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# STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

## REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3354

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### GOEWERMENSKENNISGEWINGS

#### DEPARTEMENT VAN MANNEKRAG

R.2754]

[30 Desember 1981

#### WET OP ARBEIDSVERHOUDINGE, 1956

#### OFTALMIESE OPTIESE VERVAARDIGINGSNYWERHEID

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Oftalmiese Optiese Vervaardigingsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1982 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; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 8 (2) (e), 27, 28 en 32, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1982 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 gebiede gespesifieer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA  
Minister van Mannekrag

### GOVERNMENT NOTICES

#### DEPARTMENT OF MANPOWER

R.2754]

[30 December 1981

#### LABOUR RELATIONS ACT, 1956

#### OPHTHALMIC OPTICAL MANUFACTURING INDUSTRY

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Ophthalmic Optical Manufacturing Industry shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1982, 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; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 8 (2) (e), 27, 28 and 32, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1982, 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 areas specified in clause 1 (1) (b) of the said Agreement.

S. P. BOTHA  
Minister of Manpower

## BYLAE

NYWERHEIDSRAAD VIR DIE OFTALMIESE OPTIESE  
NYWERHEID

## OOREENKOMS

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

South African Ophthalmic Optical Manufacturers' Association (hierna „die werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Optical Workers' Union (hierna „die werknemers” of „vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Suid-Afrikaanse Oftalmiese Optiese Nywerheid.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Oftalmiese Optiese Nywerheid nagekom word—

- (a) deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle werknemers wat lede is van die vakvereniging wat onderskeidelik betrokke is by of in diens is in dié Nywerheid en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word;
- (b) in die landdrosdistrik Johannesburg (uitgesonderd dié gedeeltes van die landdrosdistrik Johannesburg wat voor die publikasie van Goewermentskennisgewings 2448 van 3 Desember 1954, 521 van 18 Maart 1955, 1383 van 11 September 1964, 1618 van 2 Oktober 1970 en 871 van 26 Mei 1972 binne die landdrosdistrikte Roodepoort, Kempton Park en Germiston gevall het, maar met inbegrip van dié gedeeltes van die landdrosdistrikte Kempton Park en Randburg wat voor die publikasie van Goewermentskennisgewings 553 van 29 Maart 1956 en 2152 van 22 November 1974 binne die landdrosdistrik Johannesburg gevall het), die landdrosdistrik van Die Kaap (uitgesonderd dié gedeelte van die landdrosdistrik van Die Kaap wat voor die publikasie van Goewermentskennisgewing 1559 van 24 Oktober 1958 binne die landdrosdistrik Wynberg gevall het) en die landdrosdistrik Durban (uitgesonderd dié gedeelte van die landdrosdistrik Durban wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi gevall het, maar met inbegrip van dié gedeelte van die landdrosdistrik Pinetown wat voor die publikasie van Goewermentskennisgewing 188 van 17 Februarie 1967 binne die landdrosdistrik Durban gevall het).

(2) Nieteenstaande die bepalings van subklousule (2), is die bepalings van hierdie Ooreenkoms van toepassing slegs op werknemers vir wie lone in die Ooreenkoms voorgeskryf word.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet bepaal en bly van krag vir die tydperk wat op 30 November 1982 eindig, of dié tydperk wat hy vasstel.

## 3. WOORDOMSKRYWING

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

„Wet” die Wet op Nywerheidsversoening, 1956;

„ambagsman” 'n werknemer wat werk doen wat in die reël deur 'n geskoold ambagsman verrig word, en by die toepassing van hierdie omskrywing beteken die uitdrukking „geskoold ambagsman” iemand wat sy leertyd uitgedien het in 'n bedryf wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registratore van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur genoemde Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (5) van genoemde Wet;

„assistent-voorman” 'n werknemer wat onder die algemene toesig van 'n voorman enige van die pligte van 'n voorman verrig, en wat namens hom kan optree gedurende sy tydelike afwesigheid: Met dien verstande dat geen assistent-voorman deur 'n werkewer in diens geneem mag word nie tensy hy 'n voorman in sy diens het;

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE OPHTHALMIC OPTICAL MANUFACTURING INDUSTRY

## AGREEMENT

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

South African Ophthalmic Optical Manufacturers' Association (hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

Optical Workers' Union (hereinafter referred to as the “employees” or the “trade union”), of the other part, being the parties to the Industrial Council for the Ophthalmic Optical Manufacturing Industry.

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Ophthalmic Optical Manufacturing Industry—

- (a) by all employers who are members of the employers’ organisation and by all employees who are members of the trade union, who are respectively engaged or employed in that Industry;
- (b) in the Magisterial District of Johannesburg (excluding those portions of the Magisterial District of Johannesburg which, prior to the publication of Government Notices 2448 of 3 December 1954, 521 of 18 March 1955, 1383 of 11 September 1964, 1618 of 2 October 1970 and 871 of 26 May 1972, fell within the Magisterial Districts of Roodepoort, Kempton Park and Germiston, but including those portions of the Magisterial Districts of Kempton Park and Randburg which, prior to the publication of Government Notices 553 of 29 March 1956 and 2152 of 22 November 1974, fell within the Magisterial District of Johannesburg), the Magisterial District of the Cape (excluding that portion of the Magisterial District of the Cape which, prior to the publication of Government Notice 1559 of 24 October 1958, fell within the Magisterial District of Wynberg) and the Magisterial District of Durban (excluding that portion of the Magisterial District of Durban which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi, but including that portion of the Magisterial District of Pinetown which, prior to the publication of Government Notice 188 of 17 February 1967, fell within the Magisterial District of Durban).

(2) Notwithstanding the provisions of subclause (1) the provisions of this Agreement shall apply only to employees for whom wages are prescribed in the Agreement.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for the period ending 30 November 1982, or for such period as may be determined by him.

## 3. DEFINITIONS

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

“Act” means the Industrial Conciliation Act, 1956;

“artisan” means an employee who is engaged in work normally performed by a skilled artisan, and for the purposes of this definition the expression “skilled artisan” means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or holds a certificate of proficiency issued to him by the Registrar of Apprenticeships in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act;

“assistant foreman” means an employee who, under the general supervision of a foreman, performs any of the duties of a foreman and who may act for him during his temporary absence: Provided that no assistant foreman shall be employed by an employer unless he has in his employ a foreman;

,,eethuistoesighouer" 'n werknemer wat toesig hou oor die kookwerk, bediening en ander pligte wat daarmee gepaard gaan, in 'n eethuis verversingskamer, kafeteria of ander afdeling betrokke by die verskaffing van maaltye of ander verversings aan personeellede, maar nie 'n private spysenier wat onder kontrak met 'n werkgever onderneem om sodanige dienste onafhanklik te lever nie;

,,los werknemer" 'n werknemer wat hoogstens drie dae per week in diens van dieselfde werkgever staan;

,,onderbaas" 'n werknemer wat verantwoordelik is vir toesig oor die werk van werknemers graad I en/of graad II: Met dien verstande dat hy nie oor meer as 15 werknemers toesig moet hou nie, ongeag of almal van dieselfde klas is;

,,Raad" of „Nywerheidsraad" die Nywerheidsraad vir die Oftalmiese Optiese Nywerheid;

,,drywer van 'n motorvoertuig" 'n werknemer, behalwe 'n drywer van 'n motorfiets, bromponie, motordriewiel of gemotoriseerde fiets, wat 'n motorvoertuig dryf, en vir die toepassing van hierdie woordomskrywing, sluit „,n motorvoertuig dryf" alle tydperke gewy aan die dryf van die voertuig en enige tyd deur die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke waartydens hy verplig is om op sy pos te bly gereed om te dryf;

,,drywer van 'n motorfiets" 'n werknemer wat werk verrig as drywer van 'n motorfiets, bromponie, motordriewiel of 'n gemotoriseerde fiets;

,,noodwerk" werk wat weens oorsake soos byvoorbeeld brand, storms, ongeluk, epidemie, geweldaad, diefstal of onklaarraking van masjinerie sonder versuum verrig moet word;

,,bedryfsinrigting" 'n perseel in verband waarmee een of meer werknemers werkzaam is in die Oftalmiese Optiese Nywerheid soos hierna omskryf;

,,voorman" 'n werknemer wat aan die hoof staan van die werknemers in 'n bedryfsinrigting of 'n afdeling van 'n bedryfsinrigting, wat beheer oor sodanige werknemers uitoefen en wat daarvoer verantwoordelik is dat sodanige werknemers hul pligte op 'n doeltreffende wyse verrig;

,,werknemer graad I" 'n werknemer wat—

- (a) minder as sewe van die werkzaamhede verrig wat onder „optiese werktuigkundige" gelys word; of
- (b) een of meer van die volgende werkzaamhede verrig:
  - (i) Gietvorms maak;
  - (ii) voorafgesnyde glaslense in rame pas;
  - (iii) rame en/of onderdele volgens voorgeskrewe standaarde afwerk, vyl, verstel, glasuur, kontroleer en inspekteer;
  - (iv) masjiene olie, smeer en skoonmaak;

,,werknemer graad I, gekwalificeer," 'n werknemer graad I met minstens twee jaar ondervinding in dié graad;

,,werknemer graad II" 'n werknemer wat een of meer van die volgende herhalende werkzaamhede verrig:

