against the Fund including administration and liquidation expenses, shall be paid into the general funds of the Council.

31. 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 Johannesburg on behalf of the parties, this twentieth day of March, 1964.

J. N. PICKARD, *Chairman.*

C. J. HATTINGH, *Vice-Chairman.*

P. E. FARMER, *Secretary.*

(b) Ingeval van die ontbinding van die Raad of as dit ophou om gedurende die tydperk waartydens hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, te bestaan, moet die Bestuurskomitee voortgaan om die Fonds te administreer en die persone wat lede is van die komitee op die datum waarop die Raad ophou om te fungeer of ontbind word, word vir die doel as lede daarvan geag; met dien verstande egter dat die Registrateur 'n vakature wat in die komitee ontstaan uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, kan vul ten einde te verseker dat eweveel verteenwoordigers van die werkgewers en werknemers en plaasvervangers in die komitee dien. Ingeval so 'n komitee nie in staat is nie of onwillig is om sy pligte te vervul of 'n dooiepunt ontstaan wat die administrasie van die Fonds volgens die mening van die Registrateur onprakties of onswenslik maak, kan hy 'n kurator of kurators aanstel om die pligte van die komitee uit te voer en die kurator of kurators moet vir dié doel al die bevoegdhede van die komitee besit. Wanneer hierdie Ooreenkoms verstryk, moet die Fonds gelikwedeer word op die manier gemeld in paragraaf (c) en as die sake van die Raad by die verstryking van die Ooreenkoms reeds afgehandel en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet asof dit deel uitgemaak het van die algemene fondse van die Raad.

(c) Wanneer die Fonds ingevolge paragraaf (a) gelikwedeer word, moet die geld wat na die betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, in die krediet van die Fonds staan, in die fondse van die Raad gestort word.

31. ULTRA VIRES.

Indien enige bepaling van hierdie Ooreenkoms deur enige bevoegde geregshof *ultra vires* verklaar word, moet die orige bepalings van hierdie Ooreenkoms as die Ooreenkoms beskou word en vir die onverstreke tydperk van hierdie Ooreenkoms van krag bly.

Namens die partye op hede die Twintigste dag van Maart 1964 in Johannesburg onderteken.

J. N. PICKARD, *Voorsitter.*

C. J. HATTINGH, *Ondervoorsitter.*

P. E. FARMER, *Sekretaris.*

ANNEXURE A.

JOURNEYMAN'S CERTIFICATE.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

216 Diamond Exchange Building,
85 De Villiers Street,
Johannesburg.

Telephone 23-3898.

THIS IS TO CERTIFY that Mr. _____
(name in full)

is a recognised journeyman in the Jewellery and Precious Metal Industry at the trade of _____
having:

- (1) Served an apprenticeship or
- (2) served a period of learnership
- (3) been granted recognition by Council.

Issued by the Industrial Council for the Jewellery and Precious Metal Industry.

Designated Trades.

Mounting and Precious Metal Working (including Diamond Mounting).	Diamond and Jewel Setting.	Mounting and Precious Metal Working.	Engraving.

Signed: Chairman _____

Secretary _____

Date _____

AANHANGSEL A.

VAKMANSERTIFIKAAT.

NYWERHEIDSRAAD VIR DIE JUWEEL- EN EDELMETAALNYWERHEID.

Diamond Exchange-gebou 216,
De Villiersstraat 85,
Johannesburg.

Telefoon 23-3898.

Hiërby word gesertifiseer dat mnr. _____ (naam voluit)

erken is as 'n vakman in die Juweel- en Edelmetaalnywerheid in die ambag _____ nadat—

- (i) hy 'n vakleerlingskap deurloop het; of
- (ii) 'n tydperk van leerlingskap gedien het; of
- (iii) hy erkenning van die Raad verkry het.

(Skrap wat nie van toepassing is nie.)

Uitgereik deur die Nywerheidsraad vir die Juweel- en Edelmetaalnywerheid.

AANGEWESE AMBAGTE.

Bewerking van edelmetale en montering (met inbegrip van set van diamante).	Set van diamante en juwele.	Montering en bewerking van edelmetale.	Graveerwerk.

Gefeken: Voorsitter _____ Sekretaris _____

Datum _____

ANNEXURE B.

Surname _____ First name _____ No. _____

Identity No. _____

RECORD OF EXPERIENCE.

As at _____ 19 _____

Occupation _____ Period _____ Occupation _____ Period _____

SUBSEQUENT EXPERIENCE.

Name of Firm.	Classification on Engagement.	Date Started.	Wage on Engagement.		Date Ended.	Wage on Termination.		Classification on Termination.	Signature of Employer.
			R	c		R	c		

N.B.—Wages on Engagement—Termination.

