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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1174.]

[10 June 1955.]

INDUSTRIAL CONCILIATION ACT, 1937.

OPHTHALMIC MANUFACTURING INDUSTRY.

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

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Ophthalmic Manufacturing Industry, shall be binding from the first Monday after the date of publication of this notice and for the period ending two years from the said first Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 24 (inclusive) and 26 of the said Agreement shall be binding from the first Monday after the date of publication of this notice and for the period ending two years from the said first Monday, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Durban, Johannesburg and the Cape; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Durban, Johannesburg and the Cape and from the first Monday after the date of publication of this notice and for the period ending two years from the said first Monday, the provisions contained in clauses 3 to 24 (inclusive) and 26 of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section one of the said Act.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1174.]

[10 Junie 1955.]

NYWERHEID-VERSOENINGSWET, 1937.

OFTALMIESE VERVAARDIGINGSNYWERHEID.

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

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Oftalmiese Vervaardigingsnywerheid, vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde eerste Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vakvereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 24 en 26 van genoemde Ooreenkoms vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde eerste Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens van genoemde Nywerheid in die magistraatsdistrikte Durban, Johannesburg en die Kaap; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 24 en 26 vanaf die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde eerste Maandag eindig, in die magistraatsdistrikte Durban, Johannesburg en die Kaap *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE SOUTH AFRICAN OPHTHALMIC OPTICAL MANUFACTURING INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between the South African Ophthalmic Optical Manufacturers' Association (hereinafter called "the employers" or "employers' organisation") of the one part, and the

Optical Workers' Union.

(hereinafter called "the employees" or "trade union") of the other part, being the parties to the Industrial Council for the South African Ophthalmic Optical Manufacturing Industry.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of Johannesburg, the Magisterial District of the Cape and the Magisterial District of Durban by all employers who are members of the employers' organisation, and are engaged in the Ophthalmic Manufacturing Industry, and by all employees who are members of the trade union, and are employed in that Industry, and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This agreement shall come into operation on such date as may be specified by the Minister of Labour, in terms of section forty-eight of the Act, and shall remain in force for a period of two years, or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same 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, 1937;

"Council" means the Industrial Council for the South African Ophthalmic Optical Manufacturing Industry registered in terms of the Industrial Conciliation Act, 1937;

"daily wage" means the hourly wage multiplied by the number of hours normally worked on any day by an establishment;

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

"foreman" means an Optical mechanic in charge of the employees in an establishment or a section of an establishment, who exercises control over such employees and is responsible for the efficient performance by them of their duties, or a person designated as such in terms of clause 8 hereof;

"hourly wage" means the weekly wage divided by the number of hours ordinarily worked during the week by the establishment concerned;

"labourer" means an employee engaged wholly or mainly on one or more of the following occupations:—

- (a) Cleaning premises, vehicles, tools, machinery or other articles;
- (b) carrying, moving and/or stacking goods;
- (c) delivering messages, letters, parcels or goods;
- (d) loading or unloading;
- (e) marking, branding, stencilling or affixing labels on containers or packages;
- (f) packing and/or despatching of goods;
- (g) making tea or similar beverages;
- (h) oiling or greasing machinery;

"learner" means an employee who under the supervision of an optical mechanic is employed in learning all the operations in one or more of the sections of the Industry as enumerated in the definition of optical mechanic;

"mass production work" means the manufacture and/or assembling of spectacle frames and/or spectacle lenses in quantities of one type or power including repetition work, manual or machine;

"monthly wage" means the weekly wage multiplied by four and one third;

"operative" means an operative surfacer, operative fitter or operative frame maker;

"operative fitter" means an employee who is exclusively engaged on one or more of the following operations:—
Edging, fitting, laminating, mounting, assembling, except rimless fitting;

"operative frame maker" means an employee who is exclusively engaged on one or more of the following operations:—
Cutting, filing, polishing, assembling;

"operative surfacer" means an employee who is exclusively engaged on one or more of the following operations:—
Blocking, smoothing, polishing, laminating;

BYLAE.

NYWERHEIDSRAAD VIR DIE SUID-AFRIKAANSE OFTALMIESE VERVAARDIGINGSNYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gemaak deur en aangegaan tussen die South African Ophthalmic Optical Manufacturers' Association (hieronder die „werkgewers" of „werkgewersorganisasie" genoem), aan die een kant, en die

Optical Workers' Union

(hieronder die „werknemers" of die „vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Suid-Afrikaanse Oftalmiese Vervaardigingsnywerheid.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrik Johannesburg, die magistraatsdistrik Die Kaap en die magistraatsdistrik Durban nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is, en die oftalmiese vervaardigingsnywerheid uitoefen; ook deur alle werknemers wat lede van die Vakvereniging is, in daardie bedryf werksaam is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat ingevolge artikel agt-en-veertig van die Wet deur die Minister van Arbeid vasgestel word, en bly van krag vir 'n tydperk van twee jaar of vir sodanige tydperk as wat deur hom bepaal kan word.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenis as in daardie Wet. Enige verwysing na 'n wet sluit enige wysiging van sodanige wet in, en tensy die teenoorgestelde blykbaar bedoel word, omvat woorde wat die manlike geslag aandui ook vrouens, verder, tensy dit in stryd met die samehang is, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„Raad", die Nywerheidsraad vir die Suid-Afrikaanse Oftalmiese Vervaardigingsnywerheid, geregistreer ingevolge die Nywerheid-versoeningswet, 1937;

„dagloon", die uurloon vermenigvuldig met die getal ure wat normaalweg op enige dag in 'n inrigting gewerk word;

„inrigting", enige perseel in verband waarmee een of meer werknemers in die Oftalmiese Vervaardigingsnywerheid in diens is;

„voorman", 'n optiese werktuigkundige in bevel van werknemers in 'n inrigting of deel van 'n inrigting, wat oor die werknemers beheer uitoefen en daarvoor verantwoordelik is dat hulle hul werkdoeltreffend verrig, of 'n persoon wat kragtens klousule 8 hiervan as sodanig aangewys word;

„uurloon", die weeklikse besoldiging gedeel deur die getal ure wat gewoonlik in die betrokke inrigting gedurende die week gewerk word;

„arbeider", 'n werknemer wat voltyds of hoofsaaklik een of meer van die volgende werksaamhede verrig:—

- (a) Persele, diere, voertuie, gereedskap, masjinerie of ander artikels skoonmaak;
- (b) goedere dra, verskuif en/of opstapel;
- (c) briewe, pakkette, boodskappe of goedere aflewer;
- (d) laai of aflaai;
- (e) houers of pakkette merk, brandmerk sjabloneer of etikette daaraan heg;
- (f) goedere verpak en/of versend;
- (g) tee of soortgelyke drankie maak;
- (h) masjinerie olie of smeer;

„leerling", 'n werknemer wat, onder toesig van 'n optiese werktuigkundige, in diens geneem is om al die werksaamhede in een of meer afdelings van die nywerheid, soos genoem in die woordomskriving van optiese werktuigkundige, aan te leer;

„massaproduksiewerk", die vervaardiging en/of inmeekaarsit van brilframe en/of brillense in hoeveelhede van een tipe of sterkte, wat herhalingswerk met die hand of met 'n masjien insluit;

„maandelikse besoldiging", die weeklikse besoldiging vermenigvuldig met vier en een-derde;

„werker", 'n werker-oppervlakteslyper, 'n werker-inpasser, 'n werker-raammaker;