- (a) glas- en/of plastieklense met die hand en/of kragmasjiene volgens vooraf gestelde vorms en groottes sny;
- (b) masjiene vir die afskuising van lense volgens vooraf gemete groottes en vorms versorg of bedien;
- (c) ondere wat nodig is by die vervaardiging van rame met die hand en/of kraggereedskap boor, vasklink, skarnier, pas, vaslym en inmekarsit;
- (d) rame en/of onderdele met gebruikmaking van kragfynskuur-wiele poleer;
- (e) goedere of pakkette te voet, per fiets of driewiel of ander hand- of voetaangedrewe voertuig aflewer;
- (f) sjablone uitkies of sorteer;
- (g) etikette of ander drukwerk druk;

,,werknemer graad III" 'n werknemer wat een of meer van die volgende werkzaamhede verrig:

- (a) op of aflaai;
- (b) goedere verpak of versend;
- (c) masjinerie olie of smeer;
- (d) lense en/of rame skoonmaak;
- (e) artikels skoonmaak en/of afsonderlik en/of gesamentlik in houers en/of dose verpak;
- (f) onderdele inmekarsit;
- (g) houtdose en/of geriffelde en/of veselbord- of soortgelyke houers met die hand inmekarsit;
- (h) op afleweringsoertoe help;
- (i) bale, dose, dromme of ander pakkette of houers vir vervoer of aflewering brandmerk, stempel of sjabloneer of etikette daarop aanbring;
- (j) goedere en/of ander los eiendom van allerlei aard dra, verskuif of opstapel;
- (k) houers, meubels, masjinerie, uitrusting, persele, gereedskap, werktuie en/of ander artikels skoonmaak of was;
- (l) karton en/of ander materiaal met die hand sny;
- (m) drukwerk met die hand of met 'n masjien vou of pos in koeverte sit;

“canteen supervisor" means an employee engaged in supervising the cooking, serving and other duties incidental thereto, in a canteen, refreshment room, cafeteria or other department concerned with the provisions of meals or other refreshments to staff, but excludes any private caterer contracting with an employer to supply such catering services independently;

“casual employee" means an employee who is employed by the same employer on not more than three days in any week;

“chargehand" means an employee responsible for the supervision of the work of grade I and/or grade II employees: Provided that he shall not be required to supervise more than 15 employees, irrespective of whether they are all of the same class;

“Council" or “Industrial Council" means the Industrial Council for the Ophthalmic Optical Manufacturing Industry;

“driver of a motor vehicle" means an employee, other than a driver of a motorcycle, motor scooter, motor tricycle or a motorised bicycle, who is engaged in driving a motor vehicle, and for the purposes of this definition “driving a motor vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all the periods during which he is obliged to remain at his post in readiness to drive;

“driver of a motor cycle" means an employee who is engaged in driving a motor cycle, motor scooter, motor tricycle or a motorised bicycle;

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

“establishment" means any premises in connection with which one or more employees are engaged in the Ophthalmic Optical Manufacturing Industry as hereinafter defined;

“foreman" means an employee in charge of the employees in an establishment or a department of an establishment, who exercises control over such employees and is responsible for the efficient performance of their duties;

“Grade I employee" means an employee—

- (a) who is engaged on less than seven of the operations as listed under “optical mechanic"; or
- (b) who is engaged on one or more of the following operations:
  - (i) Former making;
  - (ii) fitting pre-cut glass lenses into frames;
  - (iii) finishing, filing, adjusting, glazing, checking and inspecting frames and/or component parts to prescribed standards;
  - (iv) oiling and greasing and cleaning of machines;

“Grade I employee, qualified," means a Grade I employee who has had not less than two years experience in such grade;

“Grade II employee" means an employee who is engaged on one or more of the following repetitive operations:

- (a) Cutting glass and/or plastic lenses by hand and/or power-driven machine to preset shapes and sizes;
- (b) attending to or operating machines for the bevelling of lenses to pre-gauged sizes and shapes;
- (c) drilling, riveting, hinging, fitting, glueing and assembling by hand and/or power-driven tools, component parts necessary in the manufacture of frames;
- (d) polishing frames and/or component parts by use of power-driven buffing wheels;
- (e) delivering messages, goods or parcels on foot, by bicycle or tricycle or other hand or foot-propelled vehicle;
- (f) selecting or sorting stencils;
- (g) printing labels or other printed matter;

“Grade III employee" means an employee who is engaged on one or more of the following operations:

- (a) Loading or unloading;
- (b) packing and/or despatching of goods;
- (c) oiling or greasing machinery;
- (d) cleaning lenses and/or frames;
- (e) cleaning and/or packing articles singly and/or collectively into containers and/or boxes;
- (f) assembling component parts;
- (g) assembling wooden boxes and/or corrugated and/or fibre board or similar containers by hand;
- (h) assisting on delivery vehicles;
- (i) branding, stamping or stencilling or affixing labels to bales, boxes, drums or other packages or containers for transport or delivery;
- (j) carrying, moving or stacking goods and/or other movable property of any description;
- (k) cleaning or washing containers, furniture, machinery, plant, premises, tools, utensils and/or other articles;
- (l) cutting cardboard and/or other materials by hand;
- (m) folding printed matter by hand or machine, or enveloping mail;

- (n) vure maak en/of in stand hou en vullis en/of as verwyder;  
 (o) tee en/of ander soortgelyke dranke maak, en/of tee en/of ander dranke bedien;  
 (p) bale, dose, drommete, kartonne en/of blikke met die hand oop- en/of toemaak;
- „uurloon” —  
 (a) met betrekking tot 'n los werknemer, die dagloon gedeel deur agt;  
 (b) met betrekking tot 'n werknemer, uitgesonderd 'n los werknemer, die weekloon aan hom betaalbaar ooreenkomsdig sy indiensnemingskontrak gedeel deur die getal werkure vir die week waaroor daar in die genoemde kontrak ooreengeskik is;  
 (c) met betrekking tot 'n werknemer wat maandeliks betaal word, die maandloon aan hom betaalbaar ooreenkomsdig sy indiensnemingskontrak gedeel deur die getal werkure vir die maand waaroor in die genoemde kontrak ooreengeskik is;
- „masjenenoppasser”, „onderhoudsman” of „faktotum” 'n werknemer, uitgesonderd 'n ambagsman, wat kleiner herstelwerk of verstellings aan masjinerie doen en/of ten volle outomatisiese of halfoutomatisiese masjiene en/of uitrusting wat regstreeks tydens die vervaardiging van produkte van 'n bedryfsinrichting gebruik word, stel, en/of kleiner herstelwerk aan geboue verrig;
- „optiese werktuigkundige” 'n werknemer, uitgesonderd 'n leerling of 'n werker graad I wat minstens sewe van die volgende werksaamhede in die Nywerheid verrig;  
 (a) lense merk;  
 (b) gietvorms maak;  
 (c) snywerk;  
 (d) paswerk;  
 (e) randwerk;  
 (f) verhardingswerk;  
 (g) monteerwerk;  
 (h) inmekaarsitwerk;  
 (i) lense boor;  
 (j) werk nagaan;  
 (k) blokwerk;  
 (l) ru-slypwerk;  
 (m) gladslypwerk;  
 (n) poleerwerk;  
 (o) lenskrag bereken;  
 (p) ontwikkeling;
- het sy al hierdie werksaamhede of enigeen daarvan met die hand of met outomatisiese of handmasjiene verrig word en wat bereid sou wees om 'n ambagstoets af te lê indien en wanneer hy daartoe versoeck word, of wat meer as drie jaar ondervinding het;
- „optiese werktuigkundige, leerling,” 'n werknemer wat onder die toesig van 'n optiese werktuigkundige minstens sewe van die werksaamhede aanleer wat in die omskrywing van 'n optiese werktuigkundige genoem word, en wat minder as drie jaar ondervinding het;
- „Oftalmiese Optiese Nywerheid” of „Nywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die vervaardiging en/of inmekaarsit van brilframe en/of -lense;
- „stukwerk” 'n stelsel waarvolgens 'n werknemer se besoldiging gegrond word op die hoeveelheid of opbrengs van die werk wat hy verrig het;
- „voorskrifafdeling” 'n afdeling van 'n bedryfsinrichting waarin 'n voorskrif gerecepteert word;
- „voorskrifwerk” die vervaardiging van brillense en die montering van brilframe en -lense volgens voorskrif;
- „herhalingswerk” die werk verrig deur 'n werknemer wat voortdurend werk verrig in een of meer herhalende prosesse en/of werksaamhede;
- „ru-slypwerk” die slyp van oftalmiese lense volgens voorskrif;
- „korttyd” 'n tydelike vermindering van die getal gewone werkure vanweë slapte in of vereistes van die bedryf, 'n tekort aan materiaal, algemene onklaarraking van uitrusting of masjinerie weens 'n ongeluk of ander onvoorsiene noodtoestand of onvoorsiene gebeurlikheid en/of omstandighede buite beheer van die werkewer, of voorraadopname in 'n bedryfsinrichting of seksie daarvan;
- „toesigbaar” 'n werknemer wat verantwoordelik is vir die toesig oor die werk van onderbase en werknemers wat onder hul toesig werk: Met dien verstande dat daar nie van hom vereis mag word om oor meer as 40 werknemers gesamentlik toesig te hou nie;
- „uniform” 'n kledingstuk of -stukke wat volgens kleur en ontwerp onderskei kan word;
- „loon” daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure in klousule 11 voorgeskryf: Met dien verstande dat indien 'n werkewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as wat in klousule 4 voorgeskryf word, dit sodanige hoë bedrag beteken;

(n) making and/or maintaining fires, removing refuse and/or ashes;