Wages paid in excess of those prescribed not to be entered—but relevant column to be marked A.P.R. (above prescribed rates). On engagement, this card must be handed to the employer, who must fill in the first four columns. When employment is terminated, the employer must fill in the last four columns and return the card to the employee.

AANHANGSEL B.

Van _____ Voorname _____ No. _____
 Persoonsnommer _____
REKORD VAN ONDERVINDING.
 Soos op _____ 19 _____
 Werk. _____ Tydperk. _____ Werk. _____ Tydperk. _____

LATERE ONDERVINDING.

Naam van firma.	Waar ingedeel by indiensneming.	Datum van diensaanvaarding.	Loon by indiensneming.		Datum van diensbeëindiging.	Loon by diensbeëindiging.		Waar ingedeel by diensbeëindiging	Handtekening van werkgewer.
			R	c		R	c		

Let Wel.—Loon by Indiensneming—Diensbeëindiging.

Loon betaal benewens dié wat voorgeskryf word, moet nie ingeskryf word nie—maar die betrokke kolom moet B.V.L. (benewens voorgeskrywe loon) gemerk word.

Hierdie kaart moet by indiensneming aan die werkgewer oorhandig word wat dan die eerste vier kolomme moet invul.

Wanneer diens beëindig word, moet die werkgewer die laaste vier kolomme invul en die kaart dan aan die werknemer oorhandig.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

216 Diamond Exchange Building,
 85 De Villiers Street,
 Johannesburg.
 Date _____

Telephone 23-3898.

To _____ re: ANNUAL HOLIDAY LEAVE.

Herewith particulars of leave pay due in terms of section fourteen B of the Industrial Council Agreement:

PARTICULARS OF EMPLOYEE.

Name (in full) _____
 Address _____
 Weekly wages: R _____ Hourly rate: _____
 Proportionate leave pay due: _____
 From _____ to _____

No. of months..... × R.....:..... per month = R.....:.....
 No. of weeks..... × R.....:..... per week = R.....:.....
 No. of days..... × R.....:..... per day = R.....:.....

Pro-Rata A/c.

	R	c
Jan.....		
Feb.....		
March.....		
April.....		
May.....		
June.....		
C/f... R		

Amounts Paid.

	R	c
B/f.		
July.....		
Aug.....		
Sept.....		
Oct.....		
Nov.....		
Dec.....		

Leave pay due..... R.....:.....
 Plus Public Holidays..... R.....:.....
 Plus Contributions:
 Employer I.C.-S.B.F..... R.....:.....
 Amount Payable..... R.....:.....
 Less Pro-Rata A/c Paid.... R.....:.....

Balance Payable..... R.....:.....

Basis:

Leave Pay Months:
 1 to 4 months.....
 Over 4 months to 8.....
 Over 8 months to 12.....

Contributions Weeks.

1
2
3

Contributions.

Weeks at Total.

Industrial Council..... R.....:.....
 Sick Benefit Fund..... R.....:.....
 TOTAL..... R.....:.....

ANNUAL HOLIDAY LEAVE—3 WEEKS' PAY.

Proportionate Leave pay *monthly*—one quarter weeks' pay.
weekly—monthly leave pay × 3 divided by 13.
daily—weekly leave pay divided by 6.

FOR OFFICE USE ONLY.

Contributions: Employer. Employee. Total.
 Industrial Council.. R.....:.....
 Sick Benefit Fund.. R.....:.....
 TOTAL TO BE DEDUCTED..... R.....:.....

Amount Payable.
 Less I.C. and S.B.F..... R.....:.....
 LEAVE PAY DUE..... R.....:.....

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE JUWEEL- EN EDELMETAALNYWERHEID.

Diamond Exchange-gebou 216,
De Villiersstraat 85,
Johannesburg.

Foon 23-3898.

Datum _____

Aan _____

insake: JAARLIKSE VAKANSIEVERLOF.

Hiermee besonderhede van verlofbetaling betaalbaar ingevolge artikel veertien B van die Nywerheidsraadooreenkoms:
BESONDERHEDE VAN WERKNEMER.

Naam (voluit) _____

Adres _____

Weeklikse loon: R _____

Uurloon: _____

Proporsionele verlofbetaling betaalbaar:

Van _____ tot _____

Getal maande..... × R _____ : per maand = R _____ :
Getal weke..... × R _____ : per week = R _____ :
Getal dae..... × R _____ : per dag = R _____ :

Pro-rata rekening.

Bedrae betaal.