„werker-inpasser", 'n werknemer wat uitsluitend een van die volgende werksaamhede verrig: Rande slyp, lense inpas, lamelleer, monteer, inmeekaarsit, uitgesonderd raamlose brille inpas;

„werker-raammaker", 'n werknemer wat uitsluitend een of meer van die volgende werksaamhede verrig: Uitsny, vyl, poleer, inmeekaarsit;

„werker-oppervlakteslyper", 'n werknemer wat uitsluitend een van of al die volgende werksaamhede verrig: Blok, glad slyp, poleer, lamelleer;

"Ophthalmic 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 but excluding any factory or portion of any factory separate from prescription department, the sole purpose of which is the assembling of sunglass frames and/or lenses or the manufacture of sunglass frames and/or sunglass lenses;

"overtime" means all time worked in excess of the ordinary number of hours prescribed in respect of a day or a week as stipulated in clause 10 of the Agreement;

"optical mechanic" means an employee other than a learner or an operative who performs one or more of the following operations in one or more of the undermentioned sections of the Industry:—

Fitting.—Lens marking, cutting, edging, hardening, fitting, mounting, assembling, job checking;
frame making.—Marking out, cutting, filing, polishing, assembling, truing, checking;
surfacing.—Lens marking, blocking, roughing, smoothing, polishing, checking, computing of lens power, laminating;

"piece work" means any system other than task work under which an employee's wage is based upon the quantity or output of work done;

"prescription" means a recipe for a frame, lens or lenses required to complete a pair of spectacles for any person;

"prescription department" means any department in which a prescription is made up;

"prescription work" means the manufacturing and/or assembling of spectacle frames and/or lenses to prescription;

"roughing" means the grinding and calipering of the second side of single vision lenses and the grinding, measuring and calipering of both sides of bifocal lenses all made to prescription;

"short time" means a temporary reduction of the number of working hours of the employees in any one week by reason of the exigencies of the business, e.g. shortage of materials or orders or breakdown of plant or machinery caused by accident or unforeseen circumstances;

"task work" means the setting by an employer or his representative to any employee of a definite number of articles or components of articles to be made by such employee in a specified time;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work prescribed in clause 10.

4. WAGES AND COST OF LIVING ALLOWANCES.

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

	Per Week.		
	£	s.	d.
Foreman (while employed as such)	10	10	0
Optical mechanic	9	0	0
Learner:—			
First six months of experience	2	5	0
Second six months of experience	2	15	0
Third six months of experience	3	5	0
Fourth six months of experience	3	15	0
Fifth six months of experience	4	5	0
Sixth six months of experience	4	15	0
Seventh six months of experience	5	10	0
Eighth six months of experience	6	10	0
Ninth six months of experience	7	10	0
Tenth six months of experience	8	0	0
Thereafter	9	0	0
Operative:—			
First six months of experience	1	5	0
Second six months of experience	1	15	0
Third six months of experience	2	5	0
Fourth six months of experience	2	15	0
Fifth six months of experience	3	5	0
Sixth six months of experience	3	15	0
Thereafter	4	0	0
Labourer	1	12	6

(2) *Cost of Living Allowance.*—All employees from whom minimum wage rates are prescribed in sub-clause (1) shall in addition be paid a cost of living allowance of not less than that prescribed in War Measure No. 43 of 1942 as amended, or as may be amended from time to time.

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

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

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

"oftalmiese vervaardigingsnywerheid" of "nywerheid" die nywerheid waarin werkgewers en werknemers verbonde is vir die doel van die vervaardiging en/of inmeekaarsit van brilrame en/of -lense, maar uitgesonderd enige fabriek of deel van enige fabriek, apart van 'n preskripsie-afdeling, wat alleen bestaan vir die inmeekaarsit van songlasrame en/of songlaslense of vir die vervaardiging van songlasrame en/of songlaslense;

"oortyd", dienstryd wat die gewone getal ure oorskry wat ten opsigte van 'n dag of 'n week, soos bepaal in klousule 10 van die Ooreenkoms, voorgeskryf word;

"optiese werktuigkundige", 'n werknemer, uitgesonderd 'n leerling of 'n werker, wat in een of meer van die hierna genoemde afdelings van die nywerheid die volgende werksaamhede verrig:—

Inpas.—Lense merk, uitsny, rande slyp, hardmaak, inpas, monteef, inmeekaarsit, artikel nasien.

Rame maak.—Afmek, uitsny, vyl, poleer, inmeekaarsit, regstel, nasien.

Oppervlakte slyp.—Lense merk, blok, ru-slyp, glad slyp, poleer, nasien, lenssterkte bereken, lamelleer;

"stukwerk", enige stelsel, uitgesonderd taakwerk, waarby 'n werknemer se besoldiging volgens die hoeveelheid of opbrengs van die gedane werk bereken word;

"preskripsie", 'n voorskrif vir 'n raam, lens of lense, wat vir die voltooiing van 'n bril vir 'n persoon vereis word;

"preskripsie-afdeling", 'n afdeling waar 'n preskripsie uitgevoer word;

"preskripsiewerk", die vervaardiging en/of inmeekaarsit van brilrame en/of lense volgens preskripsie;

"ru-slyp", die slyp en kalibreer van die tweede kant van enkelvisielense en die slyp, meet, kalibreer van albei kante van bifokale lense, wat almal volgens preskripsie gemaak is;

"korttyd", 'n tydelike inkorting van die gewone getal werke van die werknemers in enige week as gevolg van besigheidsvereistes, bv. 'n tekort aan materiaal of aan bestellings, of 'n defek in die installasie of masjinerie weens 'n ongeluk of onvoorsiene omstandighede;

"taakwerk", die opdrag van 'n werkgewer of sy verteenwoordiger aan 'n werknemer om 'n bepaalde aantal artikels of dele van artikels in 'n vasgestelde tyd te maak;

"loon", die deel van die besoldiging wat aan 'n werknemer in geld betaalbaar is ten opsigte van die gewone werke wat in klousule 10 voorgeskryf is.

4. LONE EN LEWENSKOSTETOELAE.

(1) Die volgende minimum lone per week moet aan die ondergenoemde klasse werknemers betaal word:—

	Per week.		
	£	s.	d.
Voorman (terwyl as sodanig in diens)	10	10	0
Oftalmiese werktuigkundige	9	0	0
Leerling—			
Eerste ses maande ondervinding	2	5	0
Tweede ses maande ondervinding	2	15	0
Derde ses maande ondervinding	3	5	0
Vierde ses maande ondervinding	3	15	0
Vyfde ses maande ondervinding	4	5	0
Sesde ses maande ondervinding	4	15	0
Sewende ses maande ondervinding	5	10	0
Agtste ses maande ondervinding	6	10	0
Negende ses maande ondervinding	7	10	0
Tiende ses maande ondervinding	8	0	0
Daarna	9	0	0
Werk—			
Eerste ses maande ondervinding	1	5	0
Tweede ses maande ondervinding	1	15	0
Derde ses maande ondervinding	2	5	0
Vierde ses maande ondervinding	2	15	0
Vyfde ses maande ondervinding	3	5	0
Sesde ses maande ondervinding	3	15	0
Daarna	4	0	0
Arbeiders	1	12	6

(2) *Lewenskostoelae.*—Alle werknemers vir wie minimum lone in subklousule (1) voorgeskryf word, moet daarbenewens 'n lewenskostoelae ontvang wat minstens so groot is as dié wat voorgeskryf is by Oorlogsmaatree No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig mag word.