(o) making tea and/or other similar beverages, and/or serving tea and/or other beverages;

(p) opening and/or closing bales, boxes, drums, cartons and/or tins by hand;

“hourly wage” means—

(a) in respect of a casual employee, the daily wage divided by eight;

(b) in respect of an employee, other than a casual employee, the weekly wage payable to him in pursuance of his contract of employment divided by the number of working hours for the week agreed upon in the said contract;

(c) in respect of a monthly-paid employee, the monthly wage payable to him in pursuance of his contract of employment divided by the number of working hours for the month agreed upon in the said contract;

“machine minder” or “maintenance man” or “handyman” means an employee, other than an artisan, who is engaged in making minor repairs or adjustment to machinery and/or setting up fully automatic or semi-automatic machines and/or equipment used directly in the manufacture of products of an establishment and/or minor repair of buildings;

“optical mechanic” means an employee, other than a learner or a Grade I employee, who performs seven or more of the following operations in the Industry:

(a) Lens marking;

(b) former making;

(c) cutting;

(d) fitting;

(e) edging;

(f) hardening;

(g) mounting;

(h) assembling;

(i) drilling of lenses;

(j) job checking;

(k) blocking;

(l) roughing;

(m) smoothing;

(n) polishing;

(o) computing lens power;

(p) generating;

where all or any of these jobs are done by hand or automatic or manual machines, and who would agree to take a trade test if and when called to do so, or has had more than three years' experience;

“optical mechanic, learner,” means an employee who under the supervision of an optical mechanic is employed in learning not less than seven of the operations as detailed in the definition of an optical mechanic, and who has had less than three years' experience;

“Ophthalmic Optical Manufacturing Industry” or “Industry” means the Industry in which employers and employees are associated for the purpose of the manufacture and/or assembling of spectacle frames and/or lenses;

“piece-work” means any system under which an employee's remuneration is based on the quantity or output of work done;

“prescription department” means any department of an establishment in which a prescription is made up;

“prescription work” means the manufacturing of spectacle lenses and the assembling of spectacle frames and lenses to prescription;

“repetitive work” means work performed by an employee constantly engaged on one or more repetitive processes and/or operations;

“roughing” means the grinding of ophthalmic lenses to prescription;

“short-time” means a temporary reduction in the number of ordinary hours of work due to slackness or the exigencies of trade, shortage of material, a general breakdown of plant or machinery caused by accident or other unforeseen emergency, unforeseen contingencies and/or circumstances beyond the employer's control or stocktaking in an establishment or section thereof;

“supervisor” means an employee responsible for the supervision of the work of chargehands and employees working under their direction: Provided that he shall not be required to supervise more than 40 employees collectively;

“uniform” means an article or articles of wearing apparel distinctive in design and colour;

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work prescribed in clause 11: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

,,wag" 'n werknemer wat persele, geboue, hekke, voertuie of ander eiendom bewaak.

#### 4. BESOLDIGING

(1) Die volgende minimum weeklone moet aan ondervermelde klasse werknemers betaal word:

	R
Assistent-voorman .....	95,00
Eethuistoesighouer .....	36,45
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 450 kg is (met inbegrip van motorfiets) .....	45,00
(b) meer as 450 kg maar hoogstens 2 700 kg is .....	57,60
(c) meer as 2 700 kg maar hoogstens 4 500 kg is .....	68,40
(d) meer as 4 500 kg is .....	75,60
Toesighouer .....	69,75
Onderbaas .....	59,85
Voorman .....	112,50
Werknemer graad I, gekwalifiseerd .....	54,00
Werknemer graad I, ongekwalifiseerd—	
eerste ses maande ondervinding .....	40,50
tweede ses maande ondervinding .....	44,10
derde ses maande ondervinding .....	47,25
vierde ses maande ondervinding .....	50,40
Werknemer graad II .....	42,75
Werknemer graad III .....	39,60
Masjiennopasser onderhoudsman of faktotum .....	55,80
Optiese werktuigmakelaar, gekwalifiseerd .....	90,90
Optiese werktuigmakelaar, leerling—	
eerste ses maande ondervinding .....	41,40
tweede ses maande ondervinding .....	45,90
derde ses maande ondervinding .....	49,95
vierde ses maande ondervinding .....	56,25
vyfde ses maande ondervinding .....	62,10
sesde ses maande ondervinding .....	70,65
Wag .....	46,08

- (2) Los werknemers (a) in die geval van daardie werknemers vir wie 'n stygende besoldigingskaal voorgeskry word, een vyfde van die hoofste weeklikse besoldiging voorgeskry vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word vir elke werkdag of gedeelte van 'n werkdag;
- (b) in die geval van alle ander werknemers, een vyfde van die weeklikse besoldiging voorgeskry vir 'n werknemer wat dieselfde klas werk verrig as wat van die los werknemer vereis word, vir elke werkdag of gedeelte van 'n werkdag.

(3) Niks ir. hierdie Ooreenkoms mag die uitwerking hê dat die lone wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie.

#### 5. STUKWERK, TAAKWERK EN AANSPORINGSBONUSSTELSEL

(1) Die uitbesteding, deur werkgewers, of die verrigting deur werknemers, van werk op 'n stukwerk- of taakwerkgrondslag word verbied.

(2) Ondanks subklousule (1), is dit toelaatbaar dat 'n individuele werkewer en sy werknemers onderling ooreenkom om 'n stelsel van aansporingsbetalings in te voer en daarvolgens te werk: Met dien verstande dat—

- (i) skriftelike vergunning vooraf by die Raad verkry word voordat sodanige stelsel ingevoer word;
- (ii) die besoldiging en ander geldelike voordele wat werknemers toekom nie minder moet wees as wat in klosule 4 van hierdie Ooreenkoms voorgeskry word nie; en
- (iii) dat die ander bepalings van hierdie Ooreenkoms in alle opsigte nagekom word.

'n Geskil wat uit die toepassing van hierdie subklousule ontstaan, kan deur enigeen van die partye vir beslissing aan die Raad voorgelê word.

#### 6. DIFFERENSIËLE LONE

'n Werkewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om te eniger tyd, hetsy benewens of ter vervanging van sy eie werk, werk van 'n ander klas te verrig waarvoor 'n hoërloon voorgeskry word, moet aan sodanige werknemer die hoërloon betaal ten opsigte van die hele dag waarop sodanige werk verrig is, ongeag die tyd wat aan die verrigting van die werk waarvoor die hoërloon toepaslik is, bestee is.

#### 7. GRONDSLAG VAN DIE KONTRAK

Die grondslag van die kontrak moet weekliks wees of kan maandeliks wees indien daar toe gesamentlik ooreengekom is tussen die werkewer en die werknemer.

"watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles or other property.

#### 4. REMUNERATION

(1) The following minimum wages shall be paid per week to the undermentioned classes of employees:

	R
Assistant foreman .....	95,00
Canteen supervisor .....	36,45
Driver of a vehicle the unladen mass of which—	
(a) does not exceed 450 kg (including motor cycles) .....	45,00
(b) exceeds 450 kg but does not exceed 2 700 kg .....	57,60
(c) exceeds 2 700 kg but does not exceed 4 500 kg .....	68,40
(d) exceeds 4 500 kg .....	75,60
Supervisor .....	69,75
Chargehand .....	59,85
Foreman .....	112,50
Grade I employee, qualified .....	54,00
Grade I employee, unqualified—	
first six months' experience .....	40,50
second six months' experience .....	44,10
third six months' experience .....	47,25
fourth six months' experience .....	50,40
Grade II employee .....	42,75
Grade III employee .....	39,60
Machine mender, maintenance or handyman .....	55,80
Optical mechanic, qualified .....	90,90
Optical mechanic, learner—	
first six months' experience .....	41,40
second six months' experience .....	45,90
third six months' experience .....	49,95
fourth six months' experience .....	56,25
fifth six months' experience .....	62,10
sixth six months' experience .....	70,65
Watchman .....	46,08

(2) *Casual employees*—(a) in the case of those employees for whom a rising scale of remuneration is prescribed, one fifth of the highest weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform, for each day or part of a day of employment;

(b) in the case of all other employees, one fifth of the weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform for each day or part of a day of employment.

(3) Nothing in this Agreement shall operate to reduce the wages being paid to an employee on the date on which this Agreement comes into operation.

#### 5. PIECE-WORK, TASK-WORK AND INCENTIVE BONUS SYSTEM

(1) The giving out of employers or the performance by employees of work on a piece-work or task-work basis is prohibited.

(2) Notwithstanding the provisions of subclause (1), it shall be permissible, by mutual agreement between any individual employer and his employees, to introduce and to operate a system of incentive payments: Provided that—

- (i) permission in writing is previously obtained from the Council before such system is instituted;
- (ii) the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clause 4 of this Agreement; and
- (iii) that the other provisions of this Agreement are adhered to in every respect.

Any dispute arising out of the operation of this subclause shall be submitted by either party to the Council for decision.

#### 6. DIFFERENTIAL WAGES

An employer who requires or permits a member of one class of his employees to perform at any time, either in addition to or in substitution for his own work, work of another class for which a higher rate of wages is prescribed, shall pay such employee at the higher rate of wages in respect of the whole day on which such work was performed, irrespective of the time spent on the work for which the higher rate of wages applies.

#### 7. BASIS OF CONTRACT

The basis of contract shall be weekly or may be monthly if mutually agreed upon between employer and employee.