	R	c	O/g.	R	c
Jan.....			Julie.....		
Feb.....			Aug.....		
Maart.....			Sept.....		
April.....			Okt.....		
Mei.....			Nov.....		
Junie.....			Des.....		
B/o..... R					

Verlofbetaling verskuldig... R _____ :
Plus openbare vakansiedae R _____ :
Plus bydraes: _____ :
Werkgewer N.R.-s.b.f... R _____ :
Bedrag betaalbaar..... R _____ :
Min pro-rata rekening betaal R _____ :

Saldo betaalbaar..... R _____ :

Basis:	Verlofbetaling maande:	Bydraes weke.	Bydraes.	Weke by Totaal.
	1 to 4 maande.....	1		
	Oor 4 maande tot 8.....	2	Nywerheidsraad.....	R _____ :
	Oor 8 maande tot 12.....	3	Siektebystandfonds.....	R _____ :
			TOTAAL.....	R _____ :

ANNEXURE D.

[Clause 15 (4).]

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

Name of employer _____

Name of employee _____

Date of pay day _____

	R	c
Ordinary hours (_____ hours).....		
Overtime: _____ hours at _____ per hour.....		
_____ hours at _____ per hour.....		
Annual holiday leave.....		
Payment in lieu of notice.....		
Less authorised deductions—		
Industrial Council.....		
Sick Benefit Fund.....		
Unemployment Insurance.....		
Union Fees.....		
NET AMOUNT OF PAY ENCLOSED.....	R	

AANHANGSEL D.

[Klousule 15 (4).]

NYWERHEIDSRAAD VIR DIE JUWEEL- EN EDELMETAALNYWERHEID.

Naam van werkgewer.....

Naam van werknemer.....

Datum van betaaldag.....

	R	c
Gewone ure (.....uur).....		
Oortyd:uur teen..... per uur.....		
.....uur teen..... per uur.....		
Jaarlikse vakansieverlof.....		
Besoldiging in plaas van voorafgaande diensopsegging.....		

Min goedgekeurde aftrekkings—

	R	c
Nywerheidsraad.....		
Siektebystandfonds.....		
Werkloosheidversekering.....		
Vakvereniginggeld.....		

NETTO BEDRAG VAN INGESLOTE BESOLDIGING.....R

ANNEXURE F.

JEWELLERS' AND GOLDSMITHS' UNION.

Cheques payable to:

P.O. Box 8350, Johannesburg.

Phone 23-5249.

415 Empire Buildings,

Kruis Street,

Johannesburg.

Date.....

RETURN OF CONTRIBUTIONS.

Name of Firm..... Address..... Phone.....
 Contributions for Month of..... 19..... Period from..... to..... No. of weeks.....

NAME IN FULL (in Block letters).		EMPLOYEES.		Classification of Employee.	WAGES.		ATTENDANCES—WEEKS.						TRADE UNION.		
Surname.	First Name.	Com-menced.	Left.		R	c	1st.	2nd.	3rd.	4th.	5th.	Total Weeks.	X.	Per Week.	Total.
													X	cents.	R c
													X		
													X		
TOTAL.....															

JEWELLERS' AND GOLDSMITHS' UNION.
SCALE OF CONTRIBUTIONS

	Total Wage. Weekly.	Weekly Contribution. Per Week.	T.U.....	R.....
Members earnings up to.....	7.02½	5		
Members earnings more than R7.02½ up to.....	12.00	7½		
Members earnings more than R12.00 up to.....	17.65	12½		
Members earnings more than R17.65 up to.....	22.80	15		
Members earnings more than R22.80 up to.....	28.00	25		
Members earnings more than R28.00 up to.....	32.00	55		
Members earnings more than R32.00 up to.....	40.00	60		
Members earnings more than R40.00 up to.....	50.00	65		
Members earnings more than R50.00 up to.....	60.00	70		
Over.....	60.00	75		
January..... 5	May..... 4	September... 4		
February..... 4	June..... 4	October..... 5		
March..... 4	July..... 5	November... 4		
April..... 5	August..... 4	December... 4		

making a total of 52 weekly contributions for the year.

"Remittance of Contributions" shall be made for each calendar month by the 10th of the following month—Duplicate as checked will be returned.

AANHANGSEL F.

Tjeks betaalbaar aan:

JEWELLERS' AND GOLDSMITHS' UNION.

Posbus 8530, Johannesburg.
Telefoon 23-5249.

Empiregebou 415,
Kruisstraat,
Johannesburg.
Datum

OPGAWES VAN BYDRAES.

Naam van firma
Adres
Bydraes vir die maand 19 Tydperk vanaf tot Telefoon Getal weke

NAAM VOLUIT (in blokletters).		WERKNEMERS.		Indeling van werknemer.	Lone.		BYWONING—WEEK.						VAKVERENIGING.		
Familienaam.	Voornaam.	Begin.	Vertrek.				1ste.	2de.	3de.	4de.	5de.	Totale getal weke.	X	Per week.	Totaal.
					R	c							X	c	R c
													X		
													X		
TOTAAL.....															