(3) Niks in hierdie Ooreenkoms mag die loonskaal verminder van 'n werknemer in die nywerheid wat op enige tyd voor of na die datum van hierdie Ooreenkoms 'n hoër loon as die minimum loon wat in hierdie artikel voorgeskryf is, ontvang het nie, en die werknemer moet steeds 'n loon ontvang en daarop geregtig wees, teen 'n skaal van minstens die hoër skaal asof die hoër skaal die minimum skaal ten opsigte van daardie werknemer was terwyl hy by dieselfde werknemer in diens was.

5. STUKWERK, TAAKWERK EN AANSPOURINGSBONUSSTELSEL.

(1) Die uitgee van stukwerk of taakwerk deur werkgewers en die verrigting daarvan deur werknemers word verbied.

(2) Notwithstanding the provisions of sub-section (1) of this section, 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 as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clause 4 of this Agreement, and provided further that the other provisions of this Agreement are adhered to in every respect. Any dispute arising out of the operation of this sub-section may 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.

7. PAYMENT OF WAGES.

(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 deductions of any description shall be made from amounts due to any employee, provided that—

- where an employee is absent from work other than on the instruction of his employer a pro rata amount for the actual time lost, may be deducted;
 - 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;
 - any voluntary contributions to saving funds, tea or sports clubs, may, with the permission of the employee, be deducted;
 - any amount paid by an employer who is compelled by law, ordinance or legal process to make payment on behalf of an employee, 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:—

Name and factory number of the employee, rate of pay, number of hours worked, details of the amount earned, details of all deductions made from such amount, the amount of net wages contained in the envelope, the week or month in respect of which wages are paid, and the cost of living allowance.

8. PROPORTION OF RATIO OF EMPLOYEES.

(1) *Prescription work.*—An employer shall employ an optical mechanic before either a learner or an operative is employed, and where one or more than one optical mechanic is employed the following ratio of learners and/or operatives to optical mechanics shall not be exceeded:—

Optical mechanic(s)	Learner(s)	and Operatives.
1	1	1
2	3	2
3	5	4
4	6	5
5	8	6
6	10	7
7	11	8
8	13	10

and for every two optical mechanics employed in addition to the above table, the employer may employ three additional learners and three additional operatives.

(2) *Mass production work.*—An employer shall employ an optical mechanic before either a learner or an operative is employed but the following ratio of learners and/or operatives to optical mechanics shall not be exceeded:—

Optical mechanic(s)	Learner(s)	and Operatives.
1	1	12
2	3	24
3	5	36
4	6	48
5	8	60
6	10	72

(3) In every prescription establishment 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.

(4) In every mass production establishment where twelve or more employees are employed, one shall be designated foreman and paid accordingly and where any section of such establishment employs twelve 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.

(2) Ondanks die bepalings van subartikel (1) van hierdie artikel is dit toelaatbaar om by wedersydse ooreenkoms tussen 'n individuele werkgever en sy werknemers 'n stelsel van aansporings-besoldiging in te stel en toe te pas; met dien verstande dat die besoldiging en ander geldelike voordele wat aan werknemers as gevolg van die instelling en toepassing van hierdie stelsel toekom, nie minder mag wees as dié wat in klousule 4 van hierdie Ooreenkoms voorgeskryf is nie, en verder dat die ander bepalings van hierdie Ooreenkoms in ieder opsig behoue bly. Enige geskil wat by die toepassing van hierdie subartikel mag ontstaan, kan deur enigen van die partye aan die Raad vir beslissing voorgelê word.

6. DIFFERENSIËLE LONE.

'n Werkgever wat 'n lid van een klas werknemer verplig of toelaat om op enige tyd, benewens of in plaas van sy eie werk, werk van 'n ander klas te verrig waarvoor 'n hoër loon voorgeskryf is, moet dié werknemer vir die tydperk waarin die werk verrig word, teen die hoër loonskaal betaal vir die hele dag waarop die werk verrig is.

7. BETALING VAN LONE.

(1) Die betaaldag van 'n inrigting moet een wees voor die sluitingsuur van die inrigting op die dag na die inrigting se laaste werkdag van die week of maand.

(2) Geen bedrae van watter aard ook al mag van die bedrae aan die werknemer verskuldig, afgetrek word nie; met dien verstande dat—

- as 'n werknemer van sy werk afwesig is, uitgesonderd op las van sy werkgever, 'n pro rata bedrag vir die werklike tyd wat verloor is, afgetrek mag word;
 - as korttyd in 'n inrigting ingevoer is, 'n aftrekking ten opsigte van elke uur van die korttyd gedoen moet word van 'n bedrag gelyk aan die werknemer se uurloon; met dien verstande dat geen aftrekking gemaak mag word ten opsigte van die eerste uur van die korttyd wat genoodsaak is deur 'n tekort aan materiaal of bestellings of ten opsigte van die eerste twee uur genoodsaak deur 'n onklaarraking van masjinerie of installasie nie;
 - vrywillige bydraes tot spaarfondse, tee- of sportklubs met toestemming van die werknemer afgetrek mag word;
 - 'n bedrag wat 'n werkgeverragtens 'n wet, ordonnansie of regsgeding verplig is om namens sy werknemer te betaal en betaal het, afgetrek mag word.
- (3) Alle bedrae aan werknemers verskuldig, moet in verseëde koeverte wees, wat die werknemer moet hou en waarop onderstaande inligting moet voorkom:—

Naam en fabrieksnommer van werknemer, loonskaal, getal ure gewerk, besonderhede van bedrag verdien, besonderhede van alle aftrekkings wat van dié bedrag gemaak is, die bedrag van die netto loon in die koevert, die week of maand ten opsigte waarvan die loon betaal is, en die lewenskostetoelae.

8. GETALLEVERHOUDING VAN WERKNEMERS.

(1) *Preskripsiewerk.*—'n Werkgever moet 'n optiese werktuigkundige in diens hê voordat hy 'n leerling of 'n werker in diens neem, en waar een of meer optiese werktuigkundiges in diens is, mag die volgende verhouding van leerlinge en/of werkers tot optiese werktuigkundiges nie oorskry word nie:—

Optiese werktuigkundiges.	Leerlinge.	Werkers.
1	1	1
2	3	2
3	5	4
4	6	5
5	8	6
6	10	7
7	11	8
8	13	10

en vir elke twee bykomende optiese werktuigkundiges wat in diens geneem word, kan die werkgever drie bykomende leerlinge en drie bykomende werkers in diens neem.

(2) *Massaproduksiewerk.*—'n Werkgever moet 'n optiese werktuigkundige in diens hê voordat hy 'n leerling of 'n werker in diens neem, maar die volgende verhouding van leerlinge en/of werkers tot optiese werktuigkundiges mag nie oorskry word nie:—

Optiese werktuigkundiges.	Leerlinge.	Werkers.
1	1	12
2	3	24
3	5	36
4	6	48
5	8	60
6	10	72

(3) In elke preskripsie-inrigting waar daar ses of meer werknemers in diens is, moet een as voorman aangewys en diensooreenkomstig besoldig word; en waar daar in enige afdeling van sodanige inrigting ses of meer werknemers in diens is, moet een werknemer in sodanige afdeling as voorman aangewys word; met dien verstande dat in enige tak van 'n inrigting waar die takbestuurder 'n optiese werktuigkundige is, sodanige takbestuurder as 'n voorman beskou kan word.