## 8. BETALING VAN BESOLDIGING

(1) Die werknemers van 'n bedryfsinrigting moet voor die sluitingstuur van sodanige inrigting op die dag na die laaste werkdag van die betrokke week of maand betaal word;

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

- (a) Waar 'n werknemer van sy werk afwesig is om 'n ander rede as op las van sy werkgever of weens siekte, 'n bedrag in ooreenstemming met die tydperk van sy afwesigheid en bereken op die grondslag van die totale besoldiging wat sodanige werknemer ten tyde daarvan ten opsigte van sy gewone werkure ontvang;
- (b) waar korttyd in 'n bedryfsinrigting ingevoer is, moet 'n bedrag gelyk aan die werknemer se uurloon, afgetrek word vir elke uur van sodanige korttyd; Met dien verstande dat geen bedrag afgetrek mag word ten opsigte van die eerste uur van sodanige korttyd wat deur 'n tekort aan materiaal of bestellings veroorsaak is, of ten opsigte van die eerste twee uur wat weens 'n onklaarraking van masjinerie of uitrusting veroorsaak is, nie;
- (c) vrywillige bydraes tot spaarfondse, tee- of sportklubs kan met die skriftelike toestemming van die werknemer afgetrek word;
- (d) waar daar van 'n werkgever regtens of op las van 'n bevoegde hof vereis of hy toegelaat word om betalings vir of namens 'n werknemer te maak, 'n bedrag aldus vereis of toegelaat;
- (e) subskripsies betaalbaar aan die Optical Workers' Union moet ingevolge klousule 32 afgetrek word; en
- (f) heffings ingevolge klousule 23 kan afgetrek word.

(3) Alle bedrae wat aan werknemers betaal word, moet in verseëldde koeverte wees wat deur die werknemer behou moet word, en onderstaande inligting moet op sodanige koevert of op 'n strokie daarin verstrek word:

Die naam van die werkgever en die naam en fabrieksnommer van die werknemer, die loonskaal, getal ure gewerk, besonderhede van oordtywerk afsonderlik, besonderhede van dié bedrag wat verdien is, besonderhede van alle aftrekkings van sodanige bedrag, die bedrag van die netto loon in die koevert en die week of maand ten opsigte waarvan die loon betaal word.

## 9. GETALSVERHOUDING VAN WERKNEMERS

(1) 'n Werkgever moet 'n optiese werktuigkundige in diens neem voor dat 'n leerling of 'n werknemer graad I in diens geneem mag word, en waar een of meer as een optiese werktuigkundige in diens geneem word, moet die verhouding van leerlinge en/of werknemers graad I tot optiese werktuigkundiges hoogstens soos volg wees:

Optiese werktuigkundige(s)	Leerling(e)	Werknemers graad I
1	1	6
2	2	12
3	3	18
4	4	24
5	5	30
6	6	36
7	7	42
8	8	48

(2) In elke voorskrifafdeling waar daar ses of meer werknemers werkzaam is, moet een as die voorman aangewys en dienooreenkomsdig betaal word, en waar 'n afdeling van sodanige bedryfsinrigting ses of meer werknemers in diens het, moet een werknemer in sodanige afdeling as die voorman aangewys word: Met dien verstande dat in 'n tak van 'n bedryfsinrigting waar die takbestuurder 'n optiese werktuigkundige is, sodanige takbestuurder geag kan word die voorman te wees.

(3) Elke werkgever moet voor of op die 15de dag van elke maand aan die Sekretaris van die Raad 'n lys stuur van die werknemers wat in alle takke van die werkgever se bedryfsinrigting werkzaam was op die laaste betaaldag van sy bedryfsinrigting in die maand voor die maand waarin die opgawe gelewer word, en in sodanige opgawe moet die naam, geslag, ras, beroep en die loon waarop die werknemer geregtig is, gemeld word;

(4) Vir die doeleindes van getalsverhoudings mag geen werkgever, eienaar, vennoot of direkteur ingesluit word nie, maar as daar meer as een werkgever of eienaar of vennoot of direkteur is, kan slegs een werkgever of eienaar of vennoot of direkteur by die Raad aansoek doen om 'n sertifikaat waarin daar vrystelling van die bepalings van hierdie klousule verleen word, en wanneer sodanige werkgever of eienaar of vennoot of direkteur die Raad daarvan oortuig dat hy die leertyd wat by hierdie Ooreenkoms vereis word, uitgedien het en 'n beëdigde verklaring voorlê dat hy uitsluitlik of hoofsaaklik as optiese werktuigkundige in die werkinkel werkzaam is, kan die Raad sodanige vrystelling verleen.

## 10. BUITEWERK

Geen buitewerk mag elders gedoen word nie as in 'n bedryfsinrigting wat ingevolge klousule 14 van hierdie Ooreenkoms geregistreer is.

## 8. PAYMENT OF REMUNERATION

(1) The pay-day of any establishment shall be before the closing hour of the establishment on the day following the last working day of the week or month of the establishment.

(2) No deduction of any description shall be made from remuneration due to an employee, with the exception that—

- (a) where an employee is absent from work other than on the instructions of his employer or on account of sickness, an amount proportionate to the period of his absence and calculated on the basis of the total remuneration which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (b) where short-time has been introduced in any establishment, a deduction in respect of each hour of such short-time of an amount equivalent to the employee's hourly wage shall be deducted: Provided that no deduction may be made in respect of the first hour of such short-time necessitated by shortage of material or orders, or in respect of the first two hours necessitated by breakdown of machinery or plant;
- (c) with the written permission of the employee, any voluntary contributions to saving funds, tea or sports clubs may be deducted;
- (d) where an employer is legally or by order of any competent court required or permitted to make payments for or on behalf of any employee, any amount so required or permitted;
- (e) subscriptions payable to the Optical Workers' Union shall be deducted in terms of clause 32; and
- (f) levies in terms of clause 23 may be deducted.

(3) All payments to employees shall be made in sealed envelopes which shall be retained by the employee and which shall bear the following information on the envelope or on a slip enclosed therein:

The name of the employer and the name and factory number of the employee, rate of pay, number of hours worked, details of overtime separately, details of the amount earned, details of all deductions made from such amount, the amount of net wages contained in the envelope and the week or month in respect of which wages are paid.

## 9. PROPORTION OR RATIO OF EMPLOYEES

(1) An employer shall employ an optical mechanic before a learner or a grade I employee is employed, and where one or more than one optical mechanic is employed the following ratio of learners and/or grade I employees to optical mechanics shall not be exceeded:

Optical mechanic(s)	Learner(s)	Grade I employees
1	1	6
2	2	12
3	3	18
4	4	24
5	5	30
6	6	36
7	7	42
8	8	48

(2) In every prescription department where six or more employees are employed, one shall be designated foreman and paid accordingly, and where any section of such establishment employs six or more employees, one employee in such section shall be designated foreman: Provided that in any branch of an establishment where the branch manager is an optical mechanic such branch manager may be deemed to be a foreman.

(3) Every employer shall forward to the Secretary of the Council not later than the 15th day of each month a list of the employees in his employ in all branches of his establishment on the last pay-day of his establishment in the month preceding the month in which the return is rendered giving the name, sex, race, occupation and the rate of pay to which the employee is entitled.

(4) No employer, owner, partner or director shall be included for the purpose of proportion or ratio, except that where there is more than one employer or owner or partner or director only one employer or owner or partner or director may apply to the Council for a certificate of exemption from the provisions of this clause, and upon his satisfying the Council that he has completed the period of learnership required under this Agreement and furnishes an affidavit to the effect that he is employed wholly or mainly in the workshop as an optical mechanic the Council may grant such exemption.

## 10. OUTWORK

No work of any description shall be done other than in an establishment registered under clause 14 of this Agreement.

## 11. WERKURE, GEWONE EN OORTYDWERK

(1) Die gewone werkure van 'n werknemer, uitgesonderd 'n los werknemer of 'n wag, mag hoogstens soos volg wees:

- (a) 45 uur in 'n week van Maandag tot en met Vrydag;
- (b) nege uur op 'n dag.

(2) In die geval van 'n los werknemer mag die gewone werkure hoogstens agt uur op 'n dag wees.

(3) *Etenspouses*.—'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf agtereenvolgende ure sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat—

- (i) indien sodanige pouse langer as een uur is, die tydperk van langer as een uur geag moet word gewone werkure te wees;
- (ii) werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag moet word aaneenlopend te wees.

(4) *Ruspouses*.—'n Werkewer moet aan elkeen van sy werknemers, uitgesonderd 'n werknemer wat boodskappe of goedere aflewer, persele of goedere bedags bewaak, 'n ruspose van minstens 10 minute toestaan so na doenlik aan die middel van elke werktydperk in die ooggend en die middag waartydens daar nie van die werknemer vereis of hy nie toegelaat mag word om werk te verrig nie, en sodanige ruspose moet geag word deel te wees van die gewone werkure.

(5) *Werkure moet aaneenlopend wees*.—Behoudens subklousules (3) en (4), moet alle werkure aaneenlopend wees.

(6) Alle werk verrig buiten die getal gewone daagliks of weeklikse werkure soos in subklousules (1) en (2) voorgeskryf, moet geag word oortydwerk te wees.

(7) *Beperking van oortydwerk*.—'n Werkewer mag nie, behalwe in 'n noodgeval, van sy werknemers vereis om oortydwerk te verrig nie, tensy hy minstens vier uur kennis van sodanige voorname aan sy werknemers gegee het.