JEWELLERS' AND GOLDSMITHS' UNION.
BYDRAESKAAL.

	Totale weekloon.	Weeklikse Bydrae. Per week.	Vakvereniging..... R
Lede verdien tot en met.....	7.2½	5	
Lede verdien meer as R7.2½ tot en met.....	12.00	7½	
Lede verdien meer as R12.00 tot en met.....	17.65	12½	
Lede verdien meer as R17.65 tot en met.....	22.80	15	
Lede verdien meer as R22.80 tot en met.....	28.00	25	
Lede verdien meer as R28.00 tot en met.....	32.00	55	
Lede verdien meer as R32.00 tot en met.....	40.00	60	
Lede verdien meer as R40.00 tot en met.....	50.00	65	
Lede verdien meer as R50.00 tot en met.....	60.00	70	
Lede verdien meer as R60.00.....		75	
Januarie..... 5 Mei..... 4 September..... 4			
Februarie..... 4 Junie..... 4 Oktober..... 5			
Maart..... 4 Julie..... 5 November..... 4			
April..... 5 Augustus..... 4 Desember..... 4			

wat die totaal op 52 weeklikse bydraes vir die jaar te staan bring.

Vir elke kalendermaand moet bydraes teen die 10de van die volgende maand ingestuur wees. Na kontrolering sal die duplikaat teruggestuur word.

ANNEXURE G.

THE SECRETARY, INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

216 Diamond Exchange Building,
85 De Villiers Street,
Johannesburg.

Telephone 23-3898.

Date

RETURN OF CONTRIBUTIONS TO THE INDUSTRIAL COUNCIL.

Name of Firm and Address Phone
Contributions for the Month of 19 Period from to No. of Weeks

NAME IN FULL (in Block Letters).		EMPLOYEES.		Classification of Employee and Bantu's Reference Book No.	WEEKLY WAGES.		ATTENDANCES—WEEKS.						EMPLOYEE CONTRIBUTION.		
Surname.	First Name.	Commenced.	Left.				1st.	2nd.	3rd.	4th.	5th.	Total Weeks.	X.	Per Week.	Total.
					R	c							X	c	R c
													X		
													X		
TOTAL R															

N.B.—Under columns headed "Employees Commenced—Left" please state date of new engagement or termination of employment occurring during month of this return.

Contributions to Council Funds:

Amount of Ordinary Weekly Wages.	Amount of Weekly Contributions to be Deducted.			Proportionate Annual Leave. Applicable Jan.-Sept. (both months inclusive) = 40% gross weekly wage. Total Gross Weekly Wage R _____ 40% = R _____	SUMMARY.	R c
	Em- ployee.	Em- ployer.	Total.			
Up to and including R5...	2½	2½	5	Employers, Organisation Sub- scriptions.	Employee Contribution.....	_____
R5.01 and including R7	7½	7½	15	1 to 4 persons employed R1.05	Employer Contribution.....	_____
R7.01 and including R9	7½	7½	15	5 to 8 persons employed	Plus Employers' Flat Rate..	1.00
R9.01 and including R11	10	10	20	R1.57½.....	Proportionate Annual Leave	_____
R11.01 and including R13	10	10	20	9 and more persons employed	Employers' Organisation Sub- scriptions.....	_____
R13.01 and including R15	12½	12½	25	R2.10.....	TOTAL (for which cheque herewith).....	_____
R15.01 and including R17	12½	12½	25	"Remittance of Contributions" shall be made for each calendar month by the 10th of the following month.	Duplicate as checked will be returned. Employers, Organisation—Please in- clude subscription applicable.	_____
R17.01 and including R19	15	15	30	Monthly wages and contributions = 4½ times the weekly.		_____
R19.01 and including R21	15	15	30	January..... 5 April..... 5 July..... 5 October..... 5		_____
R21.01 and including R23	17½	17½	35	February.... 4 May..... 4 August..... 4 November... 4		_____
R23.01 and including R25	17½	17½	35	March..... 4 June..... 4 September... 4 December... 4		_____
R25.01 and including R27	20	20	40	making a total of 52 weekly contributions for the year.		_____
R27.01 and including R29	20	20	40			_____
R29.01 and including R31	22½	22½	45			_____
Over R31.....	25	25	50			_____

AANHANGSEL G.

DIE SEKRETARIS, NYWERHEIDSRaad VIR DIE JUWEELE EN EDELMETAALNYWERHEID.

Telefoon 23-3898.

Diamond Exchange-gebou 216,

De Villiersstraat 85,

Johannesburg.

Datum _____

OPGAWE VAN BYDRAES AAN DIE NYWERHEID.