(4) In elke inrigting, waar massaproduksie plaasvind en waar 12 of meer werknemers in diens is, moet een as voorman aangewys en diensooreenkomstig besoldig word; en waar enige afdeling van sodanige inrigting 12 of meer werknemers in diens het, moet een werknemer in sodanige afdeling as voorman aangewys word; met dien verstande dat in enige tak van 'n inrigting waar die takbestuurder 'n optiese werktuigkundige is, sodanige takbestuurder as 'n voorman beskou kan word.

(5) Each 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 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 basic rate of pay to which the employee is entitled.

(6) 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.

9. PRESCRIPTION WORK.

No prescription work or manufacturing of single frames or single lenses shall be done in any mass production establishment or mass production section of an establishment.

10. HOURS OF WORK, ORDINARY AND OVERTIME AND SUNDAYS AND PUBLIC HOLIDAYS.

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

(a) in the case of an establishment in which a six-day week is observed—

- (i) forty-six hours in any week from Monday to Saturday inclusive;
- (ii) eight hours in any day unless the hours on one day do not exceed five, in which case the hours on each of the other days shall not exceed eight and a half on any day;

(b) in the case of an establishment in which a five-day week is observed—

- (i) forty-six hours in any week from Monday to Friday inclusive;
- (ii) nine and a quarter hours in any day.

(2) A female employee shall not be required to work—

- (i) between the hours of 6 p.m. and 8 a.m.;
- (ii) or after 1 p.m. on more than 5 days in any week.

(3) *Meal-breaks.*—An employer shall not require or permit an employee to work for more than five hours continuously without an interval of not less than one hour during which no work shall be performed, and such interval shall not be deemed to be part of the ordinary hours of work or overtime; provided that—

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

(4) *Hours of Work to be Consecutive.*—Save as is provided in sub-clause (3), all hours of work shall be consecutive.

(5) *Limitation of Overtime.*—An employer shall not require or permit an employee to work overtime—

- (a) (i) for more than four hours in any day;
- (ii) for more than 10 hours in any week;
- (b) in the case of a female on more than three consecutive days or on more than sixty days in any year.

(6) Notwithstanding the provision of sub-section (1) of this section an employer may require or permit an employee to work overtime; provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) 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; or
 - (ii) provided such an employee with an adequate meal before she has to commence overtime; or
 - (iii) paid such employee an allowance of 2s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(7) *Rest Intervals.*—Rest intervals of not less than ten minutes during which no work shall be performed shall be allowed to each employee as nearly as practicable in the middle of the morning and afternoon work periods, and such intervals shall be regarded as time worked.

11. 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) At the rate of one and one-half times the hourly wage for each hour or part of an hour so worked on weekdays including Saturdays;
- (b) at the rate of twice the daily wage for each day or part of a day so worked on Sundays or statutory public holidays; or
- (c) at the rate of one and one-half times the daily wage for each day or part of a day so worked on Sundays or statutory public holidays and within seven days grant him one working day off on full pay.

(5) Elke werkgewer moet op of voor die 15de dag van elke maand 'n lys van die werknemers in sy diens op die laaste betaaldag van sy inrigting in die maand voor die maand waarin die opgawe gedoen word, aan die Sekretaris van die Raad stuur, met vermelding van die naam, geslag, ras, en werk van elkeen en van die basiese loon waarop elkeen geregtig is.

(6) Geen werkgewer, eienaar, vennoot of direkteur mag ten opsigte van die getalleverhouding ingesluit word nie, uitgesonderd dat, waar daar meer as een werkgewer, eienaar, vennoot of direkteur is, slegs een werkgewer, eienaar, vennoot, of direkteur by die Raad om 'n vrystellingsertifikaat van die bepalings van hierdie klousule aansoek mag doen, en indien hy die Raad daarvan oortuig dat hy die tydperk van leerlingenskap, wat kragtens hierdie Ooreenkoms vereis word, voltooi het, en 'n beëdigde verklaring indien dat hy in die werkwinkel voltyds of hoofsaaklik as 'n optiese werktuigkundige in diens is, mag die Raad sodanige vrystelling toestaan.

9. PRESKRIPSIEWERK.

Geen preskripsiewerk of vervaardiging van enkele rame of enkele lense mag in 'n massaproduksie-inrigting of massaproduksie-afdeling van 'n inrigting gedoen word nie.

10. WERKURE, GEWONE EN OORTYDURE, EN SONDAE EN OPENBARE VAKANSIEDAE.

(1) Die gewone werkure van 'n werknemer mag die volgende nie oorskry nie:—

(a) In die geval van 'n inrigting waarin 'n sesdaagse week gewerk word—

- (i) 46 uur in 'n week van Maandag tot en met Saterdag;
- (ii) agt uur op 'n dag tensy die ure op een dag nie meer as vyf is nie; in dié geval mag die ure op elkeen van die ander dae nie meer as 8½ op 'n dag wees nie.

(b) In die geval van 'n inrigting waarin 'n vyfdaagse week gewerk word—

- (i) 46 uur in 'n week van Maandag tot en met Vrydag;
- (ii) 9½ op 'n dag.

(2) Van 'n vroulike werknemer mag nie vereis word—

- (i) om tussen die ure 6 nm. en 8 vm.;
- (ii) of ná 1 nm. op meer as 5 dae in 'n week

te werk nie

(3) *Etensonderbrekings.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as 5 uur aaneen sonder 'n pouse van minstens een uur te werk nie, gedurende welke pouse geen werk verrig mag word nie, en die pouse mag nie as deel van die gewone werkure of van die oortydure beskou word nie; met dien verstande dat—

- (i) as die pouse langer as 'n uur duur, enige tyd oor 1½ uur as gewone werkure beskou moet word;
- (ii) werktye, onderbreek deur 'n pouse van minder as 'n uur, as aaneenlopend beskou moet word.

(4) *Werkure moet aaneenlopend wees.*—Uitgesonderd soos bepaal in subklousule (3) moet alle werkure aaneenlopend wees.

(5) *Beperking van oortyd.*—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om oortyd te werk nie—

- (a) (i) langer as vier uur op 'n dag;
- (ii) langer as 10 uur in 'n week;
- (b) in die geval van 'n vrouspersoon op meer as drie agtereenvolgende dae of op meer as 60 dae in 'n jaar;

(6) Nieteenstaande die bepalings van subartikel (1) van hierdie artikel, kan 'n werkgewer van 'n werknemer eis of hom toelaat om oortyd te werk; met dien verstande dat geen werkgewer van 'n vroulike werknemer mag eis of haar toelaat om—

- (a) langer as twee uur op 'n dag;
- (b) na voltooiing van haar gewone ure, langer as een uur op 'n dag

oortyd te werk nie, tensy hy—

- (i) haar voor 12-uur middag daarvan in kennis gestel het; of
- (ii) die werknemer van 'n goeie maaltyd voorsien het voordat sy met oortyd begin; of
- (iii) die werknemer die voorgeskrewe toelae van 2s. 6d. betyds betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortyd moet begin.

(7) *Rustye.*—Rustye van minstens tien minute, waarin geen werk verrig mag word nie, moet elke werknemer so naby as wat prakties moontlik is, gedurende die oggend- en middagskifte toegestaan word, en dié rustye moet as tyd gewerk beskou word.