Behalwe in noodgevalle mag daar nie van werknemers wat aldus werk vereis of mag hulle nie toegelaat word om meer as 10 uur oortydwerk per week te verrig nie: Met dien verstande dat geen werkewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortydwerk soos volg te verrig nie—

- (a) op meer as drie agtereenvolgende dae;
- (b) op meer as 60 dae in 'n jaar;
- (c) meer as twee uur op 'n dag;
- (d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag, tensy die werkewer—
  - (i) voor die middag kennis daarvan aan sodanige werknemer gegee het;
  - (ii) aan sodanige werknemer 'n voldoende maaltyd verskaf het voordat sy met oortydwerk moet begin; of
  - (iii) aan sodanige werknemer 'n toelae van minstens 95c betysdaal het om haar in staat te stel om 'n ete te bekom voor dat sy met die oortydwerk moet begin;
- (e) tussen die ure 18h00 en 06h00.

(8) *Voorbehoudbepaling*.—Hierdie klousule is nie op 'n wag van toepassing nie: Met dien verstande dat daar nie van die wag vereis mag word—

- (i) om langer as 12 uur op 'n dag te werk nie;
- (ii) om langer as 72 uur in 'n week te werk nie;
- (iii) om meer as ses dae in 'n week te werk nie:

Voorts met dien verstande dat die werkewer van sy wag kan vereis om op die sewende dag van die week te werk en die wag benewens sy weekloon 'n bedrag gelykstaande met twee sesdes van sodanige weekloon moet betaal ten opsigte van werk op sodanige sewende dag verrig.

## 12. BETALING VIR OORTYDWERK EN WERK OP SONDAE EN OPENBARE VAKANSIEDAE

(1) Die minimum bedrae wat vir oortydwerk en werk op Sondaes en statutêre openbare vakansiedae betaal moet word, is soos volg:

- (a) Oortydwerk moet bereken word teen een en 'n half maal die uurloon vir elke uur of gedeelte van 'n uur wat aldus gwerk word op weekdae, met inbegrip van Saterdae;
- (b) tyd gwerk op Sondag of op 'n openbare vakansiedag in klousule 16 bedoel, moet nie geag word deel van die gewone werkure of oortyd te wees nie en daarvoor moet soos volg betaal word:
  - (i) In die geval van 'n werknemer, uitgesonderd 'n los werknemer, teen öf—
    - (aa) dubbel sy dagloon vir tyd gwerk tot 'n maksimum van nege uur en daarbenewens dubbel sy uurloon vir tyd langer as nege uur gwerk; öf
    - (ab) een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur aldus gwerk en daarbenewens moet aan hom binne sewe dae na sodanige Sondag of openbare vakansiedag een dag se verlof van afwesigheid gestaan word en moet aan hom ten opsigte daarvan minstens sy uurloon vermenigvuldig met nege, betaal word.
  - (ii) in die geval van 'n los werknemer, teen dubbel sy dagloon vir tyd gwerk tot 'n maksimum van agt uur en daarbenewens

## 11. HOURS OF WORK, ORDINARY AND OVERTIME

(1) The ordinary hours of work for an employee, other than a casual employee or a watchman, shall not exceed—

- (a) 45 hours in any week from Monday to Friday inclusive;
- (b) nine hours in any day.

(2) In the case of a casual employee, the ordinary hours of work shall not exceed eight hours in any day.

(3) *Meal intervals*.—An employer shall not require or permit his employee to work for more than five hours continuously without an uninterrupted interval of at least one hour: Provided that—

- (i) if such interval is for longer than one hour, any period in excess of one hour shall be deemed to be ordinary hours of work;
- (ii) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(4) *Rest intervals*.—An employer shall grant to each of his employees other than an employee engaged in delivering messages or goods, guarding premises or goods by day, a rest of not less than 10 minutes as near as practicable to the middle of each morning and each afternoon work period during which the employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of work to be consecutive*.—Save as provided in subclauses (3) and (4), all hours of work shall be consecutive.

(6) All time worked in excess of the number of ordinary daily or weekly hours of work as prescribed in subclauses (1) and (2) shall be deemed to be overtime.

(7) *Limitation of overtime*.—An employer shall not, except in an emergency, require his employees to work overtime unless he has given at least four hours' notice of such intention. Except in cases of emergency, employees so working shall not be required or permitted to work overtime for more than 10 hours in any week: Provided that no employer shall require or permit a female employee to work overtime—

- (a) on more than three consecutive days;
- (b) on more than 60 days in any year;
- (c) in excess of two hours per day;
- (d) after completion of her ordinary working hours for more than one hour on any day, unless the employer has—
  - (i) given notice thereof to such employee before midday; or
  - (ii) provided such employee with an adequate meal before she has to commence overtime; or
- (iii) paid to such employee an allowance of not less than 95c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence;
- (e) between 18h00 and 06h00.

(8) *Savings*.—The provisions of this clause shall not apply to a watchman: Provided that the watchman shall not be required—

- (i) to work for more than 12 hours per day;
- (ii) to work for more than 72 hours per week;
- (iii) to work on more than six days in any one week:

Provided further that the employer may require his watchman to work on the seventh day of the week and shall pay the watchman in addition to his weekly wage an amount equal to two sixths of such weekly wage in respect of work done on such seventh day.

## 12. PAYMENT FOR OVERTIME AND WORK ON SUNDAYS AND PUBLIC HOLIDAYS

(1) Payment for overtime and work performed on Sundays and statutory public holidays shall be made at the following minimum rates:

(a) Overtime to be calculated at the rate of one and a half times the hourly wage for each hour or part of an hour so worked on week-days including Saturdays;

(b) time worked on Sunday or on any public holiday referred to in clause 16 shall not be deemed to be part of the ordinary hours of work or overtime and shall be paid for as follows:

(i) In the case of an employee, other than a casual employee, at either—

(aa) double his daily wage for time worked up to nine hours and in addition double his hourly wage for time worked in excess of nine hours; or

(ab) one and a half times his hourly wage for each hour or part of an hour so worked and in addition grant to him, within seven days of such Sunday or public holiday, one day's leave of absence, and pay to him in respect thereof not less than his hourly wage multiplied by nine;

(ii) in the case of a casual employee, at double his daily wage for time worked up to eight hours and in addition double his

wens dubbel sy uurloon vir tyd gewerk langer as agt uur, welke uurloon bereken moet word teen een agste van die dagloon.

(2) Daar mag van geen werknemer vereis word om sonder sy toestemming—

- (a) oortyd te werk; of
- (b) op 'n Sondag te werk; of
- (c) op statutêre openbare vakansiedag te werk nie.

(3) Geen werknemer mag ontslaan of in sy diens benadeel word weens sy weiering om op 'n Sondag of op 'n statutêre openbare vakansiedag oortyd te werk nie.

### 13. BUITEWERK

Geen werkewer in die Nywerheid mag vervaardigings- of proseswerk uitbestee nie behalwe aan 'n bedryfsinrigting wat ingevolge klousule 14 van hierdie Ooreenkoms geregistreer is, en hy mag ook nie van 'n werknemer vereis of hom toelaat om werk in die Nywerheid te verrig nie anders as in 'n bedryfsinrigting wat deur die werkewer verskaf, in stand gehou en beheer word.

### 14. REGISTRASIE VAN BEDRYFSINRIGTINGS

Elke werkewer wat 'n bedryfsinrigting okkypeer waarin 'n werkzaamheid van die Nywerheid uitgeoefen word, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke persoon wat na daardie datum 'n werkewer word, moet binne een maand vanaf die datum waarop hy met sy werkzaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die persele waarin sodanige bedryfsinrigting geleë is, die naam van die eienaars of die name van die vennote of, in die geval van 'n maatskappy met beperkte aanspreeklikheid, die name van die sekretaris en die direkteure, en die geregistreerde nommer van die bedryfsinrigting ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk. Die Sekretaris van die Raad moet dan aan sodanige werkewer 'n registrasiesertifikaat uitrek wat, benewens sy eie registrasienommer, die registrasienommer dra van die bedryfsinrigting soos dit voorkom op die registrasiesertifikaat wat deur die Inspekteur van Fabrieke ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk uitgereik is. In geval van 'n verandering in die personeel van 'n venootskap of van die sekretaris of direkteure van 'n maatskappy met beperkte aanspreeklikheid of van eienaars van die bedryfsinrigting of 'n adresverandering van die bedryfsinrigting, moet die Sekretaris van die Raad binne 14 dae vanaf die datum van verandering van sodanige verandering verwittig word.

### 15. OPTIESE WERKTUIGKUNDIGES EN LEERLINGE

(1) Voordat 'n werkewer 'n leerling-optiese werktuigmindige in diens neem, moet hy die Raad daarvan oortuig dat die installasie, masjinerie en uitrusting van sy bedryfsinrigting voldoende is vir die suksesvolle opleiding van die leerling en dat die bedryfsinrigting 'n minimum van die volgende vir elke afdeling of albei afdelings het:

- (a) Vlaklypwerk—sferiese vlaklyper, silindriese vlaklyper, sferiese poleerde;
- (b) paswerk—lensometer, randafwerker, snyer, boor;
- (c) alle aanvullende gereedskap wat vir die doeltreffende verrigting van sy werk nodig is.

(2) As die Raad daarvan oortuig is dat daar op bevredigende wyse aan klousules 9 (1) en 15 (1) van hierdie Ooreenkoms voldoen is, moet hy 'n werkewer toelaat om 'n leerlingoptiese werktuigmindige in diens te neem soos in klousule 9 (1) bepaal.