Naam van firma en adres _____ Telefoon _____
 Bydraes vir die maand _____ 19 _____ Tydperk van _____ tot _____ Getal weke _____

NAAM VOLUIT (in blokletters).		WERKNEMERS.		Indeling van werknemer en Bantoe se verwys-boek-nommer.	Weekloon.		BYWONINGS—WEKE.						BYDRAE DEUR WERKNEMERS.		
Familienaam.	Voornaam.	Begin.	Vertrek.		R	c	1e.	2e.	3e.	4e.	5e.	Totale aantal weke.	X	Week- liks.	Totaal.
													X	c	R c
													X		
													X		
													X		
TOTAAL R													TOTAAL...R		

L.W.—Onder kolomme: Werknemers Begin—Vertrek: meld asseblief datum van nuwe diensaanvaarding of diensbeëindiging wat gedurende maand van hierdie opgaawe voorkom.

Nywerheidsraad Afrekkings is:—

Bedrag van Gewone Weekloon.	Bedrag van weeklikse bydraes wat afgetrek moet word.			Proorsionele Jaarlikse Verlof. Van toepassing Jan.-Sept. (met inbegrip van albei maande) = 40% van bruto weekloon Totale Bruto Weekloon R _____ 40%..... R _____ Bydraes deur Werkgewersorganisasie. 1 tot 4 persone in diens R1.05 _____ 5 tot 8 persone in diens R1.57½ _____ 9 en meer persone in diens R2.10.....	OPSOMMING.	R c
	Werk-nemer.	Werk-gewer.	Totaal.			
Tot en met R5.....	2½	2½	5	Bydraes vir elke kalendermaand moet teen die 10de van die volgende maand opgestuur wees.	Werknemers se Bydrae.....	_____
R5.01 tot en met R7.....	7½	7½	15	Maandlone en bydraes = 4½ maal die weeklikse.	Werkgewer se Bydrae.....	_____
R7.01 tot en met R9.....	7½	7½	15	Januarie.... 5 Mei..... 4 September.... 4	Plus werkgewer se uniforme tarief.....	1.00
R9.01 tot en met R11....	10	10	20	Februarie.... 4 Junie..... 4 Oktober..... 5	Proporsionele jaarlikse verlof	_____
R11.01 tot en met R13....	10	10	20	Maart..... 4 Julie..... 5 November.... 4	Werkgewersorganisasie lede-geld.....	_____
R13.01 tot en met R15....	12½	12½	25	April..... 5 Augustus..... 4 Desember.... 4	Totaal (waarvoor tjek hierby).....	R _____
R15.01 tot en met R17....	12½	12½	25	wat 'n totaal van 52 weeklikse bydraes vir die jaar bedra.	Duplikaat sal na kontrolering teruggestuur word. Werkgewersorganisasie geliewe ledegeld in te sluit.	_____
R17.01 tot en met R19....	15	15	30			_____
R19.01 tot en met R21....	15	15	30			_____
R21.01 tot en met R23....	17½	17½	35			_____
R23.01 tot en met R25....	17½	17½	35			_____
R25.01 tot en met R27....	20	20	40			_____
R27.01 tot en met R29....	20	20	40			_____
R29.01 tot en met R31....	22½	22½	45			_____
Bo R31.....	25	25	50			_____

ANNEXURE H.
[Clause twenty-six (5).]

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS-METAL INDUSTRY.

216 Diamond Exchange Building,
85 De Villiers Street,
Johannesburg.

Telephone 23-3898.

LICENCE OF EXEMPTION No. _____

Issued in terms of clause twenty-six of the Industrial Agreement for the Jewellery and Precious Metal Industry published under Government Notice No. _____ in Government Gazette Extraordinary No. _____ on the _____ day of _____ 19____

This is to certify that the Industrial Council has granted an exemption from the provisions of section _____ of the said Industrial Agreement to: _____

(Name and address of person to whom exemption is granted.)

during the period from and including the _____ day of _____ 19____, up to and including the _____ day of _____ 19____, subject to the following conditions: _____

(Here state the conditions subject to which the exemption is granted.)

N.B.—Attention is drawn to sub-section (4) of clause twenty-six of the said Agreement which provides:—

“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.”

Dated the _____ day of _____ 19____.

Secretary to the Council.

AANHANGSEL H.
[Artikel ses-en-twintig (5).]

NYWERHEIDSRAAD VIR DIE JUWEEL- EN EDELMETAALNYWERHEID.

Diamond Exchange-gebou 216,
De Villiersstraat 85,
Johannesburg.

Telefoon: 23-3898.