11. BESOLDIGING VIR OORTYD EN VIR WERK OP SONDAE EN OPENBARE VAKANSIEDAE.

(1) Besoldiging vir oortyd en vir werk op Sondae en wetlike openbare vakansiedae moet teen onderstaande minimum loonskaal betaal word:—

- (a) Teen die skaal van 1½ maal die uurloon vir elke uur of deel van 'n uur aldus op weksdae gewerk, met inbegrip van Saterdag.
- (b) Teen tweemaal die daaglikse loon vir elke dag of deel van 'n dag op Sondae of wetlike openbare vakansiedae gewerk.
- (c) Teen 1½ maal die uurloon vir elke uur of gedeelte van 'n uur gewerk op Sondae of wetlike openbare vakansiedae en hom binne sewe dae een werkdag met volle besoldiging vry gee.

(2) No employee shall 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.

12. OUTWORK.

No employer in the industry shall give out work to be manufactured or processed except in an establishment, registered in terms of section 13 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.

13. REGISTRATION OF ESTABLISHMENT.

Every employer occupying an establishment in which any operation in the industry is 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 the 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 fourteen days from the date of change.

14. LEARNERS.

(1) Before any employer shall employ a learner 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 surfer, cylinder surfer, 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 provision of section 8 (1) and section 14 (1) of this Agreement are satisfactory it shall permit an employer to engage a learner or learners as provided for in section 8 (1).

(3) In the event of a change in the ratio as set out in section 8 (1) detrimental to the learner such permission shall be withdrawn.

15. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) Every employer shall grant to each of his employees employed by him in respect of each period of twelve months employed with him, and not later than two months after the termination of the said period leave of absence on full pay—

- (i) in the case of a foreman or an optical mechanic, three consecutive weeks' leave;
- (ii) in the case of every other employee, two consecutive weeks' leave.

(2) The period of such leave shall not be concurrent with—

- (a) any period during which the employee is under notice of termination of employment, or is undergoing peace training under the South African Defence Act unless at the request, in writing, of the employee for any valid reason;
- (b) any period of "sick leave" to which the employee is entitled in terms of clause 22 of this Agreement.

(3) If any statutory public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(4) The employer shall pay to an employee to whom leave is granted under sub-section (1) hereof his pay in respect of the period of leave not later than the last working day before the commencement of the said leave.

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

- (i) in the case of a foreman and an optical mechanic, one and one-half days pay; and
- (ii) 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 section 15 (1) or in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

(2) Geen werknemer mag verplig word om, sonder sy toestemming—

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

(3) Geen werknemer mag ontslaan of in sy werk benadeel word as gevolg van sy weiering om oortyd, of op 'n Sondag of op 'n wetlike openbare vakansiedag te werk nie.

12. BUTWERK.

Geen werkgever in die nywerheid mag werk uitgee wat in enige ander plek as 'n fabriek of werkwinkel, geregistreer kragtens artikel 12 van hierdie Ooreenkoms, vervaardig moet word nie, en hy mag ook van geen werknemer vereis of hom toelaat om enige werk in die oftalmiese vervaardigingsnywerheid te verrig nie, uitgesonderd in 'n inrigting wat die werkgever verskaf, in stand hou en beheer.

13. REGISTRASIE VAN INRIGTING.

Elke houer van 'n inrigting waarin 'n werksaamheid van die oftalmiese nywerheid uitgevoer word, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke persoon wat na daardie datum 'n werkgever word, moet binne een maand na die datum waarop hy met werksaamhede begin, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waar die inrigting geleë is, die naam van die eienaar of name van die vennote of, as dit 'n maatskappy met beperkte aanspreeklikheid is, die name name van die sekretaris en direkteure en die geregistreerde nommer van die inrigting wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk geregistreer is. Daarna moet die Sekretaris van die Raad 'n registrasiesertifikaat aan die houer uitreik wat, benewens sy eie geregistreerde nommer, die geregistreerde nommer van die inrigting toon volgens die registrasiesertifikaat deur die Inspekteur van Fabriek ingevolge die Wet op Fabriek, Masjinerie en Bouwerk uitgereik. Ingeval van 'n verandering van vennote of die sekretaris of direkteure van 'n maatskappy met beperkte aanspreeklikheid of van eienaar of van die adres van die inrigting, moet dié verandering of verandering binne 14 dae na die datum van die verandering aan die Sekretaris van die Raad bekendgemaak word.

14. LEERLINGE.

(1) Voordat 'n werkgever 'n leerling in diens neem, moet hy die Raad daarvan oortuig dat sy inrigting genoeg installasies, masjinerie en uitrusting het om die leerling doeltreffend op te lei en dat die inrigting as minimum die volgende vir iedere afdeling het:—

- (a) *Oppervlaktewerk*.—Sferiese oppervlaktemaker, silindriese oppervlaktemaker, sferiese poleerder.
- (b) *Inpas*.—Lensometer, kantsnyer, snyer, boor.
- (c) Alle bykomende gereedskap wat nodig is om sy werk doeltreffend te verrig.

(2) Mits die Raad homself oortuig het dat die bepalings van artikel 8 (1) en artikel 14 (1) van hierdie Ooreenkoms bevredigend is, moet hy 'n werkgever toelaat om 'n leerling of leerlinge soos by artikel 8 (1) bepaal, in diens te neem.

(3) Ingeval van 'n verandering van die getalverhouding in artikel 8 (1) bepaal, wat vir die leerling nadelig mag wees, moet die vergunning ingetrek word.

15. JAARLIKSE EN OPENBARE VAKANSIEDAE.

(1) Elke werkgever moet aan elke werknemer in sy diens ten opsigte van elke tydperk van 12 maande diens by hom, en nie later as twee maande na beëindiging van genoemde tydperk nie, verlof met volle besoldiging toestaan—

- (i) in die geval van 'n voorman of 'n optiese werktuigkundige, drie aaneenlopende weke verlof;
- (ii) in die geval van elke ander werknemer, twee aaneenlopende weke verlof.

(2) Die tydperk van die verlof mag nie saamval—

- (a) met 'n tydperk waarin die werknemer onder kennisgewing van densusbeëindiging staan of vredesopleiding ingevolge die Zuid Afrika Verdedigings Wet ondergaan nie, tensy om 'n goeie rede op skriftelike versoek van die werkgever;
- (b) 'n tydperk van „siekteverlof” waarop die werknemer kragtens artikel 22 van hierdie Ooreenkoms geregtig is.

(3) As 'n wetlike openbare vakansiedag binne die tydperk van die verlof val, moet die vakansiedag by genoemde tydperk gevoeg word as verdere verlof met volle besoldiging.

(4) Die werkgever moet die werknemer aan wie verlof kragtens subartikel (1) hiervan toegestaan is, se besoldiging ten opsigte van genoemde verlof op of voor die laaste werkdag voor die aanvang van genoemde verlof betaal.

(5) By densusbeëindiging moet die werkgever die werknemer sy volle loon betaal ten opsigte van enige verlof wat hom toekom maar wat nog nie toegestaan is nie, en—

- (i) in die geval van 'n voorman of 'n optiese werktuigkundige 1½ dag se loon, en
- (ii) in die geval van alle ander werknemers, een dag se loon,

vir elke voltooide tydperk van een maand se diens by die werkgever na die datum toe hy laas geregtig was op verlof kragtens artikel 15 (1), of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die datum waarop sy dienstyd begri het.

(6) Any period during which an employee—

- (a) is on leave in terms of section 15 (1);
- (b) undergoes peace training under the South Africa Defence Act, 1912; 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 thirty days during any twelve months of service;

shall be deemed to be employment for the purpose of sub-sections (1) and (3) of this section.