(3) Ingeval 'n verandering in die getalsverhouding soos voorgeskryf in klousule 9 (1) vir die leerling nadelig is, moet sodanige toestemming ingetrek word.

### 16. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Elke werkewer moet aan elkeen van sy werknemers ten opsigte van elke voltooide jaar diens by hom, afwesighedsverlof met volle besoldiging soos wat die werknemer onmiddellik voor die aanvang van sodanige verlof ontvang het soos volg toestaan:

- (a) In die geval van 'n wag, drie agtereenvolgende weke;
- (b) in die geval van alle ander werknemers, 15 agtereenvolgende werkdae; Met dien verstande dat—
  - (i) 'n werkewer vyf addisionele agtereenvolgende werkdae ten volle betaalde verlof aan 'n werknemer moet toestaan wat vir minstens 10 agtereenvolgende jare ononderbroke vir hom gewerk het;
  - (ii) die verloftydperk wat in hierdie subklousule voorgeskryf word, nie mag saamval met siekterverlof met besoldiging of met 'n tydperk waarin die werknemer 'n kennigsgewingstermyn vir diensbeëindiging uitdiend of met enige tydperk waarin 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie;
  - (iii) indien 'n statutêre openbare vakansiedag in subklousule (8) bedoel, binne die tydperk van verlof val wat in hierdie klou-

hourly wage for time worked in excess of eight hours, the hourly wage to be calculated at one eighth of the daily wage.

(2) No employee shall, without his consent, be required to work—  
(a) overtime; or  
(b) on a Sunday; or

(c) on a statutory public holiday without his consent.

(3) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime or on a Sunday or a statutory public holiday.

### 13. OUTWORK

No employer in the Industry shall give out any work to be manufactured or processed except in an establishment registered in terms of clause 14 of this Agreement nor shall he require or permit any employee to perform any work in the Industry other than in an establishment provided, maintained and controlled by the employer.

### 14. REGISTRATION OF ESTABLISHMENT

Every employer occupying an establishment in which any operations in the Industry are carried on shall within one month from the date on which the Agreement comes into operation, and every person who becomes an employer after that date, shall within one month from the date of commencement of operations by him, notify in writing to the Secretary of the Council, the address of the premises in which such establishment is located, the name of the owner or names of the partners or in case of a limited liability company the names of the secretary and directors, and the registered number of the establishment under the Factories, Machinery and Building Work Act. The Secretary of the Council shall thereupon issue to such an employer a certificate of registration which shall bear in addition to its own registered number, the registered number of the establishment according to the registration certificate issued by the Inspector of Factories under the Factories, Machinery and Building Work Act. In the event of a change in the personnel of a partnership or the secretary or directors of a limited liability company or in the ownership of the establishment or any change of address of the establishment, such change or changes shall be notified to the Secretary of the Council within 14 days from the date of change.

### 15. OPTICAL MECHANICS AND LEARNERS

(1) Before any employer shall employ a learner optical mechanic he shall satisfy the Council that his establishment contains sufficient plant, machinery and equipment for the successful training of the learner and that the establishment has as a minimum the following for each or either section:

- (a) Surfacing—spherical surfacer, cylinder surfacer, spherical polisher;
- (b) fitting—lensometer, edger, cutter, drill;
- (c) all supplementary tools required for efficient performance of his work.

(2) Provided the Council has assured itself that the provisions of clauses 9 (1) and 15 (1) of this Agreement are satisfactory, it shall permit an employer to engage a learner optical mechanic as provided for in clause 9 (1).

(3) In the event of a change in the ratio as set out in clause 9 (1) being detrimental to the learner, such permission shall be withdrawn.

### 16. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) An employer shall grant to each of his employees in respect of each completed year of employment with him leave of absence on full pay at the rate of remuneration the employee was receiving immediately before the commencement of such leave as follows:

- (a) In the case of a watchman, three consecutive weeks;
- (b) in the case of every other employee, 15 consecutive working days: Provided that—
  - (i) an employer shall grant five additional consecutive working days' leave of absence on full pay to any employee who has worked continuously for him for not less than 10 consecutive years;
  - (ii) the period of leave prescribed in this subclause shall not be concurrent with paid sick leave or with notice of termination of service or with any period during which an employee is undergoing military service in pursuance of the Defence Act, 1957;
  - (iii) if any public holiday referred to in subclause (7) falls within the period of leave prescribed in this clause, such holiday

- sule voorgeskryf word, sodanige vakansiedag by die genoemde tydperk bygetel moet word as 'n verdere tydperk van afwesigheid met volle besoldiging.
- (2) Die verlof in subklousule (1) bedoel, moet toegestaan word op 'n tyd deur die werkewer vasgestel: Met dien verstande dat—
- (i) 'n werkewer van sy werknemer kan vereis, of hom kan toelaat om sy jaarlike verlof te neem voor die voltooiing van die diensjaar waarop dit betrekking het;
  - (ii) indien sodanige verlof nie vroeër toegestaan is nie, dit toegestaan moet word binne twee maande na voltooiing van die diensjaar waarop dit betrekking het.
- (3) Die besoldiging ten opsigte van jaarlike verlof in subklousule (1) bedoel, moet op die laaste werkdag voor die aanvang van sodanige verlof betaal word.
- (4) By diensbeëindiging moet die werkewer aan die werknemer sy volle besoldiging betaal ten opsigte van alle tydperke van verlof wat hom toekom maar wat nie aan hom toegestaan is nie en—
- (a) in die geval van 'n voorman en 'n optiese werktuigkundige, ook een en 'n half dag se loon; en
  - (b) in die geval van alle ander werknemers, een dag se loon ten opsigte van elke voltooide maand diens by dié werkewer na die datum waarop hy laas op verlof geregtig was ingevolge subklousule (1) hiervan, of in die geval van 'n werknemer wat minder as 12 maande in diens is, na die datum van sy diensaanvaarding.
- (5) 'n Tydperk waarin 'n werknemer—
- (a) met verlof is kragtens klousule 16 (1); of
  - (b) militêre diens ondergaan ingevolge die Verdedigingswet, 1957; of
  - (c) van sy werk afwesig is op las of op versoek van die werkewer; of
  - (d) afwesig is weens siekte, mits sodanige afwesigheid hoogstens 30 dae gedurende 'n tydperk van 12 maande diens beloop; word vir die toepassing van subklousule (1) geag diens te wees.
- (6) Vir die toepassing van hierdie klousule word die tydperk van diens geag te begin op—
- (a) die datum waarop die werknemer by die werkewer in diens getree het; of
  - (b) die datum waarop die werknemer laas op verlof geregtig geword het naamlik die jongste datum.
- (7) Benewens die jaarlike verlof in subklousule (1) bedoel moet 'n werkewer aan al sy werknemers afwesigheidsverlof met volle besoldiging toestaan op alle statutêre openbare vakansiedae: Met dien verstande dat daar van 'n werknemer vereis kan word om met sy toestemming op sodanige dag te werk.

## 17. DIENSBEËINDIGING

- (1) 'n Werkewer of 'n werknemer wat die dienskontrak wil beëindig, moet—
- (a) in die geval van 'n werknemer wat weekliks besoldig word, minstens een week vooraf skriftelik kennis gee; en
  - (b) in die geval van 'n werknemer wat maandeliks besoldig word, minstens twee weke vooraf skriftelik kennis gee;
- van die beëindiging van die kontrak, of 'n werkewer of 'n werknemer kan die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, minstens die volgende aan die werknemer te betaal of aan die werkewer te betaal of te verbeur, na gelang van die geval:
- (i) In die geval van een week kennisgewing, die weekloon wat die werknemer op die datum van sodanige beëindiging ontvang;
  - (ii) in die geval van twee weke kennisgewing, die gedeelte van die maandloon wat die werknemer op die datum van sodanige beëindiging ontvang, bereken deur die maandloon deur vier en 'n derde te deel en die resultaat met twee te vermengvuldig:
- Met dien verstande dat die volgende nie hierdeur geraak word nie:
- (i) Die reg van 'n werkewer of 'n werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;
  - (ii) 'n skriftelike ooreenkoms tussen 'n werkewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir albei partye ewe lank is en wat langer is as dié in hierdie klousule voorgeskryf;
  - (iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros.
- (2) Waar daar 'n ooreenkoms ingevolge die tweede voorbehoudsbelasting van subklousule (1) bestaan, moet die betaling van verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is;
- (3) Waar daar kennis gegee word soos in subklousule (1) voorgeskryf, moet dit soos volg gedoen word:
- (a) In die geval van 'n werknemer wat weekliks besoldig word, moet dit gegee en van krag word op enige werkdag van die week;
  - (b) in die geval van 'n werknemer wat maandeliks besoldig word, moet dit gegee word op enige werkdag van die maand en vanaf sodanige dag van krag wees:

shall be added to the said period as a further period of leave of absence on full pay.

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer: Provided that—

- (i) an employer may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates;
- (ii) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates.

(3) The remuneration in respect of annual leave referred to in subclause (1) shall be paid on the last working day before the date of the commencement of such leave.

(4) Upon termination of employment the employer shall pay to an employee his full pay in respect of any period of leave which has accrued to him but was not granted, and—

- (a) in the case of a foreman and an optical mechanic, one and a half day's pay; and
- (b) in the case of all other employees, one day's pay in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subclause (1) or in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

(5) Any period during which an employee—

- (a) is on leave in terms of clause 16 (1); or
  - (b) undergoes military service under the Defence Act, 1957; or
  - (c) is absent from work on the instructions or at the request of the employer; or
  - (d) is absent due to illness: Provided that such absence shall not exceed 30 days during any 12 months of service;
- shall be deemed to be employment for the purposes of subclause (1).

(6) For the purposes of this clause the period of employment shall be deemed to commence from—

- (a) the date on which the employee entered the employer's service; or
- (b) the date on which the employee last became entitled to leave, whichever is the later.

(7) In addition to the annual leave referred to in subclause (1), an employer shall grant to all his employees leave of absence on full pay on all statutory public holidays: Provided that an employee may, with his consent, be required to work on any such day.

## 17. TERMINATION OF EMPLOYMENT

(1) An employer or an employee who desires to terminate the contract of employment shall—

- (a) in the case of a weekly-paid employee, give not less than one week's written notice; and
- (b) in the case of a monthly-paid employee give not less than two weeks' written notice

to terminate the contract, or an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of a week's notice, the weekly wage which the employee is receiving at the date of such termination;
- (ii) in the case of two weeks' notice, the proportion of the monthly wage which the employee is receiving at the date of such termination, calculated by dividing the monthly wage by four and one third and by multiplying the figure arrived at by two:

Provided that this shall not affect—

- (i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and longer than that prescribed in this clause;
- (iii) the operation of any forfeiture or penalties which by law may be applicable in respect of desertion by any employee.

(2) Where there is an agreement in terms of proviso (ii) to subclause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) shall—

- (a) in the case of a weekly-paid employee, be given and take effect on any working day of the week;
- (b) in the case of a monthly-paid employee, on any working day of the month and shall run from such day.

Met dien verstande dat—

- (i) die kennisgewingstermy nie mag saamval nie met en kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof ingevolge klausule 16 of 'n werknemer se afwesigheid weens militêre diens ingevolge die Verdedigingswet, 1957;
- (ii) daar nie gedurende 'n werknemer se afwesigheid van werk weens siekte kennis gegee mag word nie mits die tydperk van afwesigheid hoogstens altesaam 30 dae in 'n kalenderjaar of, in die geval van 'n bevalling, 12 weke bleep.

#### 18. PREMIES

Geen premie mag deur 'n werkewer van 'n werknemer gevra of aangeneem word vir die opleiding van sodanige werknemer nie.

#### 19. VERBOD OP INDIENSNEMING

'n Werkewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

#### 20. BESTAANDE KONTRAKTE

Alle dienskontrakte wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, mag nie minder gunstig wees as die bepalings van hierdie Ooreenkoms nie.

#### 21. DIENSSERTIFIKAAT

(1) Elke werkewer moet, by die diensbeëindiging van 'n werknemer, uitgesond 'n los werknemer, 'n dienssertifikaat in 'n vorm deur die Raad voorgeskryf in triplikaat invul. Die oorspronklike moet aan die werknemer oorhandig word, die tweede kopie moet binne sewe dae aan die Sekretaris van die Raad gestuur word en die derde kopie moet deur die werkewer bewaar word.

(2) 'n Werkewer moet, voordat hy 'n werknemer in diens neem wat voorheen in die Nywerheid werkzaam was van sodanige werknemer vereis om 'n dienssertifikaat te toon wat ooreenkombig subklousule (1) uitgereik is, asook 'n sertifikaat van ondervinding wat deur die Sekretaris van die Raad uitgereik is in die vorm deur die Raad voorgeskryf.

(3) Elke werkewer moet binne 14 dae na die indiensneming van 'n werknemer die indiensnemingsvorm soos deur die Raad voorgeskryf invul en dit saam met die sertifikaat van ondervinding wat die werknemer aan hom oorhandig het, aan die Sekretaris van die Raad stuur.

#### 22. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad aan of ten opsigte van 'n werkewer of 'n werknemer vrystelling van enige bepaling van hierdie Ooreenkoms verleen.

(2) Die Raad moet die voorwaades bepaal waarop sodanige vrystelling verleen word asook die tydperk waartydens dit van krag sal wees, en kan na een week skriftelike kennisgewing aan die betrokke persoon sodanige vrystelling intrek: Met dien verstande dat geen vrystelling verleen mag word ten einde 'n vroulike werknemer toe te laat—

- (i) om tussen 18h00 en 06h00 te werk nie; en
- (ii) om na 13h00 op meer as vyf dae in 'n week te werk nie behalwe in gevalle waar werk verrig moet word wat weens 'n noodtoestand noodsaklik is.

(3) Die Sekretaris van die Raad moet aan elke persoon wat ooreenkombig hierdie klausule vrygestel is, 'n sertifikaat uitrek wat hy onderteken het en waarin die volgende gemeld word:

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaades wat ooreenkombig subklousule (2) gestel is as dié waarop sodanige vrystelling verleen word; en
- (d) die tydperk waartydens die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifekte wat uitgereik word, agtereenvolgens nommer; en
- (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar.

(5) Waar daar aansoek gedaan word om 'n vrystelling wat die diensvooraades van 'n werknemer raak, moet die aansoek om sodanige vrystelling skriftelik aan die Sekretaris van die Raad voorgelê en behoorlik deur die betrokke werkewer en werknemer onderteken word.

(6) Elke werkewer moet die bepalings van 'n vrystellingsertifikaat wat ooreenkombig hierdie klausule uitgereik is, nakom.

#### 23. FONDSE VAN DIE RAAD

(1) Die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word op die volgende manier verskaf:

Die werkewer moet van die lone soos in klausule 4 voorgeskryf,

Provided that—

- (i) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 16, or while an employee is undergoing military service under the Defence Act, 1957;
- (ii) notice shall not be given during an employee's absence from work through illness provided the period of absence does not exceed 30 days in the aggregate in a calendar year or, in the case of confinement, 12 weeks.

#### 18. PREMIUMS

No premium shall be charged to an employee or accepted from an employee by an employer for the training of such employee.

#### 19. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

#### 20. EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be not less favourable than the provisions of this Agreement.

#### 21. CERTIFICATE OF SERVICE

(1) Every employer shall, on termination of employment by an employee, other than a casual employee, complete in triplicate a certificate of service in a form prescribed by the Council. The original shall be handed to the employee, the duplicate shall be forwarded to the Secretary of the Council within seven days and the triplicate shall be retained by the employer.

(2) An employer shall, before engaging an employee for work who has previously been employed in the Industry, require such employee to produce a certificate of service issued in terms of subclause (1) together with a certificate of experience issued by the Secretary of the Council which shall be in a form prescribed by the Council.

(3) Every employer shall, within 14 days of the engagement of an employee, complete and forward to the Secretary of the Council the engagement form as prescribed by the Council together with the certificate of experience handed to him by the employee.

#### 22. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant to or in respect of any employer or employee exemption from any of the provisions of this Agreement.

(2) The Council shall fix the conditions subject to which such exemption is granted and the period during which it shall operate, and may after one week's notice in writing to the person concerned, withdraw such exemption: Provided that no exemption shall be granted to permit a female employee to be employed—

- (i) between 18h00 and 06h00; and
- (ii) after 13h00 on more than five days in any week, except for the purpose of performing work which is necessitated by an emergency.

(3) The Secretary of the Council shall issue to every person exempted in accordance with the provisions of this clause, a licence signed by him, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of sub-clause (2) subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued; and
- (b) retain a copy of each licence issued.

(5) Where any exemption is applied for affecting the conditions of employment of any employee, such application for exemption must be submitted in writing to the Secretary of the Council duly signed by the employer and employee affected.

(6) Every employer shall observe the provisions of any licence of exemption issued in terms of this clause.

#### 23. COUNCIL FUNDS

(1) The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:

From the wages, as set out in clause 4, paid to the employee the

ondergenoemde bedrae aftrek en daarby 'n bedrag voeg wat daaraan gelyk is en deur homself bygedra moet word:

	Aftrekking Per week
Voorgeskrewe weekloon	20c
R26,00 tot R50,00.....	20c

R50,01 en meer..... 30c  
Die totale bedrag betaalbaar moet voor of op die 14de dag van die maand wat volg op die maand waarin die bydraes betaalbaar is, deur die werkgever aan die Sekretaris van die Raad gestuur word in 'n vorm deur die Raad voorgeskryf.

#### 24. SIEKTE EN SIEKTEVERLOF

Na drie maande ononderbroke diens by dieselfde werkgever moet sodanige werkgever aan sy werknemer wat van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie nalatigheid of wangedrag veroorsaak is nie, behalwe 'n ongeluk wat kragtens die Ongevallewet, 1941, vergoedingspligtig is, siekteleof van altesaam 12 werkdae gedurende 'n tydperk van een jaar diens by hom toestaan, en aan hom ten opsigte van elke werkdag daarvan 'n bedrag betaal van minstens een vyfde van die weekloon wat hy onmiddellik voor die aanvang van sodanige siekteleof ontvang het: Met dien verstaande dat 'n werkgever van sy werknemer kan vereis om ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevra word 'n sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyen onderteken is, waarin die aard van die werknemer se siekte gemeld en waarin gesertifiseer word dat hy ongeskik vir werk is.

#### 25. UNIFORMS EN OORPAKKE

(1) 'n Werkgever moet uniforms en oorpakke wat die eiendom van die werkgever bly, gratis verskaf en hulle in 'n skoon en goeie toestand hou.

(2) Ten einde sodanige uniforms en oorpakke in 'n skoon toestand te hou, moet die werkgever hulle was en stryk of 'n onderlinge ooreenkoms met sy werknemers aangaan waarvolgens die werknemers self hul uniforms en oorpakke in hul eie tyd was en stryk, teen betaling van onderstaande bedrae ten opsigte van elkeen—

Was en stryk van 'n stofjas of witjas.....	50 sent elk per week;
was en stryk van 'n ketelpak .....	50 sent elk per week.

#### 26. ADMINISTRASIE VAN OOREENKOMS

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

#### 27. ORGANISASIE VAN WERKNEMERS

'n Werkgever moet aan beampies van die Optical Workers' Union toegang verleen tot die fabrieksterrein en/of -ruskamers of, indien daar nie sodanige terrein of ruskamers beskikbaar is nie, toegang tot sy bedryfsinrigting ten einde organisasiewerk vir die Optical Workers' Union te verrig.

#### 28. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om hom te help met die uitvoering van hierdie Ooreenkoms. Elke werkgever moet sodanige agent toelaat om die personeel te inspekteer, dié navrae te doen, dié registers te ondersoek en dié persone te ondervra wat vir hierdie doel nodig is, en elkeen wat ondervra word, moet sodanige inligting na sy beste wete verstrek.

#### 29. VERTEENWOORDIGERS VAN DIE „OPTICAL WORKERS' UNION“ IN DIE RAAD

Werkgewers moet aan al hul werknemers wat as verteenwoordigers in die Raad dien alle moontlike bystand verleen ten einde hul pligte in diens van die Raad uit te voer.

#### 30. INTERPRETASIE VAN OOREENKOMS

In die geval van 'n geskil wat ontstaan uit die betekenis of uitleg van 'n woordomskrywing, uitdrukking of ander klousule van hierdie Ooreenkoms, moet die betekenis deur die Nywerheidsraad aan sodanige woordomskrywing, uitleg of ander klousule van die Ooreenkoms toegeken as die korrekte uitleg aanvaar word.

employer shall make the deductions set out hereunder and add a like amount to be contributed by himself:

	Deduction Per week
Prescribed wage per week	20c
R26,00 to R50,00 .....	20c

R50,01 and over ..... 30c  
The total amount payable shall be forwarded by the employer to the Secretary of the Council not later than the 14th day of the month following the month in which the contributions fall due, under cover of a form prescribed by the Council.

#### 24. SICKNESS AND SICK LEAVE

After three months' consecutive service with the same employer, such employer shall grant to an employee who is absent from work through sickness or accident not caused by his own negligence or misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, 12 work-days' sick leave in the aggregate during any one year of employment with him, and shall pay to him in respect of each work-day thereof an amount of not less than one fifth of the weekly wage which he was receiving immediately before the commencement of such sick leave: Provided that the employer may require his employee to produce, in respect of each period of absence for which payment is claimed, a certificate signed by a registered medical practitioner showing the nature of the employee's illness and certifying that he was unfit for work.

#### 25. UNIFORMS AND OVERALLS

(1) An employer shall provide free of charge, and maintain in clean and proper condition, uniforms and overalls, which shall remain the property of the employer.

(2) In order to maintain such uniforms and overalls in clean condition, the employer may launder them or may enter into a mutual arrangement with his employees whereby the employees launder their uniforms and overalls in their own time upon payment to them of the following amounts in respect of each:

Laundering a dust coat or a white coat .....	50 cents each per week;
laundering a boiler suit .....	50 cents each per week.

#### 26. ADMINISTRATION OF AGREEMENT

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

#### 27. ORGANISATION OF EMPLOYEES

An employer shall permit Optical Workers' Union officials admission to factory grounds and/or rest rooms or, where no such grounds or rest rooms are available, entrance to his establishment, for the purpose of carrying on Optical Workers' Union organisation.

#### 28. AGENTS

The Council shall appoint one or more specified persons as agents to assist it in giving effect to the terms of this Agreement. Every employer shall permit such agent to inspect premises, institute such enquiries, inspect such records and interrogate such persons as may be necessary for this purpose, and every person interrogated shall be required to furnish such information to the best of his knowledge.

#### 29. OPTICAL WORKERS' UNION REPRESENTATIVES ON THE COUNCIL

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

#### 30. INTERPRETATION OF AGREEMENT

In the event of a dispute arising from the meaning or interpretation of any definition, expression or other clauses of this Agreement the meaning assigned to such definition, interpretation or any other clause of the Agreement by the Industrial Council shall be accepted as the correct interpretation.

## 31. VERTONING VAN OOREENKOMS

Elke werkgever moet in sy inrigting en op 'n plek wat vir sy werknemers maklik toeganklik is 'n leesbare kopie van hierdie Ooreenkoms vertoon in albei amptelike tale en in die vorm voorgeskryf in die regulasies wat kragtens die Wet opgestel is.

## 32. LEDEGELD VAN VAKVERENIGINGS

(1) Elke werkgever moet van die lone van diegene van sy werknemers (uitgesonderd los werknemers) wat vakvereniginglede is, die bydraes afrek wat aan sodanige vakvereniging betaalbaar is ingevolge die konstitusie van die betrokke vakvereniging.

Alle bedrae betaalbaar ingevolge hierdie klousule moet maandeliks, voor of op die 14de dag van elke maand wat volg op die maand ten opsigte waarvan hulle betaalbaar is, deur die werkgever aan die Sekretaris van die Raad betaal word. Wanneer die werkgever sodanige betaling doen, moet hy 'n opgawe verskaf in die vorm deur die Raad voorgeskryf.

(2) Vir die toepassing van hierdie klousule, moet die Raad elke werkgever adviseer omtrent die bydrae wat van tyd tot tyd ingevolge die konstitusie van die vakvereniging afgetrek moet word.

## 33. ULTRA VIRES

Indien enigeen van die bepalings van hierdie Ooreenkoms deur 'n bevoegde hof *ultra vires* verklaar word, moet die oorblywende bepalinge van die Ooreenkoms geag word die Ooreenkoms te wees en bly dit van krag vir die onverstrekke gedeelte van die Ooreenkoms se geldigheidsduur.

## 34. VERSEKERING VAN WERKNEMERS SE PERSOONLIKE BESITTINGS

Elke werkgever moet elkeen van sy werknemers vir wie lone en diensvoorraades in hierdie Ooreenkoms voorgeskryf word, by 'n goed gevensioneerde en agtenswaardige brandversekeringsmaatskappy verseker en verseker hou, teen die verlies of beskadiging van sy klerasie en persoonlike besittings weens brand op die perseel van die werkgever. Sodanige verlies of skade wat voortspruit uit elke sodanige brand moet vir sodanige versekeringsdoeleindes beperk word tot R50,00 ten opsigte van elke werknemer.

Namens die partye op hede die 18de dag van Desember 1980 te Johannesburg onderteken.

D. McTAGGART ..... (Ondervorsitter van die Raad)  
G. GOLDSTEIN ..... (Lid van die Raad)  
L. I. GOLDSTONE ..... (Sekretaris van die Raad)

## 31. EXHIBITION OF AGREEMENT

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

## 32. SUBSCRIPTIONS TO TRADE UNION

(1) Every employer shall deduct from the wages of those of his employees (other than casual employees) who are members of the trade union, the contributions payable to such trade union in terms of the constitution of the trade union concerned.

All amounts payable in terms of this clause shall be paid by the employer month by month, and not later than the 14th day of each month following that in respect of which they are due, to the Secretary of the Council. When making such payment the employer shall furnish a statement in the form prescribed by the Council.

(2) For the purposes of this clause, the Council shall advise every employer of the amount of the contribution which is to be deducted from time to time in terms of the constitution of the trade union.

## 33. ULTRA VIRES

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

## 34. INSURANCE OF EMPLOYEES' PERSONAL EFFECTS

Every employer shall insure and keep insured with a well-established and reputable fire insurance company each and every one of his employees for whom wages and conditions of employment are prescribed in this Agreement, against the loss or damage to his clothing and personal effects caused by fire upon the premises of the employer, such loss or damage arising out of each such fire for the purpose of such insurance to be limited to R50,00 in respect of each employee.

Signed at Johannesburg on behalf of the parties this 18th day of December 1980.

D. McTAGGART ..... (Vice-Chairman of the Council)  
G. GOLDSTEIN ..... (Member of the Council)  
L. I. GOLDSTONE ..... (Secretary of the Council)

R.2755]

[30 Desember 1981]

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941**

**OFTALMIESE OPTIESE  
VERVAARDIGINGSNYWERHEID**

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Oftalmiese Optiese Vervaardigingsnywerheid, gepubliseer by Goewermentskennisgewing R.2754 van 30 Desember 1981, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA

Minister van Mannekrag

R.2755]

[30 December 1981]

**FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941**

**OPHTHALMIC OPTICAL MANUFACTURING  
INDUSTRY**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Ophthalmic Optical Manufacturing Industry, published under Government Notice R.2754 of 30 December 1981, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA

Minister of Manpower

OPTIMIZING OPTICAL AND ELECTRICAL  
INDUSTRIES

It's clear that optical and electronic industries have a lot to gain from the use of optical fiber. In fact, it's estimated that by 1990, the market for optical fibers will grow to \$1 billion. This growth is driven by the increasing demand for faster and more reliable communication systems. Optical fibers offer several advantages over traditional copper wires, including higher bandwidth, lower cost, and greater flexibility. They also provide better protection against interference and noise.

OPTICAL INDUSTRIES

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1991

OPTIMIZING OPTICAL AND ELECTRICAL  
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S. P. BROWN  
President, New England

**INHOUD****Departement van Mannekrag****GOEWERMENTSKENNISGEWINGS****BLADSY**

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