VRYSTELLINGSERTIFIKAAT No. _____

Uitgereik op hede die _____ dag van _____ 19____, ingevolge artikel ses-en-twintig van die Nywerheids-ooreenkoms vir die Juweel- en Edelmetaalnywerheid, gepubliseer by Goewermentskennisgewing No. _____ in Buitengewone Staatskoerant No. _____

Hierby word gesertifiseer dat die Nywerheidsraad aan _____ (naam en adres van persoon aan wie vrystelling verleen word)

vrystelling verleen het van die bepalings van artikel _____ van genoemde Nywerheidsooreenkoms gedurende die tydperk van die _____ dag van _____ 19____, tot en met die _____ dag van _____ 19____, onderworpe aan die volgende voorwaardes: _____

(meld hier die voorwaardes waarop die vrystelling verleen word.)

N.B.—Die aandag word gevestig op subartikel (4) van artikel ses-en-twintig van genoemde Ooreenkoms wat as volg bepaal:—

„As die Raad dit nodig ag, kan hy, nadat die betrokke persoon of persone een week vooraf skriftelik daarvan in kennis gestel is, ’n vrystellingsertifikaat intrek, selfs al het die tydperk waarvoor dit toegestaan is, nog nie verstryk nie.”

Gedateer, op hede die _____ dag van _____ 19____.

Sekretaris van die Raad.

ANNEXURE I.

Cheques payable to:

TRANSVAAL JEWELLERS' AND GOLDSMITHS' UNEMPLOYMENT BENEFIT FUND.

P.O. Box 8530, Johannesburg.
Phone 23-5249.

415 Empire Buildings,
Kruis Streer,
Johannesburg.
Date _____

RETURN OF CONTRIBUTIONS.

Name of Firm _____ Address _____ Phone _____
Contributions for Month of _____ 19____ Period from _____ to _____ No. of weeks _____

NAME IN FULL (in block letters).		EMPLOYEES.		Classifi- cation of Employee.	WAGES.		ATTENDANCES—WEEKS.						X.	U.B.F.			
Surname.	First Name.	Com- menced.	Left.				1st.	2nd.	3rd.	4th.	5th.	Total Weeks.		Per Week.	Total.		
					R	c							X	c	R	c	
													X				
													X				

UNEMPLOYMENT BENEFIT FUND.

January..... 5 May..... 4 September... 4
February..... 4 June..... 4 October..... 5
March..... 4 July..... 5 November... 4
April..... 5 August..... 4 December... 4

making a total of 52 weekly contributions for the year.

“Remittance of Contributions” shall be made for each calendar month by the 10th of the following month. Duplicate as checked will be returned.

MEMBERS, AFRICANS ONLY.
Employees' Weekly Wage.
Employees earning up to but not exceeding R10.50.

Employer U.B.F.... R _____

TOTAL OF CHEQUE R _____

Employee. Nil Contributions. Employer. 7½c Total. 7½c

AANHANGSEL I.

Tjeks betaalbaar aan:

WERKLOOSHEIDBYSTANDFONDS VAN DIE TRANSVAALSE JUWELIERS- EN GOUDSMEDDE.

Posbus 8530, Johannesburg.
Telefoon 23-5249.Empiregebou 415,
Kruisstraat,
Johannesburg.
Datum _____

OPGAWE VAN BYDRAES.

Naam van firma _____ Adres _____
 Telefoon _____ Bydraes vir die maand _____
 Tydperk vanaf _____ tot _____ Getal weke _____

NAAM VOLUIT (in blokletters).		WERKNEMERS.		Indeling van werk- nemer.	Lone.		BYWONINGSWEKE.						X	W.B.F.		
Familienaam.	Voornaam.	Begin.	Vertrek.				1e.	2e.	3e.	4e.	5e.	Totale aantal weke.		Per week.	Totaal.	
					R	c						X	c	R	c	
												X				
												X				

WERKLOOSHEIDBYSTANDFONDS.

Januarie..... 5 Mei..... 4 September..... 4
 Februarie..... 4 Junie..... 4 Oktober..... 5
 Maart..... 4 Julie..... 5 November..... 4
 April..... 5 Augustus..... 4 Desember..... 4

LEDE, BANTOES ALLEEN. W.B.F. van werkgever R _____
 Weeklikse loon van werknemers. _____
 Werknemers se loon wat nie R10.50 te bowe gaan nie. TOTAAL—TJEK..... R _____

wat die totaal op 52 weeklikse bydraes vir die jaar te staan bring.

Vir elke kalendermaand moet bydraes teen die 10e van die volgende maand ingestuur wees. Na kontrolering sal die duplikaat teruggestuur word.

Werknemer. Bydraes. Totaal.
 Nul. 7½c 7½c

ANNEXURE J.

[Clause 30 (10) (a), (b), (c), (d).]

TRANSVAAL JEWELLERS' AND GOLDSMITHS' UNEMPLOYMENT BENEFIT FUND.

EMPLOYEES' RECORD CARD.

Information to be inserted by the employer in respect of employees as defined in clause thirty (4) (a) of the Agreement.