(7) For the purpose of this section 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.

(8) In addition to the annual leave referred to in sub-clause (1) of this clause, an employer shall grant to all his employees leave of absence on full pay on all statutory public holidays, as follows: New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, Ascension Day, Union Day, Queen's Birthday, Settlers Day, Kruger Day, Day of the Covenant, Christmas Day, Boxing Day, or any other statutory proclaimed holiday, and excluding any holiday which may be deproclaimed during the period of this Agreement; provided an employee may, with his consent, be required to work on any such day.

16. TERMINATION OF EMPLOYMENT.

(1) In the case of weekly paid employees not less than one week's notice and in the case of monthly paid employees not less than one month's notice in writing to take effect from the usual pay-day of the employee, shall be given by the employer or the employee to terminate employment; provided this shall not affect—

- (a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient;
- (b) any written agreement between the employer and employee providing for a period of notice of equal duration on both sides and for a period of longer than a week in the case of a weekly paid employee or longer than a month in the case of a monthly paid employee;

and provided further that an employer may pay an employee wages for and in lieu of the period of notice prescribed or agreed upon in terms of this sub-section.

(2) An employee whose employment is terminated during the currency of any period of notice given in terms of sub-section (1) shall receive full pay for the period of notice.

(3) No employer shall dismiss any employee by reason of such employee's absence from work through illness; provided that the period of absence does not exceed thirty days in the aggregate in a calendar year or in the case of confinement, twelve weeks.

(4) Where an employee's employment has been terminated in terms of section 16 (1) (a) of this Agreement, the employer shall within three days forward to the Secretary of the Council, the original and duplicate of the certificate of service in respect of such employee on such termination for transmission to the employee on application.

17. PREMIUMS.

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

18. 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.

19. CERTIFICATES OF SERVICE.

(1) Every employer shall, on termination of employment by an employee, complete in triplicate a certificate of service in the form of Annexure A to this Agreement. 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 sub-section (1) together with a certificate of experience issued by the Secretary of the Council which shall be in the form of Annexure B to this Agreement.

(3) Every employer must within seven days of the engagement of an employee complete and forward to the Secretary of the Council the engagement form as set out in Annexure C to this Agreement together with the certificate of experience handed to him by the employee.

(6) Enige tydperk waarin 'n werknemer—

- (a) kragtens subartikel 15 (1) op verlof is;
- (b) vredesopleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan;
- (c) op las of op versoek van sy werkgever van werk afwesig is; of
- (d) weens siekte afwesig is; met dien verstande dat die afwesigheid nie 30 dae gedurende 12 maande diens oorskry nie,

moet vir die toepassing van subartikels (1) en (3) van hierdie artikel as diens beskou word.

(7) Vir die doel van hierdie artikel, word dit beskou dat diens begin—

- (a) op die datum waarop die werknemer by sy werkgever in diens getree het; of
- (b) die datum waarop die werknemer laas op verlof geregtig geword het, na gelang van die jongste datum.

(8) Benewens die jaarlikse verlof in subklousule (1) van hierdie klousule genoem, moet 'n werkgever al sy werknemers verlof met volle besoldiging op alle wetlike openbare vakansiedae toestaan, nl. op Nuwejaarsdag, Van Riebeeckdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Uniedag, Koninginsverjaardag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag, Tweede Kersdag, en enige ander wetlike geproklameerde vakansiedag, uitgesonderd enige vakansiedag wat gedurende die tydperk van hierdie Ooreenkoms gedepronkameer, mag word; met dien verstande dat van 'n werknemer vereis kan word om, met sy toestemming, op enige sodanige dae te werk.

16. DIENSBEÏNDIGING.

(1) In die geval van werknemers wat weekliks betaal word, moet 'n werkgever of werknemer minstens een week, en in die geval van werknemers wat maandeliks betaal word, minstens een maand kennis van diensopsegging met ingang van die gewone betaaldag van die werknemer gee; met dien verstande dat dit nie onderstaande raak nie:—

- (a) die reg van 'n werkgever of werknemer om die dienskontrak sonder kennisgewing op te sê om enige rede wat by wet as voldoende erken word;
- (b) 'n ooreenkoms tussen die werkgever en werknemer wat voorsiening maak vir 'n tydperk van gelyke duur aan albei kante en vir 'n tydperk van langer as 'n week in die geval van 'n werknemer wat weekliks betaal word, en vir langer as 'n maand in die geval van 'n werknemer wat maandeliks betaal word;

en verder met dien verstande dat 'n werkgever sy werknemer lone kan betaal vir en in plaas van die tydperk van kennisgewing kragtens hierdie subartikel voorgeskryf of waaroor ooreengekom is.

(2) 'n Werknemer wie se diens beëindig word gedurende die tydperk van kennisgewing kragtens subartikel (1) hiervan voorgeskryf, moet sy volle loon ontvang gedurende die tydperk van kennisgewing.

(3) Geen werkgever mag enige werknemer weens afwesigheid as gevolg van siekte ontslaan nie; met dien verstande dat die tydperk van afwesigheid in die loop van 'n kalenderjaar nie 'n totaal van 30 dae oorskry nie, of in die geval van 'n bevalling, nie twaalf weke nie.

(4) As 'n werknemer se diens ingevolge artikel 16 (1) (a) van hierdie Ooreenkoms beëindig word, moet die werkgever binne drie dae na sodanige diensbeëindiging die oorspronklike en duplikaat van die dienskontrak ten opsigte van sodanige werknemer aan die Sekretaris van die Raad stuur vir oorhandiging aan die werknemer wanneer hy aansoek daarom doen.

17. LEERGELD.

'n Werkgever mag geen geld vir die opleiding van 'n werknemer vra of aanneem nie.

18. BESTAANDE KONTRAKTE.

Enige dienskontrak wat bestaan op die datum waarop hierdie Ooreenkoms in werking tree, of wat na die datum aangegaan word, mag nie minder gunstig wees as die bepalinge van hierdie Ooreenkoms nie.

19. DIENSSERTIFIKATE.

(1) By diensbeëindiging deur 'n werknemer moet elke werkgever 'n sertifikaat in drievoud in die vorm van Aanhangsel A van hierdie Ooreenkoms uitreik aan elke werknemer wat sy diens verlaat. Die oorspronklike moet aan die werknemer oorhandig word, die duplikaat binne sewe dae aan die Sekretaris van die Raad gestuur en die triplikaat deur die werkgever bewaar word.

(2) Voordat 'n werkgever 'n werknemer in diens neem wat voorheen in die nywerheid gewerk het, moet hy die werknemer versoek om 'n dienssertifikaat voor te lê wat kragtens artikel (1) uitgereik is, tesame met 'n sertifikaat van ondervinding deur die Sekretaris van die Raad uitgereik, wat in die vorm van Aanhangsel B van hierdie Ooreenkoms moet wees.

(3) Elke werkgever moet binne sewe dae van die indiensneming van 'n werknemer die indiensnemingsvorm—Aanhangsel C van hierdie Ooreenkoms—tesame met die sertifikaat van ondervinding wat deur die werknemer aan hom oorhandig is, invul en aan die Sekretaris van die Raad stuur.

20. EXEMPTIONS.

(1) 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 persons concerned, withdraw such exemption, whether or not the period for which it was granted, has expired; provided that no exemption shall be granted to permit of a female employee to be employed—

- (i) between 6 p.m. and 8 a.m.;
- (ii) after 1 p.m. 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 section, a licence signed by him, setting out—

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

21. 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 basic wages as set out in clause 4, paid to the employee the employer shall make the deductions set out hereunder and add a like amount to be contributed by himself:—

Per Week.	s. d.
Up to £2. 5s.	Nil
£2. 5s. 1d. to £5. 10s.	0 3
£5. 10s. 1d. and over	0 6

The total amount so deducted, together with the amount contributed by the employer, shall be forwarded by the employer to the Secretary of the Council not later than the seventh day of the month succeeding the month in which the contributions fall due.

(2) No deductions for Council Funds shall be made from employees termed as labourers and employers shall not be obliged to contribute on behalf of such employees.

22. SICKNESS AND SICK LEAVE.

After three months consecutive service with the same employer such employer shall grant to his employee who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, twelve 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 not less than in the case of an establishment in which a six-day week is observed, one-sixth of the weekly wage, and in the case of an establishment in which a five-day week is observed 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 a certificate signed by a registered medical practitioner showing the nature of the employee's illness and certifying that he was unfit for work in respect of each period of absence for which payment is claimed.

23. PROTECTIVE CLOTHING.

An employer shall provide free of charge to every workshop employee on request, a protective apron which shall remain the property of the employer but for which the employee shall be responsible.

24. ADMINISTRATION OF AGREEMENT.

(a) 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 employer and the employees.

(b) Employers shall grant 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.

20. VRYSTELLINGS.

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

(2) Die Raad stel die voorwaardes vas waarvolgens die vrystelling verleen word en die duur van die tydperk waarvoor dit toegestaan is, en kan die vrystelling na een week skriftelike kennisgewing aan die betrokke persoon, intrek, ongeag of die tydperk waarvoor dit toegestaan is, verloop het of nie; met dien verstande dat geen vrystelling verleen word om 'n vroulike werknemer toe te laat om—

- (i) tussen 6 nm. en 8 vm.; en
- (ii) na 1 nm.;

op meer as vyf dae in 'n week te werk nie, uitgesonderd vir die doel om werk te verrig wat deur 'n noodgeval vereis word.

(3) Die Sekretaris van die Raad moet aan elke persoon wat vrystelling ingevolge die bepalings van hierdie artikel verkry het, 'n lisensie, deur hom onderteken, uitreik, waarop die volgende voorkom:—

- (a) Die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
- (c) die voorwaardes vasgestel ooreenkomstig subartikel (2) van hierdie artikel waarby sodanige vrystelling verleen is;
- (d) die tydperk waarvoor hierdie vasstelling van krag bly.

(4) Die Sekretaris van die Raad moet—

- (a) alle lisensies wat uitgereik word in volgorde nummer;
- (b) 'n afskrif hou van elke lisensie wat uitgereik word.

(5) As aansoek om vrystelling gedoen word ten opsigte van die diensvoorwaardes van 'n werknemer, moet die aansoek om vrystelling skriftelik aan die Sekretaris van die Raad, deur sowel die betrokke werknemer as die werkgewer geteken, gestuur word.

(6) Elke werkgewer moet die bepalings van enige vrystelling-lisensie nakom wat kragtens hierdie artikel uitgereik word.

21. RAADSFONDSE.

(1) Die fondse van die Raad wat by die Raad berus en deur hom beheer word, word op die volgende wyse verkry: Van die basiese lone wat aan die werknemer betaal word, soos in klousule 4 bepaal, moet die werkgewer die bedrae hieronder genoem, aftrek en gelyke bedrae wat hy self bydra, daarby voeg:—

Per week.

	s. d.
Tot en met £2. 5s.	Nil
£2. 5s. 1d. tot £5. 10s.	0 3
£5. 10s. 1d. tot meer	0 6

Die totale bedrag wat afgetrek word, moet, tesame met die bedrag wat die werkgewer bydra, deur die werkgewer op of voor die sewende dag van die maand wat volg op die maand waarin die bydrae verskuldig is, aan die Sekretaris van die Raad gestuur word.

(2) Geen aftrekkings vir Raadsfondse mag van die lone van werknemers wat as arbeiders geklassifiseer is, gemaak word nie, en die werkgewers is nie verplig om ten behoeve van sodanige werknemers tot die fonds by te dra nie.

22. SIEKTE EN SIEKTEVERLOF.

Na ononderbroke diens van drie maande by dieselfde werkgewer, moet sodanige werkgewer aan sy werknemer, wat van sy werk afwesig is weens siekte of weens 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, geëis kan word, siekteverlof van 12 werkdade in die geheel gedurende een jaar diens toestaan, en hom ten opsigte van elke werkdag daarvan, 'n bedrag betaal wat nie minder is nie as een-sesde van die weekloon wat hy onmiddellik voor die begin van die siekteverlof ontvang het, in die geval van 'n inrigting waar daar ses dae in die week gewerk word, en een-vyfde van die weekloon in die geval van 'n inrigting waar daar vyf dae per week gewerk word; met dien verstande dat die werkgewer van die werknemer kan vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is, waarin die aard van die werknemer se siekte aangedui word en gesertifiseer word dat hy ongeskik vir werk was gedurende elke tydperk van afwesigheid waarvoor besoldiging geëis word.

23. BESKERMENDE KLERE.

Op versoek moet 'n werkgewer 'n beskermende voorskoot kosteloos aan elke werknemer in 'n werkswinkel verskaf en sodanige voorskoot bly die eiendom van die werkgewer, maar die werknemer is daarvoor verantwoordelik.

24. TOEPASSING VAN DIE OOREENKOMS.

(a) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van die Ooreenkoms en vir die leiding van werkgewers en werknemers mag hy menings uitspreek wat nie onverenigbaar met die bepalings daarvan is nie.

(b) Werkgewers moet werknemers wat verteenwoordigers op die Raad is, alle redelike geriewe toestaan om hul pligte in verband met die werk van die Raad na te kom.

25. 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 must 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.

26. 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.

Signed at Johannesburg, on behalf of the parties, this eighth day of March, 1955.

M. R. CAMERON,
Chairman of the Council.

P. BLAKE,
Vice Chairman of the Council.

M. SAROVITCH,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE SOUTH AFRICAN
OPHTHALMIC OPTICAL MANUFACTURING INDUSTRY.
(Registered under the Industrial Conciliation Act, 1937.)

P.O. Box 5175, Telephone No. 22-0810.
28 Progress Buildings,
156 Commissioner Street,
Johannesburg. No.....

CERTIFICATE OF SERVICE.

Surname.....
Christian name/s.....
Address.....
Age..... Sex..... Occupation.....
Rate of pay on engagement..... per.....
Rate of pay at time of leaving..... per.....
Date of entering service.....
Date of last increase.....
Union Card No.....

LEAVE PAY.

Amount paid £..... being $\frac{1}{1\frac{1}{2}}$ day per month in
respect of..... months.
Name of firm.....
Date of issue.....

Employer's Signature.

FOR USE OF THE INDUSTRIAL COUNCIL ONLY.

Registration No.....
Remarks.....

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE SOUTH AFRICAN
OPHTHALMIC OPTICAL MANUFACTURING INDUSTRY.
(Registered under the Industrial Conciliation Act, 1937.)

P.O. Box 5175, Telephone No. 22-0810.
28 Progress Buildings,
156 Commissioner Street,
Johannesburg. No.....

CERTIFICATE ISSUED IN TERM OF CLAUSE 19 (2) OF
THIS AGREEMENT FOR THE OPHTHALMIC OPTICAL
MANUFACTURING INDUSTRY.

This is to certify that the bearer, M.....
of.....
had had the following experience in the Industry.....
and is entitled to a wage of not less than £..... per
week plus cost of living allowance as prescribed in War Measure
No. 43 of 1942, as amended, or may be amended from time to
time.

This certificate must be attached to the Engagement Form
(Annexure C) and forwarded to the Secretary of the Council
within seven days after the bearer has commenced work.

Secretary.

25. AGENTE.

Die Raad moet een of meer aangewese persone as agente
aanstel om behulpsaam te wees by die toepassing van die
bepalings van hierdie Ooreenkoms. Elke werkgever moet
sodanige agent toelaat om persele te inspekteer, dié navraag te
doen, dié registers na te gaan en dié persone te ondervra as wat
vir dié doel nodig is, en elke ondervraagde persoon moet die
inligting so goed as wat hy kan, verstrek.

26. VERTONING VAN DIE OOREENKOMS.

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

Namens die partye op hede die 8ste dag van Maart 1955, in
Johannesburg onderteken.

M. R. CAMERON,
Voorsitter van die Raad.

P. BLAKE,
Ondervoorsitter van die Raad.

M. SAROVITCH,
Sekretaris van die Raad.

AANHANGSEL A.

NYWERHEIDSRAAD VAN DIE SUID-AFRIKAANSE
OFTALMIESE VERVAARDIGINGSNYWERHEID.
(Geregistreer ingevolge die Nywerheid-versoeningswet, 1937.)

Posbus 5175, Telefoon No. 22-0810.
Progress-gebou 28,
Commissionerstraat 156,
Johannesburg. No.....

DIENSSERTIFIKAAT.

Familienaam.....
Voornaam.....
Adres.....
Ouderdom..... Geslag..... Bedryf.....
Besoldiging by indiensneming..... per.....
Besoldiging by vertrek..... per.....
Datum van diensaanvaarding.....
Datum van laaste loonsverhoging.....
Vakverenigingskaart No.....

VERLOF-BESOLDIGING.

Bedrag betaal: £..... wat $\frac{1}{1\frac{1}{2}}$ dag per maand ten opsigte
van..... maande is.
Naam van firma.....
Datum van uitreiking.....

Werkgever se handtekening.

SLEGS VIR GEBRUIK DEUR NYWERHEIDSRAAD.

Registrasienommer.....
Opmerkings.....

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE SUID-AFRIKAANSE
OFTALMIESE VERVAARDIGINGSNYWERHEID.
(Geregistreer ingevolge die Nywerheid-versoeningswet, 1937.)

Posbus 5175, Telefoon No. 22-0810.
Progress-gebou 28,
Commissionerstraat 156,
Johannesburg. No.....

SERTIFIKAAT UITGEREIK KRAGTENS KLOUSULE 19 (3)
VAN DIE OOREENKOMS VIR DIE OFTALMIESE VER-
VAARDIGINGSNYWERHEID.

Hierby word gesertifiseer dat die draer, M.....
van..... onderstaande ondervinding
in die Oftalmiese Nywerheid het.....
en geregtig is op 'n loon van minstens.....
per week, plus die lewenskostetoelae voorgeskryf by Oorlogs-
maatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot
tyd gewysig word.

Hierdie sertifikaat moet aan die aanstellingsvorm (Aanhangsel
C) geheg, en binne sewe dae nadat die applikant met sy werk
'n aanvang geneem het, aan die Sekretaris van die Raad gestuur
word.

Sekretaris.

ANNEXURE C.

INDUSTRIAL COUNCIL FOR THE SOUTH AFRICAN
OPHTHALMIC OPTICAL MANUFACTURING INDUSTRY.

(Registered under the Industrial Conciliation Act, 1937.)

P.O. Box 5175, Telephone No. 22-0810.
28 Progress Buildings,
156 Commissioner Street,
Johannesburg. No.....

ENGAGEMENT FORM.

EMPLOYEE.

Surname.....
Christian name/s.....
Address.....
Age..... Sex..... Occupation.....
Date of engagement.....
Wages to commence..... c.o.l. allowance.....

EMPLOYEE.

Name.....
Address.....
No. of certificate (Annexure B) brought by employee.....
The employer must complete this form and forward it to the
Secretary of the Council together with the certificate of experience
handed to him by the employee, within seven days after the
employee has commenced work.
Date of issue.....

Signature of Employer.

FOR USE OF THE INDUSTRIAL COUNCIL ONLY:

Registration No.....
Confirmation No. and date of issue.....
Wage rate confirmed at f.....

Secretary/Agent.

AANHANGSEL C.

NYWERHEIDSRAAD VIR DIE SUID-AFRIKAANSE
OFTALMIESE VERVAARDIGINGSNYWERHEID.

(Geregistreer ingevolge die Nywerheid-versoeningswet, 1937.)

Posbus 5175, Telefoon No. 22-0810.
Progress-gebou 28,
Commissionerstraat 156,
Johannesburg. No.....

AANSTELLINGSVORM.

WERKNEMER.

Familienaam.....
Voornaam.....
Adres.....
Ouderdom..... Geslag..... Bedryf.....
Datum van indiensneming.....
Loon moet begin..... l.k.t.....

WERKGEWER.

Naam.....
Adres.....
No. van sertifikaat (Aanhangsel B) deur werkgewer voorgelê.....
Die werkgewer moet hierdie vorm invul en dit binne sewe dae
nadat die werknemer begin werk het, tesame met die sertifikaat
van ondervinding wat deur die werknemer aan hom oorhandig is,
aan die Sekretaris van die Raad stuur.
Datum van uitreiking.....

Werkgewer se handtekening.

SLEGS VIR GEBRUIK VAN DIE NYWERHEIDSRAAD.

Registrasienuommer.....
Bekragtigingsnommer en datum van uitreiking.....
Loonskaal bekragtig, f.....

Sekretaris/Agent.

* No. 1175.] [10 June 1955.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

OPHTHALMIC MANUFACTURING INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, hereby, in
terms of sub-section (1) of section *twenty-two* of the
Factories, Machinery and Building Work Act, 1941,
declare the provisions of the Agreement and notice relating
to the Ophthalmic Manufacturing Industry, published
under Government Notice No. 1174 of the 10th June,
1955, to be not less favourable to the persons whose hours
of work are regulated thereby than the relative provisions
of the said Act.J. DE KLERK,
Minister of Labour.* No. 1175.] [10 Junie 1955.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

OFTALMIESE VERVAARDIGINGSNYWERHEID.

Ek, JOHANNES DE KLERK, Minister van Arbeid, hande-
lende ingevolge subartikel (1) van artikel *twee-en-twintig*
van die Wet op Fabriek, Masjinerie en Bouwerk, 1941,
verklaar hierby dat die bepalings van die Ooreenkoms en
kennisgewing in verband met die Oftalmiese Vervaardi-
gingsnywerheid, gepubliseer by Goewermentskennisgewing
No. 1174 van 10 Junie 1955, vir die persone wie se werke-
ure daarby gereël word, nie minder gunstig as die ooreen-
stemmende bepalings van genoemde Wet is nie.J. DE KLERK,
Minister van Arbeid.Union of South Africa
Coat of Arms
In Colours

Size: 11½ inches by 9 inches

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