Employee's surname _____
(in block letters)Employee's Christian names _____
(in block letters)

Service contract No. _____

Exemption certificate No. _____

Tax identity No. _____

Occupation _____

Employees defined as above desiring to apply for Unemployment Benefits should present this card at the office of the Secretary to the Fund, Klamson House, 151 Commissioner Street, Johannesburg, within two days of termination of employment with their ex-employer.

(Back of Annexure J.)

No. of Applicant _____

Name of Employer.	Address of Employer.	Date of Engagement.	Date of Termination of Employment.	Group 1.		Group 2.		Group 3.		Employment Terminated by Reason of.*	I Certify that the Information Furnished is True. (Signature of Employer.)
				From.	To.	From.	To.	From.	To.		

FOR USE OF SECRETARY ONLY.

*Insert whichever of the following numbers is applicable.

1. Resignation.....
2. Reduction of staff.....
3. Ill health.....
4. Trade dispute.....
5. Other (whichever is applicable).....

Period.		Benefits Paid.		Initials of Paying Officer.
From.	To.	Amount.		

AANHANGSEL J

[Klousule 30 (10) (a), (b), (c) (d).]

WERKLOOSHEIDBYSTANDFONDS VAN DIE TRANSVAAL JEWELLERS' AND GOLDSMITHS' UNION

WERKNEMERSREKORDKAART.

Inligting wat die werkgever moet vermeld ten opsigte van werknemers soos omskryf in artikel dertig (4) (a) van die Ooreenkoms.
Werknemer se van _____ (in blokletters)

Werknemer se voorname _____ (in blokletters)

Dienskontrakno. _____

Vrystellingstifikaatno. _____

Belastingaanwysingsno. _____

Beroep _____

Werknemers, soos hierbo omskryf, wat om werkloosheidbystand aansoek wil doen, moet hierdie kaart by die kantoor van die Sekretaris van die Fonds, Klamsonhuis, Commissionerstraat 151, Johannesburg, binne twee dae na beëindiging van hul diens by hul vorige werknemer, toon:—

(Keersy van Aanhangel I.)

No. van applikant _____

Naam van werkgever.	Adres van werkgever.	Datum van indiens- treding.	Datum van beein- diging van diens.	Groep 1.		Groep 2.		Groep 3.		Diens beëindig weens.*	Ek sertifiseer dat die inligting verstrek, waar s. (Handtekening van werkgever.)
				Van.	Tot.	Van.	Tot.	Van.	Tot.		

SLEGS VIR GEBRUIK DEUR SEKRETARIS.

*Voeg in watter een van die volgende nommers van toepassing is.

1. Bedanking.....
2. Vermindering van personeel.....
3. Swak gesondheid.....
4. Bedryfsgeskil.....
5. Ander (watter een ook al van toepassing is).....

Tydperk.		Bystand betaal.		Voorletters van betaalbeampte.
Van.	Tot.	Bedrag.		

No. R. 776.]

[22 May 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

JEWELLERY AND PRECIOUS METAL INDUSTRY, TRANSVAAL AND DURBAN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, 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, published under Government Notice No. R. 775 of the 22nd May, 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.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 776.]

[22 Mei 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

JUWELIERSWARE- EN EDELMETAALNYWERHEID, TRANSVAAL EN DURBAN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, 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 Juwerliersware- en Edelmetaalnywerheid, gepubliseer by Goewermmentskennisgewing No. R. 775 van 22 Mei 1964, oor die algemeen vir persone wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gelyk word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 777.]

[22 May 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,
TRANSSVAAL AND DURBAN.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-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, published under Government Notice No. R. 775 of the 22nd May, 1964.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 778.]

[22 May 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

INDUSTRIAL COUNCIL FOR THE JEWELLERY
AND PRECIOUS METAL INDUSTRY.

CANCELLATION OF GOVERNMENT NOTICE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-section (5) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. 917 of the 28th June, 1963, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 777.]

[22 Mei 1964.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OOR-
LOGSMAATREËL No. 43 VAN 1942, SOOS,
GEWYSIG.

JUWELIERSWARE- EN EDELMETAALNYWER-
HEID, TRANSVAAL EN DURBAN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie *vier* van die regulasies wat by Oorlogsmaatreël 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 Edelmetaalnywerheid wat by Goewermentskennisgewing No. R. 775 van 22 Mei 1954 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 778.]

[22 Mei 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

NYWERHEIDSVERSOENING VIR DIE JUWELIERSWARE-
EN EDELMETAALNYWERHEID.

INTREKING VAN GOEWERMENTS KENNIS-
GEWING.

Namens die Minister van Arbeid, trek ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (5) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermentskennisgewing No. 917 van 28 Junie 1963 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing in.

M. VILJOEN,
Adjunk-minister van Arbeid.

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Buy National Savings Certificates
Koop Nasionale Spaarsertifikate

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 Certificates.

OPEN AN ACCOUNT TODAY!

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!

POSTAGE RATES

TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail).....	2½c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail).....	1½c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	2½c each.
Printed papers.....	1c for first 2 oz.; ½c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.

PARCELS (SURFACE MAIL)

Ordinary Parcels:

(a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa)	Up to 8 oz..... 5c Above 8 oz. up to 2 lb..... 10c Above 2 lb. up to 7 lb..... 30c Above 7 lb. up to 11 lb..... 60c Above 11 lb. up to 22 lb..... 110c
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(b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa	Up to 8 oz..... 5c Above 8 oz. up to 1 lb..... 7c For every additional lb. or fraction thereof 7c
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For Basutoland, Swaziland, Mozambique.....	7c per lb.
For Bechuanaland Protectorate	7c per lb. (Kazungula 16c per lb.).
Parcels (agricultural).....	2½c per lb.
Parcels (air mail).....	10c per ½ lb.
*Cash on delivery fees.....	For trade charges up to and including R2..... 15c For each additional R2 or part thereof..... 2½c

†Parcel insurance fees.....	Fee Limits of compensation. 5c R10 6c R20 Plus 1c for each additional R20 or part thereof up to a maximum of R400.
Registration fee.....	5c per article.
Express delivery fees.....	Handling charge... 5c Delivery charge 5c per mile or part of a mile.

N.B.—The postage rates on letters, postcards, aerogrammes, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Cameroun, Republic of; Congo, Republic of (Leopoldville); French Equatorial Africa (Gabon, Republic of; Congo, Republic of (Brazzaville); Central African Republic; Chad, Republic of; Kenya; Madagascar; Mozambique; Northern Rhodesia; Nyasaland; Rwanda; South West Africa; Southern Rhodesia; Swaziland; Tanganyika; Uganda] are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Mozambique, Northern Rhodesia, Nyasaland, Southern Rhodesia, Tanganyika and Uganda.

† An insured parcel service is also available to Southern Rhodesia, Northern Rhodesia and Nyasaland. Parcels for this destination cannot, however, be insured for more than R120.

POSTARIEWE

NA BESTEMMINGS IN SUID-AFRIKA

Briewe (landpos).....	2½c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaaië.....	½c per 4 onse per eksemplaar. Maksimum gewig per pakkie, 1 lb.
Monsters.....	1c per 2 onse.

PAKKETTE (LANDPOS)

Gewone pakkette:

(a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika).	Tot 8 onse..... 5c Bo 8 onse tot 2 lb. 10c Bo 2 lb. tot 7 lb.. 30c Bo 7 lb. tot 11 lb. 60c Bo 11 lb. tot 22 lb. 110c
(b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika:	Tot 8 onse..... 5c Bo 8 onse tot 1 lb. 7c Vir elke bykomende lb. of gedeelte daarvan..... 7c

Vir Basoetoland, Swaziland, Mosambiek.....	7c per lb.
Betsjoeanaland-protectoraat.	7c per lb. (Kazungula 16c per lb.).
Pakkette (landbou).....	2½c per lb.
Pakkette (lugpos).....	10c per ½ lb.
*K.B.A.-geld.....	Vir handelsbedrae tot en met R2..... 15c Vir elke bykomende R2 of gedeelte daarvan..... 2½c

†Pakketversekeringsgeld.....	Versekerings- gelde. Maksimum vergoeding. 5c R10 6c R20 Plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.
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Registrasiegeld.....	5c per posstuk.
Spoebestelgeld.....	Hanteerksoste..... 5c Afleringskoste 5c per myl of gedeelte daarvan.

L.W.—Die postariewe op briewe, poskaarte, lugbriewe, drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika [Angola; Basoetoland; Betsjoeanaland-protectoraat; Burundi; Frans-Ekwatoriaal-Afrika (Gaboen, Republiek; Kongo, Republiek (Brazzaville); Sentraal-Afrika, Republiek; Tsaad, Republiek; Kameroen, Republiek); Kenja; Kongo, Republiek (Leopoldstad); Madagaskar; Mosambiek; Noord-Rhodesië; Njassaland; Rwanda; Suid-Rhodesië; Suidwes-Afrika; Swaziland; Tanganjika; Uganda] is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Mosambiek, Noord-Rhodesië, Njassaland, Suid-Rhodesië, Tanganjika en Uganda.

† 'n Versekerde pakkediens is ook beskikbaar na Suid-Rhodesië, Noord-Rhodesië en Njassaland. Pakkette vir dié bestemming kan egter nie vir meer as R120 verseker word nie.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate