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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1669.] [19 Augustus 1955.
NYWERHEID-VERSOENINGSWET, 1937.

JUWELE- EN EDELMETALENYWERHEID.

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 op die Juwele- en Edelmetalenywerheid betrekking het, vanaf die 1ste September 1955 en vir die tydperk wat op die 31ste dag van Augustus 1956 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 2 tot en met 18, 20 tot en met 24 en 26 tot en met 32 van genoemde Ooreenkoms vervat, vanaf die 1ste September 1955 en vir die tydperk wat op die 31ste dag van Augustus 1956 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte Pretoria, Johannesburg, Randfontein, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 2 tot en met 18, 20 tot en met 24 en 26 tot en met 32 van genoemde Ooreenkoms vervat, vanaf die 1ste September 1955 en vir die tydperk wat op die 31ste dag van Augustus 1956 eindig, in die magistraatsdistrikte Pretoria, Johannesburg, Randfontein, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel een van genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1669.] [19 August, 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

JEWELLERY AND PRECIOUS METAL 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 Jewellery and Precious Metal Industry, shall be binding from the 1st September, 1955, and for the period ending the 31st day of August, 1956, upon the employers' organisation and 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 sections 2 to 18 (inclusive), 20 to 24 (inclusive) and 26 to 32 (inclusive) of the said Agreement shall be binding from the 1st September, 1955, and for the period ending the 31st day of August, 1956, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Pretoria, Johannesburg, Randfontein, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Pretoria, Johannesburg, Randfontein, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel and from the 1st September, 1955, and for the period ending the 31st day of August, 1956, the provisions contained in sections 2 to 18 (inclusive), 20 to 24 (inclusive) and 26 to 32 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons in the said Industry 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.

BYLAË

NYWERHEIDSRAAD VIR DIE JUWELE- EN EDELMETALENYWERHEID.

OOREENKOMS

kragtens die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Transvaal Jewellers' Association

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

Jewellers and Goldsmiths' Union

(hieronder „die vakvereniging” genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Juwele- en Edelmetalenywerheid.

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid ingevolge artikel *agti-en-veertig* van die Wet vasstel en bly van krag tot 31 Augustus 1956, of vir sodanige tydperk as wat hy kan bepaal.

2. BESTEK EN TOEPASSING VAN OOREENKOMS.

Alle werkgewers in die Juwele- en Edelmetalenywerheid en alle lede van die vakvereniging wat in hierdie nywerheid werksaam is en vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word, moet die bepalings van hierdie Ooreenkoms nakom in die magistraatsdistrikte Pretoria, Johannesburg, Randfontein, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel, maar dit is slegs op vakleerlinge van toepassing vir sover dit nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, of met regulasies wat daarkragtens uitgevaardig is of 'n kontrak wat daarkragtens aangegaan is nie.

3. ALGEMENE WOORDOMSKRYWINGS.

Tensy die teenoorgestelde bedoeling blyk, het enige uitdrukking wat in hierdie Ooreenkoms gebruyk word en in die Nywerheid-versoeningswet, 1937, omskryf is, dieselfde betekenis as in genoemde Wet en wanneer daar van genoemde Wet melding gemaak word, omvat dit alle wysigings daarvan of regulasies wat daarkragtens uitgevaardig is, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die enkelvoud aandui ook die meervoud en andersom, en woorde wat die manlike geslag aandui, ook vrouens, en woorde wat persone aandui ook korporasies, voorts tensy strydig met die verband, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„vakleerling”—

(a) 'n persoon wat kragtens 'n leerlingkontrak in diens is in 'n bedryf in die nywerheid wat ingevolge artikel *sestien* van die Wet op Vakleerlinge, 1944, aangewys is en welke genoemde kontrak kragtens subartikel (2) van artikel *twintig* of artikel *drie-en-twintig* van genoemde Wet geregistreer is; of

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

(i) op skrif gestel is;

(ii) deur of namens die werkgewer onderteken is;

(iii) deur die vakleerling onderteken is; en

(iv) deur die vakleerling se voog onderteken is as die vakleerling, toe die kontrak aangegaan is, minderjarig was;

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

„Raad”, die Nywerheidsraad vir die Juwele- en Edelmetalenywerheid;

„inrigting”, persele waarop of in verband waarmee een of meer persone in die Juwele- en Edelmetalenywerheid werksaam is;

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

„Nywerheid”, die Juwele- en Edelmetalenywerheid;

„Juwele- en Edelmetalenywerheid”, die gesamentlike onderneming waarin werkgewer en werknemer vir een van die volgende doeleindes geassosieer is:—

(a) Die vervaardiging van een of meer van die volgende artikels, hoofsaaklik uit edelmetale, met inbegrip van alle werksaamhede behorende by sodanige vervaardiging—

(i) juweliersware en/of persoonlike sierade met of sonder sieraadstene;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between—

The Transvaal Jewellers' Association

(hereinafter referred to as “the employers' organisation”), of the one part, and

The Jewellers' and Goldsmiths' Union

(hereinafter referred to as “the trade union”), of the other part, being parties to the Industrial Council for the Jewellery and Precious Metal Industry.

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act and shall remain in force until the 31st day of August, 1956, or for such period as may be determined by him.

2. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Pretoria, Johannesburg, Randfontein, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel by all employers who are engaged in the Jewellery and Precious Metal Industry and by all members of the trade union who are employed in that industry and for whom wages and conditions of employment are prescribed in this Agreement, except that they shall apply to apprentices, only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any regulation made thereunder or any contract entered into in terms thereof.

3. GENERAL DEFINITIONS.

Unless the contrary intention appears any expression used in this Agreement which is defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, and any reference to that Act shall include any amendment thereto or regulation made thereunder, and unless the contrary intention appears, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include females, and words importing persons shall include corporations; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1937;

“Apprentice” means—

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

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

(i) reduced to writing;

(ii) signed by or on behalf of the employer;

(iii) signed by the apprentice; and

(iv) if at the time the contract was entered into the apprentice was a minor, signed by the guardian of the apprentice;

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

“Council” means the Industrial Council for the Jewellery and Precious Metal Industry;

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

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

“Industry” means the Jewellery and Precious Metal Industry; Jewellery and Precious Metal Industry” means the joint enterprise in which employer and employee are associated for any of the following purposes:—

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

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

- (ii) montuur vir sieraadstene;
 - (iii) medaljes, medallions, wapens, vrymesselaarsjuwele en/of dergelike artikels;
 - (iv) ornamente, siervate, siergerei, en/of dergelike sier-artikels;
 - (v) dele van enigeen van voornoemde artikels;
 - (b) die set en/of opnuut set van sieraadstene in artikels gemeld in paragraaf (a);
 - (c) die gravering van artikels gemeld in paragraaf (a);
 - (d) die herstel, wysiging en/of vernuwing van artikels gemeld in paragraaf (a);
 - (e) die emaljerij van alle voorwerpe in paragraaf (a) genoem;
 - (f) die maak en/of herstel van gereedskap en/of stempels wat in die werksaamhede gemeld in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is, wanneer dit onderneem word deur 'n werkgewer wat sulke werksaamhede verrig en wanneer dit in verband daarmee onderneem word;
 - (g) die gravering van stempels wat in die werksaamhede vermeld in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is;
- [Die uitdrukking „emaljerij” wat in hierdie woord-omskrywing gebesig word, beteken 'n verglaasde stof wat met die hand of met 'n masjien en/of 'n warmteproses op die oppervlakte van 'n metaalvoorwerp aangebring word.]
- [Die uitdrukking „edelmetale”, genoem in paragraaf (a) van hierdie woordomskrywing, beteken die edelmetale goud, silwer, platina en/of palladium en/of 'n legering wat genoemde edelmetale of enigeen daarvan in 'so 'n verhouding tot ander metale bevat dat dit die grootste waarde van so 'n legering uitmaak.]
- [Die uitdrukking „sieraadstene”, in paragraaf (a) en (b) van hierdie woordomskrywing genoem, beteken edelstene en/of halfedelstene en/of ander sieraadstene, hetsy geslyp en gepoleer of van natuurlike vorm en glans en/of namaak-sels van sulke stene.]
- [Die uitdrukking „graveerwerk” omvat die volgende maar sonder om die betekenis daarvan te beperk:—
- (i) Gravering van blom-, dekoratiewe en/of abstrakte ontwerpe;
 - (ii) gravering van inskripsies, datums, monogramme, voorletters en/of iets dergeliks;
 - (iii) gravering van heraldiese ontwerpe;
 - (iv) gravering van buitelyne vir uitsny;
 - (v) reliëfsnywerk en/of versinkwerk vir die doeleinde van of ten voorbereiding van emaljerij, of andersins;
 - (vi) matwerk, bosseleerwerk, kerfwerk en/of gedrewe werk; en dit word in verband met die Juwele- en Edelmetale-nywerheid bedoel.]

„ambagsgesel” beteken 'n persoon wat—

- (a) 'n vakleerlingskap kragtens 'n leerlingkontrak soos gemeld in paragraaf (a) van die omskrywing van „vakleerling”, gedien en voltooi het; of
- (b) tot bevrediging van die Raad bewys gelewer het van enigeen van die volgende en in besit is van 'n sertifikaat in die vorm van Aanhangsel A van hierdie Ooreenkoms, wat die Raad as bevestiging daarvan uitgereik het—

- (i) dat hy die Unie van Suid-Afrika 'n vakleerlingskap kragtens 'n leerlingkontrak soos gemeld in paragraaf (b) van genoemde omskrywing van „vakleerling”, gedien en voltooi het;
- (ii) dat hy voor die datum van aanwysiging gemeld in genoemde omskrywing van „vakleerling”, in die Unie van Suid-Afrika 'n vakleerlingskap of 'n leerlingtydperk van minstens die erkende opleidingstydperk in 'n erkende bedryf in die Nywerheid gedien en voltooi het;
- (iii) dat hy voor genoemde datum van aanwysing in die Unie van Suid-Afrika, praktiese ondervinding in enigeen van die erkende bedrywe in die Nywerheid vir 'n tydperk van minstens genoemde erkende opleidingstyd opgedoen het;
- (iv) dat hy buite die Unie van Suid-Afrika 'n vakleerlingskap of 'n leerlingtydperk van minstens genoemde erkende opleidingstyd in 'n erkende bedryf in die Nywerheid gedien en voltooi het;
- (v) dat hy buite die Unie van Suid-Afrika praktiese ondervinding in 'n erkende bedryf in die Nywerheid vir 'n tydperk van minstens genoemde erkende opleidingstyd opgedoen het.

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

- (i) in die geval van vakleerlingskap, leerlingskap of praktiese ondervinding (na gelang van die geval) in die monterbedryf en edelmetalewerkbedryf, 'n tydperk van minstens drie jaar;
- (ii) in die geval van vakleerlingskap, leerlingskap of praktiese ondervinding (na gelang van die geval) in die set- of graveerbedryf, 'n tydperk van minstens vier jaar;
- (iii) in die geval van vakleerlingskap, leerlingskap of praktiese ondervinding (na gelang van die geval) in die edelmetalewerk- en monterbedryf (met inbegrip van diamantmonterwerk), 'n tydperk van minstens vyf jaar).

- (ii) mountings for ornamental stones;
- (iii) medals, medallions, badges, masonic jewels and/or like articles;
- (iv) ornaments, ornamental vessels, ornamental utensils and/or like ornamental articles;
- (v) parts of any of the aforesaid articles.

- (b) The setting and/or resetting of ornamental stones in any articles referred to in paragraph (a).
- (c) The engraving of any articles referred to in paragraph (a).
- (d) The repairing, altering and/or renovating of any articles referred to in paragraph (a).
- (e) The enamelling of any articles referred to in paragraph (a).
- (f) The making and/or repairing of tools and/or dies used or intended for use in any of the activities referred to in this definition when undertaken by any employer engaged in such activities and when undertaken in connection therewith.
- (g) The engraving of dies used or intended for use in any of the activities referred to in this definition.

[The term „enamelling,” used in this definition means a vitrified substance applied to the surface of a metallic object by hand or machine and/or heat process.]

[The term „precious metals” referred to in paragraph (a) of this definition means the precious metals, gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of them in such proportion with any other metals as to be the greater part in value of such alloy.]

[The term „ornamental stones” referred to in paragraphs (a) and (b) of this definition means precious and/or semi-precious gem stones and/or any other ornamental stones, whether cut and polished or of natural shape and lustre and/or imitations of any such stones.]

[The term „engraving” includes, but without limiting the meaning thereof, the following:—

- (i) Engraving of floral, decorative and/or abstract designs;
- (ii) engraving of inscriptions, dates, monograms, initials, and/or the like;
- (iii) engraving of heraldic designs;
- (iv) engraving of outlines for cutting out;
- (v) cutting in relief and/or sinking for the purpose of, or in preparation for, enamelling or otherwise;
- (vi) matting, embossing, carving, and/or chasing, and is intended to be in conjunction with the Jewellery and Precious Metal Industry.]

„journeyman” means any person who—

- (a) has served and completed an apprenticeship in terms of a contract of apprenticeship such as referred to in paragraph (a) of the definition of „apprentice”; or
- (b) has proved to the satisfaction of the Council any of the following and is in possession of a certificate in the form of Annexure A to this Agreement issued by the Council certifying such proof:—

- (i) That he has, in the Union of South Africa, served and completed an apprenticeship in terms of a contract of apprenticeship such as referred to in paragraph (b) of the said definition of „apprentice”;
- (ii) that, in the Union of South Africa, prior to the date of designation referred to in the said definition of „apprentice”, he served and completed an apprenticeship, or a period of learnership, of not less than the recognised period of training to any recognised trade in the Industry;
- (iii) that, in the Union of South Africa, prior to the said date of designation, he had practical experience at any recognised trade in the Industry for a period of not less than the said recognised period of training;
- (iv) that he has, outside the Union of South Africa, served and completed an apprenticeship, or a period of learnership, of not less than the said recognised period of training, to any recognised trade in the Industry;
- (v) that he has, outside the Union of South Africa, had practical experience at any recognised trade in the Industry for a period of not less than the said recognised period of training.

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

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

(Die uitdrukking „erkende bedryf in die Nywerheid” wat in hierdie omskrywing gebruyk word, sonder om enigiets te raak wat ingevolge die Wet op Vakleerlinge, 1944, gedoen, voorgeskryf of verklaar is, beteken enigeen van die volgende bedrywe in die Nywerheid:—

Monteerwerk;
edelmetaalwerk;
die set van edel- en/of ander sieraadstene;
graveerwerk.)

„besoldiging” het dieselfde betekenis as dié in die omskrywing daarvan in die Nywerheids-versoeningwet, 1937;

„ruwe onbewerkte stukke” beteken ruwe vorms of lengtes plaat of draad vir verdere prosesbewerking;

„loon” beteken daardie gedeelte van die besoldiging wat in kontant aan ’n werknemer betaalbaar is ten opsigte van die gewone werkure wat in artikel 5 bepaal word, uitgesonderd lewenskostoelaag of ’n ander toelaag of besoldiging.

4. KONTRAKBASIS.

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

(2) Geen ooreenkoms, uitdruklik of stilswyend, of dit nou voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan is, wat as bindend ingevolge artikel 48 verklaar is, of die uitreiking van ’n vrystellingsensie, laat toe dat ’n werknemer besoldiging ontvang wat minder is as dié wat by hierdie Ooreenkoms voorgeskryf word, of dat ’n werknemer behandel word op ’n manier of dat voordele aan hom geskenk word wat minder gunstig is as die behandeling of voordeel wat aldus voorgeskryf is, en raak ook nie ’n afstand van ’n werknemer van die toepassing op hom van ’n bepaling van hierdie Ooreenkoms nie. Enigeen wat ’n ooreenkoms aangaan wat so ’n betaling, aansoek of vergunning toelaat, of so ’n afstand in werking stel, is skuldig aan ’n misdryf en so ’n ooreenkoms is ongeldig.

(3) Die minimum duur van ’n dienskontrak tussen ’n werkgever en ’n werknemer is een week en daarna is die minimum basis van duur van die kontrak weekliks, maar hierdie subartikel is nie op vakleerlinge van toepassing nie.

(4) ’n Werkgever moet sy werknemer die volle weekloon betaal wat in artikel 6 voorgeskryf word, saam met die volle weeklikse lewenskostoelaag wat in artikel 7 voorgeskryf word, ten opsigte van elke week diens, of die werkgever van die werknemer vereis het om die maksimum getal gewone werkure te werk wat in subartikel (1) van artikel 5 voorgeskryf word of minder, maar hierdie subartikel is onderworpe aan subartikel (3) van artikel 6, subartikel (6) van artikel 13 en subartikel (7) van artikel 15.

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

5. GEWONE WERKURE.

(1) Die gewone werkure van ’n werknemer mag hoogstens—

- 45 in enige week van Maandag tot en met Saterdag wees;
- 8½ op een dag wees; met dien verstande dat waar daar op slegs 5 dae in ’n week gewerk word, die 8½ daaglikse use hoogstens met ’n halfuur op enige sodanige dag vermeerder mag word.

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

- indien hierdie tussenpoos langer as ’n uur is, dié tydperk wat meer is as 1½ uur, geag word as gewone ure wat daar gewerk is of oortyd, na gelang van die geval;
- werktydperke wat deur tussenpose van minder as een uur onderbreek word, as deurlopend geag word.

(3) *Ruspose.*—’n Werkgever moet elke werknemer uitgesonderd ’n werknemer wat goedere aflewer, ’n ruspoos van minstens 10 minute in die middel van elke oggend- en elke agtermiddag-werktydperk of so na daaraan as prakties moontlik is, toelaat, en so ’n tussenpoos word as deel van die gewone werkure gereken. Gedurende sulke ruspose moet die werkgever tee of koffie aan elkeen van sy werknemers verskaf.

(4) *Werkure moet deurlopend wees.*—Onderworpe aan die bepalings van subartikel (2) van hierdie artikel, moet alle werkure in ’n dag deurlopend wees.

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

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

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

Mounting;
precious metal working;
setting of precious and/or other ornamental stones;
engraving.)

“remuneration” shall have the same meaning ascribed to it as in its definition in the Industrial Conciliation Act, 1937; “rough blanks” mean rough shapes or lengths of sheet or wire for further processing;

“wage” means that portion of the remuneration payable to any employee in money in respect of the ordinary hours of work laid down in section 5 excluding cost of living allowance or any other allowance or payment.

4. BASIS OF CONTRACT.

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

(2) No agreement, express or implied whether entered into before or after the coming into operation of this Agreement that has been declared to be binding under section 48 or the issue of any licence of exemption, shall operate to permit the payment to an employee of remuneration less than that prescribed by this Agreement, or of the application to any employee, of any treatment, or the grant to him of any benefits, less favourable to him than the treatment or benefit so prescribed, nor shall it effect any waiver by any employee of the application to him of any provision of this Agreement. Any person who enters into any agreement purporting to permit of any such payment, application or grant or to effect any such waiver shall be guilty of an offence, and any such agreement shall be void.

(3) The minimum duration of any contract of employment between employer and employee shall be one week, and thereafter the minimum basis of duration of the contract shall be weekly, but this sub-section shall not apply to apprentices.

(4) An employer shall pay to his employee the full weekly wage prescribed in section 6, together with the full weekly cost of living allowance prescribed in section 7, in respect of each week of employment, whether the employer has required the employee to work the maximum number of ordinary hours of work prescribed in sub-section (1) of section 5 or less, but this sub-section is subject to sub-section (3) of section 6, sub-section (6) of section 13, and sub-section (7) of section 15.

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

5. ORDINARY HOURS OF WORK.

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

- forty-five in any week from Monday to Saturday inclusive;
- eight and a half in any day; provided that where work is performed on not more than five days in any week the eight and a half daily hours may be exceeded by not more than half an hour on any such day.

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

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

(3) *Rest Intervals.*—An employer shall provide each employee, other than an employee engaged in the delivery of goods, a rest interval of not less than 10 minutes in the middle of each morning and each afternoon work period, or as near thereto as practicable, and such interval shall be reckoned as part of the ordinary hours of work. During such rest intervals the employer shall provide tea or coffee to each of his employees.

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

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

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

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

(1) Die bedrae teenoor die klesse werk en/of tydperke van ondervinding binne die onderskeie klasse in die tabel hieronder, is die minimum weekloon vir die gewone werkure per week wat 'n werkgewer aan elkeen van sy werknemers (uitgesonderd vakleerlinge) wat sulke werk verrig, moet betaal:—

A.—AMBAGSGESEL.

Geen persoon, uitgesonderd 'n ambagsman of vakleerling, mag vir 'n ambagsman se werk sonder die vorige toestemming van die Nywerheidsraad in diens geneem word nie.

Enigeen of meer van die volgende werksaamhede, afgesien van die groep of groepe waarin hulle voorkom:—

Klasse werk.	Minimum weekloon.
£ s. d.	
GROEP I.—MONTEER- EN/OF EDELMETAALWERK.	
(i) Legeer van edelmetale.....	
(ii) Inmeekaarsit met die hand met of sonder die gebruik van handgereedskap.....	
(iii) Die buig, vou en/of bewerking van metaal na vorm met die hand met of sonder die gebruik van handgereedskap.....	
(iv) Uitgooi of uitgooi en giet van gesmelte edelmetale met die hand met of sonder die gebruik van handgereedskap of deur 'n masjien te bedien.....	
(v) Die maak en/of voorbereiding van vorms vir gebruik by die giet van edelmetale, maar uitgesonderd die voorbereiding van vorms vir gebruik by die giet van gewone gietblokke van edelmetale.....	
(vi) Die sny van metaal wat hoort by die werk wat duer die besondere vakman gedoen word.....	
(vii) Boor deur middel van handgereedskap (met inbegrip van slabore) of deur middel van elektriese handbore.....	
(viii) Die vyl van metaal met 'n handvyl.....	
(ix) Die uitklop van metaal met 'n handhamer of ander handgereedskap.....	
(x) Draaibankwerk.....	
(xi) Die bereiding van metaal vir trekpype of charnier (maar uitgesonderd die trek daarvan deur trekplate).....	11 0 0
(xii) Deurslaan met 'n handpons of met ander handgereedskap.....	
(xiii) Herstel en/of wysig van 'n vervaardigde artikel of deel van so 'n artikel.....	
(xiv) Saag van metaal met 'n figuursaag.....	
(xv) Die soldeer van metaal met die hand met of sonder die gebruik van 'n blaaspyp (of so 'n blaaspyp met die mond of met saamgeperste lug bedien word, of nie).....	
(xvi) Die soldeer van 'n metaal deur 'n masjienproses en/of die bediening van 'n soldeermasjien en/of die bediening van 'n soldeeroond.....	
(xvii) Spinwerk.....	
(xviii) Werksaamhede in of in verband met die volgende bepaalde „waskernprosesse“:—	
(i) Die maak van vorms vir wasmodelle.....	
(ii) Die bediening van 'n gietseentrifuge met elektrisiteit en/of gas.....	
(iii) Die afsaag van gietstukke van kerns, gietbome en gietkanale.....	
(iv) Die vyl en/of afglad en/of skoonmaak van gietstukke wat van kerns, gietbome en gietkanale besny, geknip en/of gesaag is.....	
(OPMERKING.—Die uitdrukking „edelmetale“, word in artikel 3 omskryf.)	
GROEP II.—DIE SET VAN SIERAADSTENE.	
(i) Die set van sieraadstene met die hand, met inbegrip van gebruik van handgereedskap.....	11 0 0
(ii) Die set van sieraadstene deur middel van handbedien stempels en/of pons.....	
(iii) Kerf en opsnij.....	
(OPMERKING.—Die uitdrukking „sieraadstene“ word in artikel 3 omskryf.)	
GROEP III.—GRAVEERWERK.	
(i) Gravering met die hand, met inbegrip van gebruik van handgereedskap.....	11 0 0
(ii) Gravering deur bediening van 'n masjien.....	
(OPMERKING.—Die uitdrukking „graveerwerk“ word in artikel 3 omskryf.)	
GROEP IV.—MASJIENDRAAIWERK.....	
	11 0 0
GROEP V.—GRAVERING EN/OF SNY VAN STEMPELS—	
Gravering en/of sny van stempels wat gebruik word of vir gebruik bedoel is in enigeen van die werksaamhede gemeld onder Groep I en Groep II, hierbo.....	11 0 0

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

(1) The amounts set opposite the classes of work and/or periods of experience within such classes respectively in the table hereunder shall be the minimum weekly wage for the ordinary hours of work per week payable by an employer to each of his employees (except apprentices) engaged upon such work:—

A. JOURNEYMAN'S WORK.

No person other than a journeyman or apprentice may be employed on journeyman's work without the prior permission of the Industrial Council.

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

Classes of Work.	Minimum Weekly Wages.
GROUP I.—MOUNTING AND/OR PRECIOUS METAL WORKING.	
(i) Alloying precious metals.....	
(ii) Assembling by hand with or without the use of hand tools.....	
(iii) Bending, plying and/or manipulating metal to shape by hand or without the use of hand tools.....	
(iv) Pouring, or pouring and casting, molten precious metal either by hand, with or without the use of hand tools, or by operating any machine.....	
(v) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals.....	
(vi) Cutting metal incidental to the work being performed by the particular journeyman.....	
(vii) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.....	
(viii) Filing metal with hand file.....	
(ix) Hammering metal with hand-operated hammer or any other hand tool.....	
(x) Lathe turning.....	
(xi) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates).....	11 0 0
(xii) Punching with hand punch or with any other hand tool or instrument.....	
(xiii) Repairing and/or altering any manufactured article or part of any such article.....	
(xiv) Sawing metal with fret saw.....	
(xv) Soldering metal by hand with or without the use of hand tools and with or without the use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure).....	
(xvi) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven.....	
(xvii) Spinning.....	
(xviii) Operations in or in connection with the following specific processes of “Lost Wax casting”—	
(i) the making of moulds for wax patterns..	
(ii) operating a centrifugal casting machine by either electric and/or gas procedure.....	
(iii) sawing off castings from cores, trees or sprues.....	
(iv) filing, and/or smoothing, and/or cleaning up of castings, cut, snipped, and/or sawn off cores, trees, or sprues.....	
(NOTE.—The term “Precious Metals” is defined in section 3.)	
GROUP II.—SETTING ORNAMENTAL STONES.	
(i) Setting ornamental stones by hand, including the use of hand tools.....	11 0 0
(ii) Setting ornamental stones by means of hand-operated dies and/or punches.....	
(iii) Carving and cutting up.....	
(NOTE.—The term “Ornamental Stones” is defined in section 3.)	
GROUP III.—ENGRAVING.	
(i) Engraving by hand, including the use of any hand tool.....	11 0 0
(ii) Engraving by operating any machine.....	
(NOTE.—The term “Engraving” is defined in section 3.)	
GROUP IV.—ENGINE TURNING.....	
	11 0 0
GROUP V.—DIE ENGRAVING AND/OR DIE SINKING.	
Engraving and/or sinking dies used or intended for use in any of the activities referred to under “Group I” and “Group II”, above.....	11 0 0

Klasse werk.	Minimum week- loon. £ s. d.
GROEP VI.—EMALJERING. Handgeschilderde emaljerings..... (OPMERKING.—Die uitdrukking „emaljerings” word in artikel 3 omskryf.)	11 0 0

GROEP VII.—HERHALINGSWERK. Die weeg, volgens opdrag, van bepaalde hoeveelhede metale met die oog op legering en/of enigeen of al die werksaamhede genoem in paragrawe, (ii), (iii), (iv), (vi), (vii), (viii), (ix), (x), (xii), (xiv), (xv), (xvi) en subparagrawe (iii) en (iv) van paragraaf (xviii) van Groep I, indien die genoemde werksaamhede op 'n herhalingsbasis in enige week geskied waarin geen nie herhalingswerk in Groep I, of werk wat in Groep II, III, IV, V en VI val, verrig word nie.....	9 15 0
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(Vir die toepassing hiervan beteken „herhalingsbasis” die verrigting van die betrokke werk met betrekking tot die vervaardiging van artikels van 'n bepaalde ontwerp in 'n inrigting, in hoeveelhede bo 25 op 'n slag van elk sodanige ontwerp, of van gedeeltes van sulke artikels.)

B.—AMBAGSMAN.

Werk van enigeen of meer van die volgende bedrywe wanneer dit verrig word deur 'n persoon in diens van 'n werkgever in die Juwele- en Edelmetalfenyerheid en wanneer dit onderneem word deur die werkgever in verband met sy eie werksaamhede daarin:—

Klasse werk.	Minimum week- loon. £ s. d.
(i) Onedelmetaalspinwerk..... (ii) Sierwerk met onedelmetale..... (iii) Kopersmidwerk..... (iv) Maak van stempels en/of setmate en/of gereedskap en/of mate..... (v) Onderhoud en/of installering van elektriese installasies..... (vi) Monteer- en/of draaiwerk en/of masjienerwerk en/of presiesieslypwerk wanneer sulke werk met onedelmetale gedoen word..... (vii) Maak en/of herstel van instrumente..... (viii) Stel van masjiengereedskap..... (ix) Timmerwerk.....	11 0 0

C.—WERKMAN GRAAD I.

Enigeen of meer van die volgende werksaamhede:—

	Per week. £ s. d.
(i) Die bediening van setmate en/of masjiene wat of met die hand bedien word of met krag aangedryf word, uitgesonderd dié wat by werkman, graad II, ingesluit is;	
(ii) buig van skagte, armbande en/of horlosiebande deur masjienerie;	
(iii) wruce afwerking van metaal na masjienerbewerking met handskeer of masjiene voordat dit deur 'n ambagsgesel afgewerk word;	
(iv) saag, uitgesonderd met 'n figuursag;	
(v) boor, uitgesonderd met die hand of, met slappro;	
(vi) weeg;	
(vii) insit en lym van bereide houtvoerings en/of houtskotte in juweelkissies en/of sigaretkokers;	
(viii) emaljerings, met inbegrip van vassit- en brandprosesse, die slyp na brand en herbrand— gedurende eerste ses maande ondervinding.... gedurende tweede ses maande ondervinding.... daarna.....	6 4 0 6 19 0 7 14 0

D.—WERKMAN GRAAD 1 (A).

Alle werksaamhede in verband met die „waskern”-gietsproesse, uitgesonderd dié wat onder klousule 6A genoem word. Subklousule (xviii) (ambagsgesel se werk) is saamgesmelt in een klousule as Gips- en Waskernwerksaamhede en is—

	Per week. £ s. d.
(i) inspuit van gesmelte was in vorms met die hand en/of masjiene;	
(ii) afmeet van hoeveelhede en die meng van gips, met inbegrip van die uithaal daarvan met masjiene;	
(iii) uitgooi met die hand en/of masjiene van vloei-gipsmengsels in kanne en/of houers waarin kerns, gietbome en/of gietkanale aangebring en/of geplaas is;	
(iv) maak of bou van wasmodelkerns, gietbome of gietkanale en die in posisie plaas daarvan in kanne en/of houers;	
(v) uitwerp en/of uitlig en/of uithaal van wasmodelle uit vorms;	
(vi) afwerk en/of verwydering van „baarde” en „vinne” en/of onreëlmatighede in wasmodelle— eerste drie maande..... tweede drie maande..... daarna.....	3 0 0 4 0 0 5 0 0

Classes of Work.	Minimum Weekly Wages. £ s. d.
GROUP VI.—ENAMELLING. Hand-painted enamelling..... (NOTE.—The term „Enamelling” is defined in section 3.)	11 0 0

GROUP VII.—REPETITIVE WORK.

The weighing, to instruction, of specified quantities of metals for the purpose of alloying and/or any or all of the operations specified paragraphs (ii), (iii), (iv), (vi), (vii), (viii), (ix), (x), (xii), (xiv), (xv), (xvi) and sub-paragraphs (iii) and (iv) of paragraph (xviii) of Group I, if the said specified operations are done on a repetitive basis in any week in which no non-repetitive work in Group I or work falling within Groups II, III, IV, V and VI is performed.....

(For the purpose hereof „repetitive basis” means the performance of the operation concerned in relation to the manufacture of articles of a specific design in an establishment, in quantities greater than 25 of each such design at a time, or of portions of such articles.)

B. ARTISANS WORK.

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

Classes of Work.	Minimum Weekly Wages £ s. d.
(i) Base metal spinning..... (ii) Ornamental basemetal working..... (iii) Coppersmithing..... (iv) Die and/or jig and/or tool and/or gaugemaking (v) Electrical maintenance work and/or installation (vi) Fitting and/or turning and/or machining and/or precision grinding when such work is upon base metals..... (vii) Instrument making and/or repairing..... (viii) Machine tool setting up..... (ix) Carpentering.....	11 0 0

C.—OPERATIVE WORK—GRADE 1.

Any one or more of the following operations:—

	Per Week. £ s. d.
(i) Working jigs and/or machine, either hand operated or power-driven, except as included within operative work, grade II;	
(ii) bending shanks, bangles, and/or watchstraps by machinery;	
(iii) rough trimming metal after machine processing by hand shears or machine preparatory to finishing off by a journeyman;	
(iv) sawing, except with fret saw;	
(v) drilling, other than by hand or flexible shaft drill;	
(vi) weighing;	
(vii) inserting and gluing or prepared wood linings and/or wood separators into trinket and/or cigarette cases;	
(viii) enamelling, including fixing and firing processes, grinding after firing and re-firing— during first six months of experience..... during second six months of experience.... thereafter.....	6 4 0 6 19 0 7 14 0

D.—OPERATIVE WORK—GRADE 1 (A).

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

	Per Week. £ s. d.
(i) Injection of molten wax into moulds by hand and or mechanical means;	
(ii) measuring quantity and mixing of plaster including the evacuation of same by mechanical means;	
(iii) pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees, or sprues have been fitted and/or placed;	
(iv) the making or building of wax pattern cores, trees or sprues and the positioning of same in cans and/or containers;	
(v) ejection and/or lifting, and/or taking out of wax patterns from moulds;	
(vi) trimming and/or removing „feather”, „flash” and/or irregularities on wax patterns— during first three months of experience..... during second three months of experience.... thereafter.....	3 0 0 4 0 0 5 0 0

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

'n Werkgewer moet 'n werknemer in diens hê wie se basiese loon minstens £5 per week moet wees voordat 'n werkgewer 'n werknemer wie se basiese loon minder as £5 per week is, in diens kan neem; en vir elke bykomende werknemer wat minstens £5 per week ontvang, kan 'n werkgewer 'n bykomende werknemer wat minder as £5 per week ontvang, in diens neem.

E.—WERKMAN—GRADE II.

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.	Minimum week-loon.	£	s.	d.
(i) Vergulding, polering, plattering en/of sandbestraling;				
(ii) perssnywerk, persponswerk en/of persbosseleerwerk;				
(iii) skuur met armarijapapier of met 'n gerubberiseerde wiel poleer, skoonmaak en/of was van juwele;				
(iv) aansit en/of stopsit van masjiene;				
(v) uitgloeing, trek van soliede draad en/of trek-pype of „charnier” (teenoor die bereiding van metaal vir trekpype of „charnier”, wat binne die bestek van 'n ambagsgesel se werk is);				
(vi) voer van roller en/of die gebruik van mate;				
(vii) sny van onedelmetaale, en alle edelmetaalafval slegs om gesmelt te word;				
(viii) vassit en/of vul van artikels in sement, was, skellak, en/of ander sementeerstof vir graveerwerk, set of masjendraaiwerk;				
(ix) instempeling van gehalte-, identifikasie-, registrasie-, naam-, patent-, datum- en/of karaatmerke;				
(x) vergruis en maal van enemmel in fyn poeier en die was van gepoeierde enemmel vir werksaamhede was van gepoeierde enemmel vir werksaamhede van graad I—				
gedurende eerste ses maande ondervinding..	2	6	0	
gedurende tweede ses maande ondervinding..	2	10	3	
gedurende derde ses maande ondervinding...	2	15	3	
daarna.....	3	2	0	

F.—ARBEIDER.

Enigeen of meer van die volgende werksaamhede:—

(i) Die skoonmaak en/of was van persele, gerei, houers, installasie, masjinerie en/of gereedskap;				
(ii) olie en/of ghries van installasies en masjinerie;				
(iii) dra, verplaas, indraai, verpak en/of opstapel van goedere;				
(iv) oop- en/of toemaak van deure, vensters, kaste, pakkies, bale en sakke;				
(v) maak van tee en/of die bereiding van ander drankes;				
(vi) aflewering en/of afhaal van briewe en/of goedere en/of die doen van boodskappe te voet, met 'n fiets, 'n driewiel of 'n voertuig wat met die hand aangedryf word;				
(vii) draai van 'n handroller, swaai van 'n handpers, bediening van die slinger van 'n handbediende masjien en/of bediening van 'n blaser of blaasbalke;				
(viii) was en/of stryk van oorpakke en/of ander beskermende klere—				
gedurende eerste ses maande ondervinding..	2	6	0	
daarna.....	2	8	6	

G.—WAG.

Die bewaking van of wag hou oor persele en/of goedere bedags of snags—

	Per week.	£	s.	d.
gedurende eerste ses maande ondervinding.....	2	8	6	
daarna.....	2	10	3	

(2) *Vakleerling vóór registrasie van leerlingkontrak.*—Onderworpe aan die bepalings van die Wet op die Vakleerlinge, 1944 moet 'n persoon wat met die skriftelike toestemming van die Registrateur van Vakleerlinge of van die Komitee vir Vakleerlinge in die Juweliers- en Goudsmedenywerheid, Witwatersrand, in diens geneem word met die doel om as leerling ingeboek te word in 'n bedryf in die Nywerheid wat ingevolge artikel sestig van genoemde Wet aangewys is, gedurende die dienstrydperk, in afwagting van die registrasie van 'n leerlingkontrak ingevolge genoemde Wet, dié loon betaal word wat ingevolge genoemde Wet vir die gewone werkure per week voorgeskryf is asof so 'n kontrak ten tye van die aanvang van sodanige diens geregistreer was: Met dien verstande dat hierdie subartikel ophou om van toepassing te wees op die diens van so 'n persoon—

- wanneer die Registrateur van Vakleerlinge of 'n ander gemagtigde beampte namens hom die werkgewer skriftelik in kennis stel dat die aansoek ingevolge genoemde Wet vir die inboek van so 'n persoon geweier is; of
- wanneer die Registrateur van Vakleerlinge of die Komitee vir Vakleerlinge in die Juweliers- en Goudsmedenywerheid, Witwatersrand, die werkgewer skriftelik in kennis stel dat sy toestemming tot die indiensneming van so 'n persoon om hom soos hierbo gemeld, in te boek, ingetrek is.

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

An employer shall employ an employee whose basic wage shall be not less than five pounds per week before an employer may employ an employee whose basic wage is under five pounds per week and for each additional employee receiving not less than five pounds per week. An employer may employ an additional employee receiving less than five pounds per week.

E.—OPERATIVE WORK—GRADE II.

Any one or more of the following operations:—

Classes of Work.	Minimum Weekly Wages.	£	s.	d.
(i) Gilding, polishing, plating, and/or sand blasting;				
(ii) press-cutting, press punching and/or press embossing;				
(iii) emery papering or polishing with rubberised wheel, cleaning and/or washing jewellery;				
(iv) starting and/or stopping machinery;				
(v) annealing, drawing solid wire, and/or drawing tube or charnier (as distinct from preparing the metal for drawing tube or charnier, which is within the scope of journeyman's work);				
(vi) feeding rollers and/or using gauges;				
(vii) cutting base metals and any precious metal scrap for melting purposes only;				
(viii) fixing and/or filling articles in cement, wax, shellac and/or other cementing material for engraving, setting or engine turning;				
(ix) stamping quality, identification, registration, name, patent, date, and/or carat marks;				
(x) crushing and grinding of enamel into fine powder and washing powdered enamel for Grade I operations—				
during first six months of experience.....	2	6	0	
during second six months of experience.....	2	10	3	
during third six months of experience.....	2	15	3	
thereafter.....	3	2	0	

F.—LABOURER'S WORK.

Any one or more of the following operations:—

(i) Cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools;				
(ii) oiling and/or greasing plant and machinery;				
(iii) carrying, moving, wrapping, packing and/or stacking goods;				
(iv) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags;				
(v) making tea and/or preparing other beverages;				
(vi) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle or hand-propelled vehicle;				
(vii) turning a hand-roller, swinging a hand press, operating the handle of any hand-operated machine, and/or operating a blower or bellows;				
(viii) washing and/or ironing overalls and/or other protective clothing—				
during first six months of experience.....	2	6	0	
thereafter.....	2	8	6	

G.—WATCHMAN'S WORK.

Guarding or watching premises and/or goods by day or by night—

during first six months of experience.....	2	8	6	
thereafter.....	2	10	3	

(2) *Apprentice Prior to Registration of Contract of Apprenticeship.*—Subject to the provisions of the Apprenticeship Act, 1944, a person employed with the consent in writing of the Registrar of Apprenticeships or of the Witwatersrand Jewellers' and Goldsmiths' Industry Apprenticeship Committee, with a view to being apprentices to any trade in the Industry designated in pursuance of section sixteen of that Act, shall during the period of employment pending registration of a contract of apprenticeship in terms of the said Act, be paid for the ordinary hours of work per week the wages prescribed in pursuance of the said Act as if such a contract had been registered at the time of the commencement of such employment; provided that this sub-section shall cease to apply to the employment of such person—

- upon notification in writing being given to the employer by the Registrar of Apprenticeships or other authorised officer in that behalf of the refusal of an application in pursuance of the said Act for the apprenticing of such person; or
- upon notification in writing being given to the employer by the Registrar of Apprenticeships or by the Witwatersrand Jewellers' and Goldsmiths' Industry Apprenticeship Committee of withdrawal of his or its consent to the employment of such person with a view to being apprenticed as aforesaid.

(3) 'n Werknemer wat nie 'n ambagsgesel is soos omskryf in artikel 3 nie, kan die werksaamhede binne die indeling van 'n ambagsgesel se werk in subartikel (1) van hierdie artikel verrig; met dien verstande dat hy besoldig word teen die skaal van betaling wat vir 'n ambagsgesel se werk in genoemde subartikel voorgeskryf word, ten opsigte van die hele week waartydens hy sulke werksaamhede verrig.

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

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

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

(7) Die Sekretaris van die Raad kan namens en ten behoeve van en in die naam van die Raad voldoen aan die vereistes van subartikels (5) en (8) en die sekretaris moet sulke sertifikate onderteken maar geen sodanige sertifikate mag uitgereik word alvorens die sekretaris om uit die registers van die Raad en/of deur sy eie ondersoek en/of die ondersoek van 'n agent of aangewese agent van die Raad en/of ander bevestigende bewys, daarvan oortuig het dat die inligting daarin in elke opsig waar en korrek is.

(8) Die Raad moet—

(a) alle sodanige sertifikate in volgorde nommer;

(b) 'n afskrif bewaar van elke sertifikaat wat uitgereik is; en

(c) 'n ander afskrif daarvan stuur aan die werkgever in wie se diens die werknemer daarin genoem, dan in diens is.

7. LEWENSKOSTETOELAES.

'n Werkgever moet aan elkeen van sy werknemers 'n lewenskostoelae van minstens die minimum lewenskostoelae wat bly Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word, betaal, en dit word beskou dat die bepaling van genoemde Oorlogsmaatreël, soos gewysig, by hierdie Ooreenkoms ingelyf is.

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

8. OORTYD.

(1) „Oortyd” beteken daardie gedeelte van 'n tydperk waarin 'n werknemer vir sy werkgever gedurende enige week of op enige dag na gelang van die geval, werk verrig wat meer is as die ure wat as die gewone maksimum, ooreenkoms subartikel (1) tot en met (5) van artikel 5 voorgeskryf word.

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

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

(4) 'n Werkgever kan nie van 'n werknemer vereis of hom toelaat om langer as tien uur oortyd in 'n week van Maandag tot en met Saterdag te werk nie.

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

9. OPENBARE VAKANSIEDAE.

(1) Die volgende openbare vakansiedae moet in die Nywerheid in ag geneem word, nl. Nuwejaarsdag, Van Riebeeckdag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Uniedag (31 Mei), Koningsverjaarsdag (2de Maandag in Junie), Setaarsdag (eerste Maandag in September), Krugerdag (10 Oktober), Geloftedag (16 Desember), Kersdag en Tweede Kersdag (26 Desember).

Ten opsigte van elkeen van genoemde vakansiedae moet alle werknemers verlof van afwesigheid uit hul werk ontvang en kragtens subartikels (2) en (3) besoldig word.

Indien Van Riebeeckdag op Paas-Saterdag val, moet die daaropvolgende Maandag as 'n vakansiedag beskou en werknemers kragtens subartikels (2) en (3) besoldig word.

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

(3) An employee who is not a journeyman as defined in section 3 may perform any operations within the classification of journeyman's work in sub-section (1) of this section; provided that he is paid at the rate of pay prescribed for a journeyman's work in that sub-section in respect of the whole of the week in which he performs any such operations.

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

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

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

(7) The requirements of sub-sections (5) and (8) may be carried out by the Secretary to the Council for and on behalf of and in the name of the Council, and the Secretary shall sign such certificates, but no such certificates shall be issued until the Secretary has satisfied himself from the records of the Council and/or by his own investigations and/or by the investigation of an agent or designated agent of the Council and/or by other satisfactory proof that the information set out therein is true and correct in every particular.

(8) The Council shall—

(a) number all such certificates consequently;

(b) retain a copy of each certificate issued; and

(c) forward another copy thereof to the employer by whom the employee named therein is then employed.

7. COST OF LIVING ALLOWANCE.

An employer shall pay to each of his employees a cost of living allowance of not less than the minimum cost of living allowance prescribed by War Measure No. 43 of 1942, as amended, and the provisions of the said War Measure, as amended, shall be deemed to be incorporated in this Agreement.

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

8. OVERTIME.

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

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

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

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

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

9. PUBLIC HOLIDAYS.

(1) The following public holidays shall be observed in the Industry, namely, New Year's Day, Van Riebeeck Day, Good Friday, Easter Monday, Ascension Day, Union Day (31st day of May), Queen's Birthday (2nd Monday in July), Settler's Day (first Monday in September), Kruger Day (tenth day of October), Day of the Covenant (16th day of December), Christmas Day, Boxing Day (26th day of December).

In respect of each of the said public holidays all employees shall be granted leave of absence from work and shall be remunerated in terms of sub-sections (2) and (3).

Should Van Riebeeck Day fall on Easter Saturday, the next ensuing working day shall be observed as a holiday and employees shall be remunerated in terms of sub-sections (2) and (3).

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

(3) As 'n werknemer wat 'n ambagsgesel is of 'n ambagsgesel se skaal van besoldiging ontvang, nie op een van die volgende ses openbare vakansiedae, genoem in subartikel (1), werk nie, nl. Nuwejaarsdag, Van Riebeeckdag, Goede Vrydag, Geloftedag, Kersdag en Tweede Kersdag, moet sy werkgever hom t.o.v. daarvan besoldig teen 'n skaal van minstens die werknemers se skaal van besoldiging asof hy op so 'n dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het; en as so 'n werknemer nie op een van die oorblywende ses openbare vakansiedae, genoem in subartikel (1), werk nie, nl. Paasmaandag, Hemelvaartsdag, Uniedag, Koningsinverjaardag, Setlaarsdag en Krugerdag, moet sy werkgever hom ten opsigte daarvan teen die helfte van voornoemde skaal besoldig.

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

10. WERK OP SONDAG.

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

- hom minstens dubbel die besoldiging betaal wat betaalbaar is t.o.v. die tydperk wat hy gewoonlik op 'n weekdag werk; of
- hom besoldiging betaal teen 'n skaal van minstens 1½ maal sy gewone skaal van besoldiging t.o.v. die totale tydperk wat hy op so 'n Sondag werk en hom binne sewe dae na so 'n Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging teen 'n skaal van minstens sy gewone skaal van besoldiging betaal asof hy op so 'n vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

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

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

- tussen 6-uur nm. en 6-uur vm.; of
- op meer as 5 dae in een week na 1-uur nm., te werk nie; met dien verstande dat geen vrystelling van die bepalings van paragrafe (a) en (b) van subartikel (1) van artikel 11 toegestaan sal word nie tensy sulke werk noodsaaklik is.

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

- Langer as twee uur op een dag;
- op meer as drie agtereenvolgende dae;
- op meer as 60 dae in een jaar;
- na voltooiing van haar gewone werkure, langer as een uur op 'n dag, tensy hy—
 - so 'n werknemer voor middag in kennis gestel het, of
 - met dien verstande dat so 'n werknemer 'n behoorlike maaltyd nuttig voordat sy begin om oortyd te werk, of
 - so 'n werknemer sodanige toelaag as wat by die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of by Regulasies wat daarkragens uitgevaardig is, voorgeskrif word, betyds genoeg betaal het om die werknemer in staat te stel om 'n maaltyd te kan nuttig voordat die oortyd moet begin.

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

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

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

(3) Elke werkgever moet elke wag voorsien van—

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

13. KORTTYD.

(1) Omskrywings van „korttyd”.—Die uitdrukking „korttyd” wat in hierdie artikel en in paragraaf (e) van subartikel (7) van artikel 15 gebesig word, beteken die gewone ure wat 'n werknemer in 'n inrigting werk wanneer sy normale getal gewone werkure in dié inrigting tot minder as sodanige normale getal verminder is.

(2) Wanneer 'n werkgever as gevolg van bedryfslapte of 'n tekort aan grondstowwe nie in staat is om sy werknemers vir dié getal gewone werkure wat daar gewoonlik in sy inrigting gewerk word, besig te hou nie, kan die werkgever, onderworpe aan die bepalings van hierdie artikel, sy werknemers gedurende die tydperk van so 'n slapte in die handel of solank as daar 'n tekort aan grondstowwe is, op korttyd plaas, maar nie vir langer as so 'n tydperk nie.

(3) 'n Werknemer moet sy werknemers minstens twee volle werkdade voor die tyd skriftelik in kennis stel van sy voorneme om hulle op korttyd te plaas om die redes aangetoon in subartikel (2).

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

(3) If an employee, being a journeyman or receiving a journeyman's rate of pay, does not work on any of the following six of the public holidays referred to in sub-section (1), namely: New Year's Day, Van Riebeeck Day, Good Friday, Day of the Covenant, Christmas Day and Boxing Day, his employer shall pay him in respect thereof remuneration at a rate of not less than the employee's rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; and if such employee does not work on any of the remaining six of the public holidays referred to in sub-section (1), namely: Easter Monday, Ascension Day, Union Day, Queen's Birthday, Settler's Day, and Kruger Day, his employer shall pay him in respect thereof remuneration at half the aforesaid rate.

(4) Whenever an employee works on any public holiday referred to in sub-section (1), his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

10. WORK ON SUNDAYS.

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

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

11. SPECIAL PROVISIONS AS TO FEMALE EMPLOYEES.

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

- between six o'clock p.m. and six o'clock a.m.; or
- after one o'clock p.m. on more than five days in any week; provided that no exemption shall be granted from the provisions of paragraphs (a) and (b) of sub-section (1) of Section 11 unless such work is necessitated by an emergency.

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

- for more than two hours on any day;
- on more than three consecutive days;
- on more than sixty days in any year;
- after completion of her ordinary working hours for more than one hour on any day unless he has—
 - given notice thereof to such employee before midday;
 - provided such employee with an adequate meal before she has to commence overtime; or
 - paid such employee such allowance as is prescribed by the Factories, Machinery and Building Work Act, 1941, or by regulation made hereunder, in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

12. SPECIAL PROVISIONS AS TO WATCHMEN.

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

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

(3) Every employer shall provide every watchman with—

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

13. SHORT TIME.

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

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

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

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

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

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

(7) As korttyd in 'n inrigting ingestel is, moet die werkgewer die werk eweredig onder die werknemers in elke klas verdeel.

(8) Hierdie artikel is nie van toepassing op vakleerlinge nie, uitgesonderd waar die Wet op Vakleerlinge, 1944, of 'n besluit van 'n owerheid wat behoorlik daarkragtens ingestel of benoem is en in daardie hoedanigheid gemagtig is, die werk van korttyd deur vakleerlinge magtig.

14. JAARLIKSE VAKANSIEVERLOF.

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

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

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

(4) 'n Werkgewer moet, onderworpe aan subartikel (5), aan elkeen van sy werknemers onmiddellik voor die begin van dié tydperk t.o.v. genoemde verloftydperk, die bedrag betaal wat betaalbaar is ingevolge subartikels (3) en (4) van artikel 9 vir die openbare vakansiedae wat binne genoemde tydperk val, plus 'n bedrag wat gelykstaan aan die loon, plus lewenskoste-toelaag wat hy op die oorblywende dae sou verdien het indien hy op sulke dae sy gewone werke gedurende het.

(5) As 'n werknemer nog nie een jaar diens by dieselfde werkgewer met ingang van 25 Desember van die jaar voor die begin van genoemde verloftydperk, voltooi het nie, moet sy werkgewer hom 10½ uur se loon betaal wat bereken word op die grondslag van die loon, plus lewenskostetoelaag wat aan hom betaalbaar is onmiddellik voor die begin van dié tydperk, t.o.v. elke maand diens is by dieselfde werkgewer (plus 'n pro rata bedrag t.o.v. 'n bykomende gedeelte van 'n maand diens), plus die bedrag wat betaalbaar is ingevolge subartikel (2), (3) en (4) van artikel 9 vir die openbare vakansiedae wat binne genoemde tydperk val; maar hierdie bepaling is nie op vakleerlinge van toepassing nie.

(6) As 'n werknemer se diens vir die begin van dié verloftydperk beëindig word, moet sy werkgewer by so 'n beëindiging, 10½ uur se loon, wat bereken word op die grondslag van die loon, plus lewenskostetoelaag wat aan hom betaalbaar is onmiddellik voor so 'n beëindiging, t.o.v. elke maand diens by dieselfde werkgewer (plus 'n pro rata bedrag t.o.v. 'n bykomende gedeelte van 'n maand diens), met ingang van 25 Desember voor of van die datum van sy indienstreding by dieselfde werkgewer, na gelang van die jongste datum, by die Nywerheidsraad in die rekening van genoemde werknemer in die Raad se Jaarlikse Verloftrustingrekening [gemeld in subartikel (7)] betaal.

(7) Die Nywerheidsraad moet vir die toepassing van subartikel (6), 'n trustrekening in stand hou en moet alle gelde wat aldus betaal is, in genoemde trustrekening stort en 'n ontvangsbewys van elke sodanige betaling uitreik, wat die gelde wat in genoemde trustrekening gestort is en die naam van die werkgewer wat dit betaal en die naam van die werknemer en werknemers in wie se rekening dié gelde betaal word, vermeld.

(8) Die Nywerheidsraad moet gedurende die week onmiddellik voor die begin van dié verloftydperk aan die werknemers wat onderskeidelik daarop geregtig is, die totale bedrag van alle gelde wat soos hierbo genoem, sedert dié vorige jaarlikse vakansieverlof vir hulle in trust ontvang is, betaal; met dien verstande dat die Raad op 'n vroër datum aan 'n werknemer die totale of 'n gedeelte van die bedrag wat soos hierbo gemeld sedert die vorige jaarlikse vakansieverlof vir hom in trust gehou is, kan betaal in omstandighede wat die Raad as voldoende beskou om so 'n vroër besoldiging te regverdig.

15. BETALING VAN BESOLDIGING.

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

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

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

(2) Die werkgewer moet terselfdertyd aan elke werknemer die lewenskostetoelaag betaal wat by sy loon pas en ander besoldiging wat die werknemer gedurende die betaaltydperk ingevolge die bepalinge van artikels 8, 9 en/of 10, na gelang van die geval, verdien het.

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

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

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

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

14. ANNUAL HOLIDAY LEAVE.

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

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

(3) Neither employers or employees shall perform any work in the industry during the said leave period, and an employer shall not require, permit or suffer any employee to perform any work in the industry during the said period.

(4) In respect of the said leave period an employer shall, subject to sub-section (5), pay to each of his employees, immediately prior to the commencement of the said period, the amount payable in terms of sub-section (3) and (4) of section 9 for public holidays falling within the said period plus an amount equal to the wage, plus cost of living allowance which he would have earned on the remaining days if on such days he had worked his ordinary working hours.

(5) If an employee has not completed one year's service with the same employer as from the 25th day of December of the year prior to the commencement of the said leave period, his employer shall pay him ten and a half hours' pay, calculated on the basis of the wage, plus cost of living allowance payable to him immediately prior to the commencement of the said period, in respect of each month of employment with the same employer (plus a pro rata amount in respect of any additional portion of a month of service), plus the amount payable in terms of sub-sections (2), (3) and (4) of section 9 for the public holidays falling within the said period; but this provision shall not apply to apprentices.

(6) If the services of an employee are terminated before the commencement of the said leave period, his employer shall on such termination pay to the Industrial Council to the account of the said employee in its Annual Leave Trust Account [referred to in sub-section (7)] ten and a half hours' pay, calculated on the basis of the wage, plus cost of living allowance payable to him immediately prior to such termination, in respect of each month of service with the same employer (plus a pro rata amount in respect of any additional portion of a month of service), as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later.

(7) For the purposes of sub-section (6) the Industrial Council shall maintain a trust account, and shall receive into the said trust account all moneys so paid, and shall issue a receipt for every such payment showing the said moneys to have been received into the said trust account, and the name of the employer paying the same, and the name of the employee or employees on whose account the said moneys are paid.

(8) During the week immediately preceding the commencement of the said leave period the Industrial Council shall pay to the employees entitled thereto respectively the total amount of all moneys received in trust for them as aforesaid since the preceding annual holiday leave period; provided that the Council may at any earlier time pay to any employee the whole or any part of the moneys received in trust for him as aforesaid since the preceding annual holiday leave period, in circumstances recognised by the Council as sufficient to warrant such earlier payment.

15. PAYMENT OF REMUNERATION.

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

(a) In the case of weekly employees, not later than the last working day of the week.

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

(2) At the same time the employer shall pay to each employee the cost of living allowance appropriate to his wage and such other remuneration as the employee may have earned during such pay period in terms of sections 8, 9 and/or 10, as the case may be.

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

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

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

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

(7) *Aftrappings.*—'n Werkgewer kan nie sy werknemer beoet of aftrappings van sy besoldiging maak nie, uitgesonderd die volgende:—

- (a) Die werknemer se bydrae tot die Nywerheidsraad kragtens artikel 27.
- (b) Die werknemer se bydrae tot die Siektebystandsfonds van die Transvaalse Juweliers en Goudsmede, kragtens sub-artikel (6) van artikel 30.
- (c) Die werknemer se ledegeld aan sy vakvereniging en/of sy bydraes of ledegeld aan 'n bystand-, pensioen- of vakansiefonds, wanneer die werkgewer en werknemer skriftelik onderling ooreengekom het dat sulke ledegeld of bydraes of enigeen daarvan afgetrek moet word.
- (d) As 'n werknemer weens siekte of 'n ongeval van sy werk afwesig was of op eie houtjie van sy werk weggeby het, 'n bedrag in verhouding tot die tydperk van afwesigheid.
- (e) Wanneer daar korttyd in 'n inrigting ingestel is, 'n afrekening kragtens subartikel (6) van artikel 13.
- (f) 'n Bedrag wat die werkgewer ingevolge 'n wet of 'n hofbevel verplig is of toegelaat word om af te trek.

(8) As 'n werkgewer besluit om 'n werknemer se verdienste te verhoog, mag hy nie die verhoogde bedrag by die werknemer se lewenskosttoelaag voeg nie, maar dit by die werknemer se loon voeg.

16. STUKWERK EN TAAKWERK.

(1) *Omskrywing van „stukwerk“.*—Die uitdrukking „stukwerk“ wat in hierdie artikel gebruse word, beteken 'n stelsel (uitgesonderd 'n taakwerkstelsel) waarvolgens 'n werknemer se besoldiging op die hoeveelheid of opbrengs van die werk wat gedoen is, gebaseer word.

(2) *Omskrywing van „taakwerk“.*—Die uitdrukking „taakwerk“ wat in hierdie artikel gebruse word, beteken 'n stelsel (uitgesonderd 'n stukwerkstelsel) waarvolgens 'n werkgewer van 'n werknemer vereis om 'n bepaalde hoeveelheid werk in 'n bepaalde tydperk te voltooi.

(3) 'n Werkgewer mag nie 'n persoon volgens 'n taakwerkstelsel in diens neem nie en mag nie taakwerk aan 'n werknemer gee nie.

(4) 'n Werknemer mag nie diens aanvaar of volgens 'n taakwerkstelsel werk nie en mag nie taakwerk aanneem of dit verrig.

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

(6) Ingeval aansporingsloonwerk gedoen word, moet 'n werknemer aldus in diens die volle bedrag betaal word wat hy verdien kragtens aansporingsloonwerkskale waaroor die vakvereniging en sy werkgewer ooreengekom het en wat behoorlik deur die Nywerheidsraad goedgekeur is; met dien verstande, egter dat geen werknemer minder as die voorgeskrewe bedrag vir 'n werknemer van sy klas betaal mag word wat hy sou verdien het as hy op 'n tydwerkbasis gewerk het vir die tyd wat nodig was om die betrokke werk te verrig nie.

(7) Vakleerlinge mag hoegenaamd nie op stukwerk en aansporingsloonwerk in diens wees nie.

17. VERBOD VAN BUITEWERK.

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

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

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

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

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

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

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

(4) The employer shall pay the remuneration due to each of his employees during working hours and shall enclose such remuneration in a sealed envelope showing on the outside a statement duly completed in the form of Annexure C to this Agreement.

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

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

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

- (a) The employee's contributions to the Industrial Council in terms of section 27.
- (b) The employee's contributions to the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund in terms of sub-section (6) of section 30.
- (c) The employee's subscriptions to his trade union, and/or his contributions or subscriptions to any provident, pension or holiday funds, when the employer and employee have mutually agreed in writing that such subscriptions or contributions or any of them shall be deducted.
- (d) If the employee has been absent from work due to sickness or accident, or if he has absented himself from work on his own account, an amount proportionate to the period of such absence.
- (e) When short time has been introduced in the establishment, a deduction in terms of sub-section (6) of section 13.
- (f) Any amount which the employer is compelled or permitted to deduct in terms of any law or order of Court.

(8) If an employer decides to increase an employee's earnings he shall not add the amount of increase to the employee's cost of living allowance, but shall add the amount of increase to the employee's wage.

16. PIECE-WORK AND TASK-WORK.

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

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

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

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

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

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

(7) Apprentices shall on no account be employed on piece-work and incentive work.

17. PROHIBITION AGAINST OUT-WORK.

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

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

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

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

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

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

19. INDIENSNEMING VAN VAKVERENIGINGARBEIDSKRAGTE EN ORGANISASIE VAN WERKNEMERS.

(1) Lede van die vakvereniging stem in om slegs werk van lede van die werkgewersorganisasie aan te neem en lede van die werkgewersorganisasie stem in om slegs lede van die vakvereniging in diens te neem; met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgewer of 'n werknemer na die mening van die Raad sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is; voorts met dien verstande dat 'n persoon wat gerief voel deur die Raad se besluit, deur naamlik die besluit van die partye te bevestig, die feite onder die aandag van die Minister van Arbeid kan bring en as die Minister in ooreenstemming met die Raad aldus besluit is hierdie subartikel nie op so 'n persoon van toepassing met ingang van 'n datum wat die Minister vasstel nie en die gegreëde persoon en die Raad moet van hierdie datum in kennis gestel word.

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

(3) Werkgewers moet beaamtens van die vakvereniging toelaat om hulle inrigtings gedurende etensure binne te gaan met die doel om die werknemers te organiseer.

20. BEÏNDIGING VAN DIENS OF WYSIGING VAN VOORWAARDES.

(1) 'n Werknemer wat weekliks werk of sy werkgewer moet minstens een week en 'n werknemer wat maandeliks werk of sy werkgewer moet minstens twee weke skriftelik kennis gee van die beëindiging van die dienskontrak of wysiging van die diensvoorwaardes na voorwaardes wat vir die werknemer minder gunstig is as dié waarop hy onmiddellik voor sodanige kennisgewing geregtig was; met dien verstande dat bostaande bepalings nie inbreuk maak op—

(a) die reg van enigeen van die partye om 'n dienskontrak sonder kennisgewing of om enige rede wat die wet as voldoende beskou, te beëindig; of

(b) 'n ooreenkoms tussen die partye wat vir 'n langer tydperk van kennisgewing as die tydperk wat hierbo voorgeskryf is voorsiening maak nie.

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

(a) in die geval van 'n werknemer wat weekliks werk, op die gewone weeklikse betaaldag van krag word;

(b) in die geval van 'n werknemer wat maandeliks werk, op die eerste of die 15 de dag van die maand van krag word.

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

(4) Kennisgewing van die beëindiging van diens wat ingevolge die bepalings van hierdie artikel gegee word, mag nie met die jaarlikse verlof wat ingevolge die bepalings van artikel 14 toegestaan word, saamval nie, ook nie met siekteverlof ten opsigte waarvan bystand ingevolge die bepalings van artikel 30 betaal moet word of betaalbaar is nie; met dien verstande dat 'n dienskontrak outomaties beëindig word as 'n werknemer om enige rede vir langer as 13 weke in 'n kalenderjaar van die werk afwesig is.

(5) By beëindiging van elke dienskontrak moet die werkgewer 'n dienssertifikaat in die vorm van Aanhangsel D van hierdie Ooreenkoms behoorlik in triplo invul en onderteken en—

(a) die oorspronklike daarvan ten tye van die beëindiging aan die werknemer gee;

(b) een afskrif daarvan aan die Nywerheidsraad stuur; en

(c) die oorblywende afskrif hou en bewaar.

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

21. REGISTRASIE VAN WERKGEWERS.

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

(a) Die volle naam en besigheidsadres—

(i) in die geval van 'n enkele werkgewer, sy volle naam en besigheidsadres en as hy sy besigheid onder 'n handelsnaam dryf, die volledige handelsnaam;

(ii) in die geval van twee of meer werkgewers wat as vennote besigheid dryf, die volle naam van elke vennoot, die volle vennootskaps- of handelsnaam, en die adres waar die vennootskap sy besigheid dryf;

(iii) in die geval waar die werkgewer 'n geregistreerde maatskappy is, die volle geregistreerde naam van die maatskappy, die adres van sy geregistreerde kantoor, die adres waar die werksaamhede wat binne hierdie Ooreenkoms val, verrig word, en die volle naam van die direkteur.

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

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

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

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

20. TERMINATION OF EMPLOYMENT OR ALTERATION OF CONDITIONS.

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

(a) the right of either party to terminate a contract of employment without notice for any cause recognised by law as sufficient; or

(b) an agreement between the parties providing for a longer period of notice than the period above prescribed.

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

(a) in the case of a weekly employee, the usual weekly pay day of the establishment;

(b) in the case of a monthly employee, on the first or the fifteenth of the month.

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

(4) Notice of termination of employment given in terms of this section shall not run concurrently with annual leave granted in terms of section 14 nor sick leave in respect of which benefits are paid or payable in terms of section 30; provided that a contract of employment shall terminate automatically if an employee is absent from work for any reason for longer than 13 weeks in a calendar year.

(5) Upon termination of every contract of employment the employer shall duly complete and sign in triplicate a certificate of service in the form Annexure D to this Agreement, and shall—

(a) deliver the original to the employee at the time of such termination;

(b) forward one copy thereof to the Industrial Council; and

(c) retain and keep the remaining copy.

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

21. REGISTRATION OF EMPLOYERS.

(1) Every employer who has not already done so in pursuance of any previous agreement shall, within one month from the date on which this Agreement comes into operation, and every employer entering the industry after that date shall, within one month of commencement of operations by him, forward to the Secretary of the Industrial Council the following particulars:—

(a) Full name and business address—

(i) in the case of a single employer, his full name and business address, and, if he carries on business under a trade name, such trade name in full;

(ii) in the case of two or more employers carrying on business in partnership, the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;

(iii) in the case of the employer being a registered company, the full registered name of the company, the address of its registered office, the address at which the operations which fall within this Agreement are carried on, and the full names of the directors.

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

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

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

22. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS.

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

- (a) 'n eksemplaar van hierdie Ooreenkoms;
- (b) 'n opsomming van artikels van die Nywerheids-versoeningswet, soos voorgeskryf by regulasie sewe (5) van die Wet;
- (c) 'n kennisgewing in die vorm voorgeskryf by die regulasies ingevolge die Wet wat die dag van die week of maand, na gelang van die geval, en die tyd en plek waar lone gewoonlik elke week of maand, na gelang van die geval, betaal sal word, vermeld;
- (d) 'n kennisgewing wat die amptelike adres van die Afdelingsinspekteur van Arbeid en van die Sekretaris van die Raad in wie se regsgebied die werkgewer sy besigheid drijf, bevat.

23. HOU VAN REGISTERS.

(1) Die bepalinge van subartikel (1) van artikel sewe-en-veertig van die Nywerheids-versoeningswet, 1937, wat voorskryf dat elke werkgewer te alle tye ten opsigte van alle persone in sy diens registers moet hou van die besoldiging betaal, die tyd gewerk en sodanige ander besonderhede wat by regulasie voorgeskryf word (sulke registers staan gewoonlik bekend as „loonboek” of „loonregister”) en dit word beskou dat die bepalinge van regulasie uitgevaardig ingevolge subartikel (2) van genoemde artikel, by hierdie Ooreenkoms ingelyf is.

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

24. VRYSTELLINGS.

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

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

(3) Die Raad moet, onderworpe aan subartikel (4), die tydperk waartydens en die voorwaardes waarop die vrystelling geld, vasstel.

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

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

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

25. AGENTE VAN DIE RAAD.

(1) In die afwesigheid van 'n „aangewese agent” van die Raad wat kragtens artikel twee-en-sestig van die Nywerheids-versoeningswet, 1937, aangestel is, moet die Raad een of meer bepaalde persone as agente aanstel om die Raad by te staan om die bepalinge van hierdie Ooreenkoms uit te voer.

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

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

26. ADMINISTRASIE EN VERTOLKING VAN OOREENKOMS.

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

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

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

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

22. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

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

- (a) a copy of this Agreement;
- (b) a summary of sections of the Industrial Conciliation Act as prescribed by regulation 7 (5) of the Act;
- (c) a notice in the form prescribed by the regulations under the Act specifying the day of the week or month, as the case may be, and the time and place at which wages will be paid each week or month, as the case may be;
- (d) a notice containing the official address of the Divisional Inspector of Labour and of the Secretary of the Council within whose area of jurisdiction the employer is carrying on his business.

23. KEEPING OF RECORDS.

(1) The provisions of sub-section (1) of section fifty-seven of the Industrial Conciliation Act, 1937, prescribing that every employer shall at all times keep in respect of all persons employed by him records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation (such records being generally known and referred to as a “wages book” or “wages register”), and the provisions of any regulations made in pursuance of sub-section (2) of the said section, shall be deemed to be incorporated in this Agreement.

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

24. EXEMPTIONS.

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

(2) Application for exemptions shall be in writing and shall be lodged with the Secretary to the Council.

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

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

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

- (a) Full name of the person to whom the exemption is granted;
 - (b) the provisions of this Agreement from which the exemption is granted;
 - (c) the period during which the exemption shall operate; and
 - (d) the conditions subject to which the exemption is granted.
- (6) The Council shall—
- (a) number all such licences consecutively;
 - (b) retain a copy of each licence issued;
 - (c) forward another copy thereof to the Divisional Inspector of Labour; and
 - (d) when the exemption is granted to an employee, forward another copy thereof to his employer.

25. AGENTS OF THE COUNCIL.

(1) In the absence of a “designated agent” of the Council appointed in terms of section sixty-two of the Industrial Conciliation Act, 1937, the Council shall appoint one or more specified persons as agents to assist the Council in giving effect to the terms of this Agreement.

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

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

26. ADMINISTRATION AND INTERPRETATION OF AGREEMENT.

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

27. FONDSE VAN DIE RAAD.

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

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

Bedrag van gewone weekloon.	Bedrag van weeklikse bydraes wat afgetrek moet word.
	s. d.
Tot en met £2. 5s.....	0 3
Meer as £2. 5s. en minder as £4. 10s.....	0 6
Met inbegrip van £4. 10s. en minder as £6..	0 9
Met inbegrip van £6 en minder as £9. 10s....	1 0
Met inbegrip van £9. 10s. en meer.....	2 0

Bedrag van gewone maandloon.	Bedrag van maandelikse bydraes wat afgetrek moet word.
	s. d.
Tot en met £9. 15s.....	1 1
Meer as £9. 15s. en minder as £19. 10s.....	2 2
Met inbegrip van £19. 10s. en minder as £26	3 3
Met inbegrip van £26 en minder as £41. 3s. 4d	4 4
Met inbegrip van £41. 3s. 4d. en meer.....	8 8

(c) Wanneer 'n lid wat 'n werknemer is wat weekliks besoldig word, minder as agt uur in een week werk, of wat 'n werknemer is wat maandeliks besoldig word, minder as 35 uur in een maand werk, moet die aftrekking voorgeskryf by paragrawe (a) en (b) van subartikel (2) nie gemaak word nie, maar sodanige aftrekkings moet in alle ander gevalle gemaak word.

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

(e) As die dienste van 'n werknemer voor die begin van die jaarlikse vakansieverlof, voorgeskryf in subartikel (1) van artikel 14, beëindig word, moet sy werkgewer ingevolge subartikel (6) van dié artikel, 'n bedrag as en vir sodanige werknemer se bydrae van sy verlofbesoldiging aftrek, in dieselfde verhouding as wat die tydperk van sy diens by dieselfde werkgewer, met ingang van die 25ste dag van Desember voor of van die datum van sy indiens-treding by dieselfde werkgewer na gelang van die jongste datum, tot 12 maande staan.

(3) *Bydraes van werkgewers.*—Die werkgewer moet by elke bedrag wat hy ingevolge subartikel (2) aftrek, 'n gelyke bedrag, plus 'n eenvormige tarief van tien sjielings (10s.) per maand as en vir sy bydrae daarby voeg ten opsigte van elke inrigting waar een of meer persone in diens is.

(4) *Aanstuur van bydraes.*—Elke werkgewer moet die totale bedrag van die bydraes binne elke kalendermaand ingevolge sub-artikels (2) en (3) saam met 'n opgawe in die vorm van Aanhangel F van hierdie Ooreenkoms, wat behoorlik deur hom ingevul en onderteken is, voor die 10de dag van die daaropvolgende maand aan die Sekretaris van die Nywerheidsraad by die adres, Empire-gebou 503, Kruisstraat, Johannesburg, of sodanige ander adres as dié waarvan die sekretaris die werkgewer skriftelik in kennis stel, stuur.

28. BESKERMENDE KLERE.

Die werkgewer, houer of gebruiker moet aan elke persoon wat in 'n fabriek werk of waar masjinerie gebruik word en wat bloot-gestel is aan nat of stowwerige prosesse, hitte of giftige, vretende of ander skadelike stowwe wat moontlik besering of siekte aan so 'n persoon kan meebring of sy klere kan beskadig, kosteloos genoeg beskermende klere en toerusting, met inbegrip van pette, stofbrille, handskoene, skoene of beskermende salf verskaf en genoemde beskermende klere in 'n goeie toestand hou. Hierdie beskermende klere bly die eiendom van die werkgewer.

29. WERKNEMERS WAT NIE GEKLASSIFISEER WORD NIE.

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

30. SIEKTEBYSTANDFONDS.

(1) *Bestaan.*—Ingevolge hiervan bly die siektebystandfonds wat oorspronklik by Goewermentskennisgewing No. 2337 van 24 Desember 1943, gestig is en die Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund genoem word (hieronder die „siektebystandfonds" of die „fonds" genoem), voortbestaan.

(2) *Doelstellings.*—Die doel van die fonds is—

(a) om lede van die fonds van geneeskundige en siektebystand gedurende tydperke van siekte of ongeskiktheid te voorsien;

27. COUNCIL FUNDS.

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

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

Amount of Ordinary Weekly Wages.	Amount of Weekly Contributions to be deducted.
	s. d.
Up to and including £2. 5s.....	0 3
Over £2. 5s. and under £4. 10s.....	0 6
Including £4. 10s. and under £6.....	0 9
Including £6 and under £9. 10s.....	1 0
Including £9. 10s. and over.....	2 0

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

Amount of Ordinary Monthly Wages.	Amount of Monthly Contributions to be deducted.
	s. d.
Up to and including £9. 15s.....	1 1
Over £9. 15s. and under £19. 10s.....	2 2
Including £19. 10s. and under £26.....	3 3
Including £26 and under £41. 3s. 4d.....	4 4
Including £41. 3s. 4d. and over.....	8 8

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

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

(e) If the services of an employee are terminated before the commencement of the annual holiday leave period prescribed in sub-section (1) of section 14, his employer shall deduct from his leave pay in terms of sub-section (6) of that section, an amount as and for such employee's contributions from his leave pay as the period of his employment with the same employer as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later, bears to 12 months service.

(3) *Employers' Contributions.*—To each amount deducted by the employer in pursuance of sub-section (2) the employer shall as and for his contribution add an equal amount, plus a flat rate of ten shillings (10s.) per month in respect of each establishment where one or more persons are employed.

(4) *Remittance of Contributions.*—Each employer shall remit the total sum of the contributions within each calendar month in pursuance of sub-sections (2) and (3) together with a statement in the form of Annexure "F" to this Agreement duly completed and signed by him, by the 10th day of the following month, to the Secretary of the Industrial Council at the address, 503 Empire Building, Kruis Street, Johannesburg, or such other address as the employer may be notified in writing by the Secretary.

28. PROTECTIVE CLOTHING.

The employer, occupier or user shall provide free of charge and maintain in good condition adequate protective clothing and appliances, including where necessary, caps, goggles, gloves, footwear or protective ointment, to any person working in the factory or where machinery is used, who is exposed to wet or dusty processes, to heat or to any poisonous, corrosive, or other injurious substance liable to cause injury or disease to the person or damage to clothing. Such protective clothing shall remain the property of the employer.

29. EMPLOYEES NOT SPECIFIED.

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

30. SICK BENEFIT FUND.

(1) *Establishment.*—The establishment is hereby continued of the sick benefit fund originally established under Government Notice No. 2337 of 24th December, 1943, and named the "Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund" (hereinafter referred to as the "sick benefit fund" or the "fund").

(2) *Objects.*—The objects of the fund shall be—

(a) to provide members of the fund with medical and sickness benefits during periods of sickness or incapacity;

- (b) om sodanige ander wettige dinge te doen as wat volgens die mening van die Bestuurskomitee die liggaamlike gesondheid van lede sal beskerm en bevorder;
- (c) om by die afsterwe van 'n lid aan sy benoemde of benoemdes geldelike bystand te verleen.
- (3) *Bestuur en administrasie.*—(a) Die sake van die fonds moet geadminestreer word deur 'n subkomitee van die Raad wat ooreenkomstig die grondwet daarvan aangestel word en uit drie verteenwoordigers van die werkgewersorganisasie en drie verteenwoordigers van die werknemersvereniging bestaan en wat bekend moet staan as die „Bestuurskomitee van die Siektebystand-fonds” (hieronder die „bestuurskomitee” genoem).
- (b) Die bestuurskomitee kan, onderworpe aan die goedkeuring van die Raad deur 'n besluit, reëls vir die fonds opstel wat nie strydig is nie met die Wet of met die grondwet van die Raad of met hierdie Ooreenkoms of met 'n ander wet wat die aanstelling en ampstyd van lede van die bestuurskomitee, die bevoegdhede en pligte van die bestuurskomitee en sy vergaderings en prosedure, die aanstelling, ampstyd, diensvoorwaardes, bevoegdhede en pligte van 'n sekretaris, klerklike assistente, ouditeur, geneeskundige, snykundige en tandheelkundige beamptes, verpleegsters en ander geneeskundige hulp aan die fonds, die indiensneming van geneeskundige spesialiste en raadplegende geneesher, die belegging van die fonds se geld en alle ander sake in verband met die algemene administrasie en bestuur van die fonds reël; en die bestuurskomitee kan, onderworpe aan die goedkeuring van die Raad by 'n besluit, sodanige reëls op die manier wat daartoe voorgeskryf moet word, wysig.
- (c) 'n Afskrif van sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word en 'n afskrif moet in die kantoor van die sekretaris van die fonds beskikbaar wees vir inspeksie deur 'n persoon in diens in die Nywerheid.
- (4) *Lidmaatskap.*—(a) Alle werknemers in die nywerheid kan as lede van die fonds verkies word.
- (b) Alle werknemers in die Nywerheid moet onderworpe aan klousules 30 (4) (d) en (e) en 30 (5) (a), (b) en (c) lede van die fonds word en/of bly.
- (c) 'n Werknemer word beskou as lid van die fonds nadat die sekretaris die eerste bydraes ten opsigte van so 'n werknemer ingevolge klousule 30 (6) (g) ontvang het.
- (d) Toelating tot lidmaatskap is onderworpe aan die voorwaarde dat 'n werknemer ten tye van sy toelating sobere, matige en sedelike gewoontes het.
- (e) As die bestuurskomitee op redelike gronde besluit dat daar nie aan die voorwaarde voorgeskryf by klousule 30 (4) (d) voldoen is nie, is die lidmaatskap van 'n werknemer *ab initio* ongeldig en die Raad het die reg om namens die fonds die totale bedrag of waarde van alle bystand wat so 'n werknemer van die fonds ontvang het by 'n regsgeding of deur ander regmatige middele op hom te verhaal.
- (5) *Beëindiging van lidmaatskap.*—(a) Sonder om die uitwerking van klousules 30 (4) (d) en (e) te beperk, kan die komitee by besluit die lidmaatskap van 'n lid beëindig as genoemde komitee te eniger tyd op redelike gronde besluit dat 'n lid van die fonds onsobere, onmatige of onsedelike gewoontes het.
- (b) Beëindiging van lidmaatskap ingevolge paragraaf (a) tree in werking op die datum waarop die sekretaris van die fonds die betrokke lid skriftelik van die besluit om sy lidmaatskap te beëindig, in kennis stel. Die fonds moet aansprake op bystand wat tot op daardie datum opgeloop het, betaal, maar geen aanspraak kan daarna oploop nie.
- (c) *Reg van appell.*—Daar kan ingevolge klousules 30 (4) (e) en 30 (5) (a) by die Nywerheidsraad appell aangeteken word teen die besluit van die bestuurskomitee. Die Nywerheidsraad moet die appell verhoor en kan sodanige ondersoeke as wat hy nodig ag, instel en sy uitspraak is beslissend.
- (d) Die lidmaatskap van 'n werknemer eindig wanneer hy nie meer in diens in die Nywerheid is nie; met dien verstande dat 'n werknemer nog geregtig is op bytand uit die fonds gedurende 'n tydperk van werkloosheid onmiddellik na sy diens in die Nywerheid, maar vir hoogstens dertien weke, as hy andersins voldoen aan die voorwaardes wat hom die reg op sodanige bystand gee. Voorts met dien verstande dat die lid nie op siektebesoldiging geregtig is nie.
- (6) *Bydraes.*—(a) Die fonds word gefinansier uit gelde wat op die datum van hierdie Ooreenkoms tot krediet van die fonds staan en uit bydraes deur werkgewers en werknemers, en dié bydraes moet die bedrae wees en moet gemaak word soos voorgeskryf in hierdie subartikel.
- (b) *Bydraes van werknemers.*—(i) *Werknemers wat weekliks besoldig word.*—Elke werknemer moet van die weekloon van elkeen van sy werknemers wat weekliks besoldig word 'n bedrag aftrek ooreenkomstig die volgende skaal as en vir dié werknemer se weeklikse bydrae:—

Bedrag van gewone weekloon.	Bedrag van weeklikse bydraes wat afgetrek moet word.
	s. d.
Tot maar hoogstens £2.....	0 6
Meer as £2 maar hoogstens £3.....	0 9
Meer as £3 maar hoogstens £3. 10s.....	1 0
Meer as £3. 10s. maar hoogstens £4. 10s....	1 6
Meer as £4. 10s. maar hoogstens £6. 10s....	2 6
Meer as £6. 10s. maar hoogstens £9. 15s....	3 6
Meer as £9. 15s.....	5 0

- (b) to do such other lawful things as in the opinion of the Management Committee will protect and further the physical health of members;
- (c) to provide, upon the death of a member, a monetary benefit for his nominee or nominees.
- (3) *Management and Administration.*—(a) The affairs of the fund shall be administered by a sub-committee of the Council appointed in terms of its constitution and consisting of three representatives of the employers' association and three representatives of the employees' union and to be known as the "Management Committee of the Sick Benefit Fund" (hereinafter referred to as the "Management Committee").
- (b) The Management Committee may, subject to the approval of the Council by resolution, make rules for the fund, not inconsistent with the Act or with the constitution of the Council or with this Agreement or with any other law regulating the appointment and tenure of office of members of the Management Committee; the powers and duties of the Management Committee and its meetings and procedure; the appointment, tenure of office, conditions of service, powers and duties of a secretary, clerical assistants, auditor, medical, surgical and dental officers, nurses, and other medical assistance to the fund; the engagement of medical specialists and consultants; the investment of moneys of the fund; and all other matters connected with the general administration and management of the fund; and the Management Committee may, subject to the approval of the Council by resolution, amend such rules in manner to be therein prescribed.
- (c) A copy of such rules and of any amendments thereto shall be lodged with the Secretary for Labour and a copy shall be available at the office of the secretary to the fund for inspection by any person engaged in the Industry.
- (4) *Membership.*—(a) All employees in the industry shall be eligible for membership of the fund.
- (b) Such employees shall become and/or continue to be members of the fund subject to clauses 30 (4) (d) and (e) and 30 (5) (a), (b) and (c).
- (c) An employee shall be deemed to be admitted to membership of the fund upon receipt by the secretary of the first remittance of contributions in respect of such employee in terms of clause 30 (6) (g).
- (d) Admission to membership shall be subject to the condition that at the time of such admission the employee is not of unsobere and intemperate or immoral habits.
- (e) If the Management Committee decides upon reasonable cause that the condition prescribed by clause 30 (4) (d) has not been fulfilled, the membership of such employee shall be void *ab initio* and the Council shall have the right on behalf of the fund to recover from such person by legal action or other lawful means the total amount or value of all benefits received by such employee from the fund.
- (5) *Termination of Membership.*—(a) Without limiting the effect of clauses 30 (4) (d) and (e), if at any time the Management Committee decides upon reasonable cause that a member of the fund is of unsobere, intemperate or immoral habits, the Committee may by resolution terminate the membership of such member.
- (b) Termination of membership in pursuance of paragraph (a) shall take effect as from the date on which notification in writing of the resolution terminating such membership is given by the secretary of the fund to the member concerned. Claims for benefits which have accrued up to that date shall be paid by the fund but no claim shall accrue thereafter.
- (c) *Right of Appeal.*—There shall be a right of appeal to the Industrial Council from any decision of the Management Committee in pursuance of clauses 30 (4) (e) and 30 (5) (a). The Industrial Council shall hear the appeal and may make such investigations as it may deem fit and shall make a decision which shall be final.
- (d) The membership of an employee shall terminate upon his ceasing to be employed in the Industry; provided that an employee shall remain eligible for the benefits deriving from the fund during any period of unemployment immediately following his employment in the Industry but not exceeding thirteen weeks, if he is otherwise in compliance with the conditions entitling him to such benefits; provided further that such member shall not be entitled to sick pay.
- (6) *Contributions.*—(a) The fund shall be financed by the moneys standing to the credit of the fund at the date of this Agreement and by contributions to be made by employers and employees, and such contributions shall be of the amounts and shall be made in the manner prescribed by this sub-section.
- (b) *Employees' Contributions.*—(i) *Weekly Paid Employees.*—Every employer shall deduct from the weekly wages of each of his weekly paid employees an amount in accordance with the following scale as and for such employee's weekly contributions:—

Amount of Ordinary Weekly Wages.	Amount of Weekly Contributions to be Deducted.
	s. d.
Up to but not exceeding £2.....	0 6
Over £2 but not exceeding £3.....	0 9
Over £3 but not exceeding £3. 10s.....	1 0
Over £3. 10s. but not exceeding £4. 10s....	1 6
Over £4. 10s. but not exceeding £6. 10s....	2 6
Over £6. 10s. but not exceeding £9. 15s....	3 6
Over £9. 15s.....	5 0

(ii) *Werknemers wat maandeliks besoldig word.*—Elke werkgewer moet van die maandloon van eiken van sy werknemers wat by die maand besoldig word, 'n bedrag aftrek ooreenkomstig die volgende skaal (wat gebaseer is op 4½ maal die skaal van werknemers wat weekliks besoldig word), as en vir so 'n werknemer se maandelikse bydrae:—

Bedrag van gewone maandloon.	Bedrag van maandelikse bydraes wat afgetrek moet word.
	£ s. d.
Tot maar hoogstens £8. 13s. 4d.....	0 2 2
Meer as £8. 13s. 4d. maar hoogstens £13.....	0 3 3
Meer as £13 maar hoogstens £15. 3s. 4d.....	0 4 4
Meer as £15. 3s. 4d. maar hoogstens £19. 10s.....	0 6 6
Meer as £19. 10s. maar hoogstens £28. 3s. 4d.....	0 10 10
Meer as £28. 3s. 4d. maar hoogstens £42. 5s.....	0 15 2
Meer as £42. 5s.....	1 1 8

(c) Wanneer 'n lid wat 'n werknemer is wat weekliks besoldig word, minder as agt uur in een week werk, of wat 'n werknemer is wat maandeliks besoldig word, minder as 35 uur in een maand werk, moet die aftrekkings wat by paragraaf (b) voorgeskryf word nie gemaak word nie, maar sodanige aftrekkings moet in alle ander gevalle gemaak word.

(d) *Werknemers op verlof.*—Wanneer 'n lid op verlof met besoldiging is, moet hy steeds bydra asof hy nog werk en die werkgewer moet die nodige bedrae vir dié doel van sy verlof-besoldiging aftrek.

(e) As die dienste van 'n werknemer voor die begin van die jaarlikse vakansieverlof, voorgeskryf by subartikel (j) van artikel 14, beëindig word, moet sy werkgewer ingevolge subartikel (6) van genoemde artikel 'n bedrag van sy verlofbesoldiging aftrek as en vir so 'n werknemer se bydraes van sy verlofbesoldiging wat in dieselfde verhouding tot die bedrag van sy genoemde verlofbesoldiging staan as wat sy dienstdyperk by dieselfde werkgewer met ingang van 25 Desember voor of van die datum waarop hy by dieselfde werkgewer in diens getree het, na gelang van die jongste datum, tot 12 (twaalf) maande diens staan.

(f) *Bydraes van werkgewers.*—Die werkgewer moet by elke bedrag wat hy ingevolge paragrafe (b) (c), (d) en (e) van hierdie subartikel aftrek, 'n gelyke bedrag as en vir sy bedrae voeg.

(g) *Aanstuur van bydraes.*—Elke werkgewer moet die totale bedrag van bydraes gedurende elke kalendermaand ingevolge paragrafe (b), (c), (d), (e) en (f) van hierdie subartikel, saam met 'n opgawe in die vorm van Aanhangsel J van hierdie Ooreenkoms met sodanige afwykings as wat die omstandighede vereis, behoortlik deur hom ingevul en onderteken, op of voor die 10de van die daaropvolgende maand aan die sekretaris van die fonds by die adres, Posbus 8530, Johannesburg, stuur of aan sodanige ander adres waarvan die sekretaris die werkgewer skriftelik in kennis stel.

(7) *Minimum bystand.*—'n Lid van die fonds wat siek word of 'n besering opdoen as gevolg van 'n ongeluk, is geregtig op die volgende minimum bystand, behoudens die bepalinge van subartikels (8) en (9) van hierdie artikel:—

(a) *Geneeskundige hulp.*—Geneeskundige hulp, met inbegrip van die koste van X-straalondersoeke, operasies, inspuittings, ondersoeke deur spesialiste, gelde van narkotiseurs, hospitaal- en verpleeginrigtinggelde, met inbegrip van oogkundige ondersoeke en operasies.

Die totale bedrag aan bystand wat kragtens hierdie paragraaf aan of ten behoeve van 'n lid betaalbaar is, mag nie sestig pond (£60) in een kalenderjaar te bowe gaan nie; met dien verstande dat die totale bedrag van sodanige bystand gedurende die eerste kalenderjaar van lidmaatskap in verhouding moet wees tot die onverstreke deel van die kalenderjaar op die datum waarop die lid tot die fonds toegelaat is, wat volgens weke bereken word ('n gedeelte van 'n week word in hierdie berekening nie in ag geneem nie).

(b) *Brille.*—Die verskaffing van brille op voorskrif van 'n oogarts of 'n optisien, en hoogstens een bril per jaar kan verskaf word.

Die bedrag aan bystand wat kragtens hierdie paragraaf aan of ten behoeve van 'n lid betaalbaar is, mag drie pond (£3) ten opsigte van 'n bril nie te bowe gaan nie, en wanneer die bystand verleen is, is die lid nie op 'n soortgelyke bystand geregtig voordat een jaar daarna verloop het nie. Hierdie bystand omvat nie die herstel van brille wat genoodsaak word deur verlies, diefstal of vernietiging nie.

(c) *Tandheelkundige dienste.*—Tandheelkundige dienste wat die volgende omvat:—

Stop, trek, profilaksie, tandvleisbehandeling, wortel-terapie, X-straalondersoek en kunstande; met dien verstande dat die betrokke lid t.o.v. die vervaardiging, pas of herstel van kunstande persoonlik verantwoordelik is om die helfte van die koste wat aangegaan is vir elke afsonderlike diens aan die fonds te betaal, en voorts met dien verstande dat bogenoemde dienste nie kroon- en brugwerk, snykundige werk of metaal- en gegote kunstande omvat nie.

Na goedgekeurde kan die bestuurskomitee egter die verskaffing van tandheelkundige dienste, uitgesonderd dié wat hierbo genoem word, aan 'n lid goedkeur, onderworpe aan die voorwaarde dat die totale aanspreeklikheid van die fonds t.o.v. tandheelkundige dienste wat aan 'n lid verskaf is hoogstens £4. 4s. (vier pond vier shillings) gedurende 'n kalenderjaar moet wees.

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

Amount of Ordinary Monthly Wages.	Amount of Monthly Contributions to be Deducted.
	£ s. d.
Up to but not exceeding £8. 13s. 4d.....	0 2 2
Over £8. 13s. 4d. but not exceeding £13.....	0 3 3
Over £13 but not exceeding £15. 3s. 4d.....	0 4 4
Over £15. 3s. 4d. but not exceeding £19. 10s.....	0 6 6
Over £19. 10s. but not exceeding £28. 3s. 4d.....	0 10 10
Over £28. 3s. 4d. but not exceeding £42. 5s.....	0 15 2
Over £42. 5s.....	1 1 8

(c) When a member, being a weekly paid employee, is employed for less than eight hours in any one week, or being a monthly paid employee, is employed for less than thirty-five hours in any one month, the deductions prescribed by paragraph (b) shall not be made, but such deductions shall be made in all other cases.

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

(e) If the services of an employee are terminated before the commencement of the annual holiday leave period prescribed in sub-section (1) of section 14, his employer shall deduct from his leave pay in terms of sub-section (6) of that section an amount, as and for any such employee's contributions from his leave pay, which bears the same proportion to the amount of his said leave pay as the period of his employment with the same employer as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later, bears to 12 (twelve) months service.

(f) *Employers' Contributions.*—To each amount deducted by the employer in pursuance of paragraphs (b), (c), (d) and (e) of this sub-section the employer shall as and for his contribution add an equal amount.

(g) *Remittance of Contributions.*—Each employer shall remit the total sum of contributions within each calendar month in pursuance of paragraphs (b), (c), (d), (e) and (f) of this sub-section, together with a statement in the form of Annexure J to this Agreement with such variations as the circumstances require, duly completed and signed by him, by the 10th of the following month, to the secretary of the fund at the address, P.O. Box 8530, Johannesburg, or such other address as the employer may be notified, in writing, by the secretary.

(7) *Minimum Benefits.*—A member of the fund shall be entitled to the following minimum benefits, subject to the provisions of sub-sections (8) and (9) of this section:—

(a) *Medical Attention.*—Medical attention, including the cost of X-ray examinations, operations, injections, specialists' examinations, anaesthetists' fees, hospital and nursing home fees, including herein ophthalmic examinations and operations.

The total amount of benefits payable to or on behalf of a member in pursuance of this paragraph shall not exceed sixty pounds (£60) within one calendar year; provided that during the first calendar year of membership the total amount of such benefits shall be proportionate to the unexpired portion of the calendar year at the date of admission to membership calculated in weeks, portion of a week being discharged in such calculation.

(b) *Spectacles.*—The supply of spectacles on the prescription of an oculist or optician, and shall not exceed one pair per calendar year.

The amount of the benefit payable to or on behalf of a member in pursuance of this paragraph shall not exceed three pounds (£3) in respect of any one pair of spectacles and when any such benefit has been paid the member shall not be entitled to a similar benefit until the lapse of one year thereafter. This benefit shall not include repairs to spectacles occasioned by loss, theft or destruction.

(c) *Dental Services.*—Dental services to the extent of the following:—

Fillings, extractions, prophylaxis, gum treatments, root therapy, X-ray and dentures; provided that in respect of the manufacture, fitting or repair of dentures, the member concerned shall be personally responsible to the fund for the payment of half the cost involved for each separate service; and provided further, that the above services shall not include crown and bridge work, surgical work or metal and cast dentures.

Within its discretion, however, the Management Committee may authorise the rendition of dental services, to any member, other than those specified above subject to the condition, that the total liability of the fund in respect of dental services rendered to any member shall not exceed £4. 4s. (four pounds four shillings) during any calendar year.

- (d) *Medisyne, ens.*—Verskaffing van medisyne, verdowningsmiddels, salf, verbande en smeermiddels op magtiging van 'n voorskrif wat deur 'n geneeskundige beamppte van die fonds onderteken is.
- (e) *Siektebesoldiging.*—Siektebesoldiging t.o.v. 'n tydperk of tydperke waartydens so 'n lid weens siekte of besering ongeskik is en gevolglik verhinder word om sy loon te verdien, ooreenkomstig die volgende skaal, maar gedurende een kalenderjaar hoogstens altesaam die maksimum bedrag waarop die werknemer ingevolge paragraaf (iii) van genoemde volgende skaal geregtig sou wees:—
- (i) As die ongeskiktheid hoogstens twee dae duur, met inbegrip van dae waarop daar nie gewerk word nie, geen siektebesoldiging nie.
 - (ii) As die ongeskiktheid twee dae te bowe gaan in 'n ononderbroke tydperk van hoogstens 21 dae (met inbegrip van dae waarop daar gewerk word en nie gewerk word nie) is die lid geregtig op besoldiging t.o.v. elke werkdag wanneer hy van die werk afwesig is, tot 'n bedrag wat gelyk is aan dié wat hy sou verdien het op daardie dae, onderworpe aan die voorbehoud dat geen lid geregtig is op meer as £11 weekliks nie, en voorts met dien verstande dat die lewenskostetoelae vir daardie siektebesoldiging betaal moet word.
 - (iii) Wanneer die ongeskiktheid langer as drie weke duur, siektebesoldiging ooreenkomstig paragraaf (ii) van hierdie skaal t.o.v. die eerste drie weke en daarna t.o.v. elke bykomende dag waarop die werknemer onder gewone omstandighede sou gewerk het en vir nog 'n tydperk van hoogstens vyf weke, siektebesoldiging teen die helfte van die skaal wat in paragraaf (ii) van hierdie skaal voorgeskryf is.
 - (iv) Om die bedrag of bedrae vas te stel wat ingevolge die bepalinge van paragrafe (ii) en (iii) aan 'n lid betaalbaar is, moet die gewone weekloon van die betrokke werknemer—
 - (a) in die geval van 'n werknemer wat in diens is in 'n inrigting waarin 5 dae gewerk word, deur 5 gedeel word; en
 - (b) in die geval van 'n werknemer wat in diens is in 'n inrigting waarin 5½ dae gewerk word, deur tweedelfdes gedeel word t.o.v. 'n dag van Maandag tot Vrydag ten opsigte waarvan besoldiging betaal word, en deur een-elfde t.o.v. bedrae wat uit die fonds betaal word ten opsigte van Saterdag.
- (f) *Sterftebystand.*
- (i) Wanneer 'n lid van die fonds tot sterwe kom en 'n sterftesertifikaat ingedien word, moet die fonds onmiddellik die bedrag van die bystand voorgeskryf in subparagraaf (ii) aan sy behoorlik benoemde skenk en betaal. Die sterftebystand is nie 'n bate in die boedel van die gestorwe lid nie, maar is die volstrekte eiendom van die benoemde van die afgestorwe lid.
 - (ii) Die bedrag van die sterftebystand moet gelykstaan aan viermaal die gewone weekloon plus lewenskostetoelae wat die lid ontvang het of waarop hy geregtig sou gewees het om te ontvang onmiddellik voor sy dood op die basis van voltydse diens; met dien verstande dat so 'n bedrag minstens vyftien pond (£15) moet wees en dat die gewone loon waarop so 'n bedrag bereken word, hoogstens die minimum loon vir 'n ambagsgesel se werk, voorgeskryf in subartikel (1) van artikel 6 moet wees.
 - (iii) Elke lid kan die persoon of persone (wat almal in die omskrywing „benoemde” omvat word) wat hy verlang om genoemde bystand by sy afsterwe te ontvang, op die manier voorgeskryf in subparagraaf (v), benoem.
 - (iv) Die bestuurskomitee moet 'n gedrukte of getikte vorm vir die maak van sulke benoemings aan lede beskikbaar stel en dit moet wees in die vorm van Aanhangsel G van hierdie Ooreenkoms.
 - (v) Die lid wat sy benoeming maak, moet die besonderhede gemeld in genoemde vorm invul en die vorm onderaan onderteken in die teenwoordigheid van twee getuies wat dit daarop as getuies moet onderteken.
 - (vi) Nadat die lid sy benoemingsvorm voltooi het, moet hy dit by die sekretaris van die fonds by die kantoor van die fonds indien en die sekretaris is verantwoordelik vir die veilige bewaring van alle nominasievorms wat aldus ingedien is.
 - (vii) 'n Lid kan sy benoemde te eniger tyd verander deur 'n ander benoemingsvorm behoorlik in te vul en in te dien; hierna moet sy vorige benoemingsvorm aan hom teruggestuur word en hy moet dit in die teenwoordigheid van die sekretaris of die persoon wat namens die sekretaris optree, vernietig.
 - (viii) Indien 'n lid meer as een persoon benoem het, moet die bedrag van die bystand wat uit die fonds aan hom betaalbaar is, by sy afsterwe eweredig onder sodanige benoemdes verdeel word en dien ooreenkomstig aan hulle betaal word.
 - (ix) Indien 'n lid se benoemde nie binne 12 maande na die afsterwe van so 'n lid opgespoor kan word nie, verval die bystand wat aan so 'n benoemde betaalbaar is onmiddellik by verstryking van dié tydperk.

- (d) *Medicines, Etc.*—Supplies of medicines, drugs, ointments, bandages and lotions upon the authority of a prescription signed by a medical officer of the fund.
- (e) *Sick Pay.*—Sick pay in respect of any period or periods during which such member is incapacitated by such illness or injury and thereby precluded from earning his wages, in accordance with the following scale, but not exceeding in the aggregate during any one calendar year the maximum amount to which the member would be entitled in terms of paragraph (iii) of the said following scale:—
- (i) If such incapacity does not exceed two days, including non-working days, no sick pay.
 - (ii) If a member's incapacity in an unbroken period exceeds two working days but does not exceed 21 days (working days and non-working days included), then such member shall be entitled to payment in respect of each working day absent from work an amount equivalent to that which he would have earned on such days, subject to the proviso that no member shall be entitled to receive more than £11 per week; and provided further, that the cost of living allowances shall be paid on such sick pay.
 - (iii) If such incapacity exceeds three weeks, sick pay in accordance with paragraph (ii) of this scale in respect of the first three weeks; and thereafter in respect of each additional day on which the employee would ordinarily have worked and to the extent of a further period not exceeding five weeks, sick pay at half the rate prescribed in paragraph (ii) of this scale.
 - (iv) In determining the amount or amounts payable to a member in terms of paragraphs (ii) and (iii) the ordinary weekly wage of the employee concerned shall—
 - (a) in the case of an employee working in a 5 day establishment, be divided by 5; and
 - (b) in the case of an employee working in a 5½ day establishment, be divided by two-elevenths in respect of any day from Monday to Friday in respect of which payment is made, and by one-eleventh in respect of payments made from the Fund in respect of Saturdays.
- (f) *Death Benefit.*
- (i) On the death of a member of the Fund and on production of a death certificate, the Fund shall immediately donate and pay forthwith the amount of the benefit prescribed in sub-paragraph (ii) to his duly appointed nominee.
The death benefit shall not be an asset in the estate of the deceased member, but shall be the absolute property of the nominee of the deceased member.
 - (ii) The amount of the death benefit shall be an amount equivalent to four times the ordinary weekly wage plus cost of living allowance which the member was receiving, or would have been entitled to receive, upon the basis of full-time employment immediately preceding his death; provided that such amount shall be not less than fifteen pounds (£15) and that the ordinary wage upon which such amount is calculated shall not exceed the minimum wage for journeyman's work prescribed in sub-section 1 of section 6.
 - (iii) Each member may nominate in manner prescribed in sub-paragraph (v) the person or persons (all being included in the designation "nominee") whom he desires to receive the said benefit upon his death.
 - (iv) The Management Committee shall make available to members a printed or typewritten form for the purpose of making such nominations, which shall be in the form of Annexure G to this Agreement.
 - (v) The member making his nomination shall fill in the particulars indicated in the said form and shall sign it at the foot thereof in the presence of two witnesses who shall thereupon sign the same as witnesses.
 - (vi) Forthwith upon the member completing his nomination form he shall lodge it with the secretary to the fund at the office of the fund, and the secretary shall be responsible for the safe custody of all nomination forms so lodged.
 - (vii) A member may change his nominee at any time by duly completing and lodging another nomination form, whereupon his prior nomination form shall be returned to him; which he shall then destroy in the presence of the secretary or the person acting in place of the secretary.
 - (viii) If more than one nominee has been appointed by a member, then upon his death the amount of the benefit payable from the fund shall be divided equally among such nominees and paid out to them accordingly.
 - (ix) If a nominee appointed by a member cannot be traced within 12 months from the death of such member, the benefit payable to such nominee shall lapse immediately upon the expiration of that period.

(x) Indien 'n lid te sterwe kom en hy nie 'n benoemingsvorm ingevolge subparagrafe (v) en (vi) ingevul of ingedien het nie, het die bestuurskomitee die bevoegdheid om na goeddunke die bedrag van die bystand wat aan so 'n lid se benoemde betaalbaar sou gewees het as so 'n lid 'n benoemingsvorm soos hierbo gemeld, ingevul en ingedien het, aan enige persoon binne 12 maande na die dood van die lid te betaal; met dien verstande dat so 'n betaling en die persoon van wie d.t. betaal moet word, by besluit van die Nywerheidsraad goedgekeur moet word.

(8) *Bepaling van bystand.*—(a) 'n Lid is nie op die bystand voorgeskryf in subartikel (7) van hierdie artikel geregtig nie, totdat hy vir 'n totale tydperk van 13 weke tot die fonds bygedra het, as hy 'n werknemer is wat weekliks in diens is of vir 'n totale tydperk van drie kalendermaande as hy 'n werknemer is wat maandeliks in diens is, onderworpe egter aan paragraaf (b) van hierdie subartikel.

(b) Wanneer die lidmaatskap van 'n werknemer ingevolge klousule 30 (5) (d) beëindig is en hy binne ses kalendermaande daarna weer 'n lid word ingevolge subartikel (4) op grond van sy herindienstreding in die Nywerheid, word hy nadat hy weer vir 'n totale tydperk van 4 weke tot die fonds bygedra het, as hy 'n werknemer is wat weekliks in diens is, of vir 'n totale tydperk van een maand, as hy 'n werknemer is wat maandeliks in diens is met ingang van die hervatting van sy lidmaatskap geregtig op bystand asof sy lidmaatskap nie aldus beëindig was nie.

(c) Wanneer die omstandighede wat aanleiding gee tot 'n lid se aanspraak op bystand ingevolge subartikel (7), ook aanleiding gee of redelik geag word as aanleiding tot die lid se aanspraak op—

- (i) skadeloosstelling ingevolge die Ongevallewet, wat dan van krag is; of
- (ii) skadevergoeding weens 'n motorvoertuig- of 'n motorfietsongeluk;

vir of t.o.v. 'n geval van skadeloosstelling of skadevergoeding wat by die bystand gespesifiseer in genoemde subartikel ingesluit is, is so 'n lid nie geregtig op bystand van die fonds totdat hy oor daardie aanspraak op skadeloosstelling of skadevergoeding 'n geregtelike uitspraak gekry het nie of totdat so 'n aanspraak onderling geskik is nie, en die bedrag van so 'n uitspraak ten gunste van die lid of die bedrag wat ingevolge die skikking aan hom betaalbaar is, moet afgetrek word van die totale bedrag van bystand wat ingevolge genoemde subartikel aan hom betaalbaar is.

(d) 'n Lid is nie op siekteverlof kragtens klousule 30 (7) (e) geregtig t.o.v. 'n tydperk van verlof met of sonder besoldiging nie.

(e) 'n Lid is nie op bystand geregtig nie as die bestuurskomitee op redelike gronde besluit dat die lid se aanspraak op bystand op 'n voorwendsel van siekte rus nie of dat so 'n aanspraak ontstaan weens siekte of besering as gevolg van 'n misdaad of 'n poging om 'n misdaad te begaan, of ontstaan uit onmatigheid, dronkenskap, onsedelikeit, venetiese siekte, wanordelike of onwettige losbandige gedrag, deelneming in beroepsport, motor-, motorfiets-, motorboot- of ander motorvoertuigsgesies, vlieg in 'n ander hoedanigheid as dié van 'n betalende passasier, of opsetlike weiering om die advies of voorskrifte van die geneeskundige beamppte van die fonds of van 'n behoorlike gekwalifiseerde geneesheer na wie die lid deur die geneeskundige beamppte van die fonds verwys is, na te kom.

(f) Die bystand voorgeskryf in klousules 30 (7) (a) (b), (c) en (d) omvat nie kunstedemate of kunsoë of uitgawes in verband met verloskundige gevalle nie.

(g) Geen aansprake op bystand of 'n gedeelte daarvan ingevolge klousules 30 (7) (a) (b), (c) en (d) kan deur die fonds betaal word as dit binne drie maande na die datum van die ontstaan van aanspreeklikheid ten opsigte waarvan so 'n aanspraak gemaak word, ingedien is nie, en tensy dit gestaaf word deur 'n behoorlike rekeningstaat t.o.v. so 'n aanspreeklikheid en die fonds kan geen aanspraak op siektebesoldiging ingevolge klousule 30 (7) (e) betaal nie, as dit nie binne drie maande na die eerste dag van ongeskiktheid ingedien word nie.

(h) 'n Lid is nie geregtig op siektebesoldiging soos voorgeskryf by klousule 30 (7) (e) as hy t.o.v. die tydperk waarvoor daar op siektebesoldiging aanspraak gemaak word, geregtig is op betaling van sy gewone loon deur sy werkgever ingevolge 'n dienskontrak nie.

(i) Die fonds betaal slegs onkoste wat aangegaan is vir behandeling deur behoorlik aangestelde geneesheer van die fonds; met dien verstande, egter, dat die bestuurskomitee na goeddunke aanspreeklikheid kan aanvaar waar lede in 'n noodtoestand of terwyl hulle weg is van hulle gewone woonplek met die jaarlikse verlof of om die een of ander wettige rede geneeskundige of ander uitgawes aangaan binne die bestek van hierdie artikel by geneesheer uitgesoosd is dat deur die bestuurskomitee benoem is.

(9) *Staking van bystand.*—Bystand uit die fonds moet gestaak word wanneer die totale bedrag van die fonds se beleggings, kontant in spaargelde, kontant op vaste deposito's of deposito's op aanvraag, kontant in die bank op lopende rekening en kontant in kas, tot onder die bedrag van £500 daal, en daarna kan bystand nie hervat word totdat sodanige totale bedrag tot £750 gestyg het nie.

(x) If a member dies without having completed and/or lodged a nomination form in terms of sub-paragraphs (v) and (vi), the Management Committee shall have power at its discretion to pay to any person, within 12 months from the death of such member, the amount of the benefit which would have been payable to such member's nominee if such member had completed and lodged a nomination form as aforesaid; provided that any such payment, and the person to whom it is to be paid, shall be approved by resolution of the Industrial Council.

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

(b) When the membership of an employee has terminated in pursuance of clause 30 (5) (d) and he has within six calendar months thereafter again become a member in terms of sub-section (4) by reason of his re-employment in the industry, he shall, after he has again contributed to the fund for a total period of four weeks, if he is a weekly employee, or for a total period of one month, if he is a monthly employee, from the date of resumption of membership, be entitled to benefits as if his membership had not been so terminated.

(c) If the circumstances which give rise to a claim by a member to benefits under sub-sections (7) also give, or can reasonably be deemed to give, rise to a claim by such member for—

- (i) compensation under the Workmen's Compensation Act for the time being in force; or
- (ii) damages resulting from a motor vehicle or motor cycle accident;

for or in respect of any item of compensation or damage which is included within the benefits specified in the said sub-section, such member shall not be entitled to claim upon the fund until he has prosecuted such claim for compensation or damages to judgment or until such claim has been settled by agreement, and the amount of any such judgment in favour of such member or the amount payable to him in terms of any such settlement shall be deducted from the total amount of benefits payable to him under the said sub-section.

(d) A member shall not be entitled to sick pay in terms of clause 30 (7) (e) in respect of any period of either paid or unpaid leave.

(e) A member shall not be entitled to any benefits if the Management Committee decides upon reasonable cause that the member's claim to benefit arises from malingering or that such claim arises from illness or injury resulting from the commission of or attempt to commit a crime, or resulting from insobriety, intemperance, immorality, venereal disease, ritous or unlawful disorderly conduct, participation in professional sport, racing by means of automobile, motor cycle, motor boat or any other motor-propelled vehicle, flying in any capacity other than as a paying passenger or wilful refusal to carry out the advice or instructions of the medical officer of the fund, or a legally qualified medical practitioner to whom the member has been referred by the medical officer of the fund.

(f) The benefits prescribed by clauses 30 (7) (a), (b), (c) and (d) shall not include artificial limbs or artificial eyes, or any expenses in connection with obstetric cases.

(g) No claims for benefit or any portion thereof in pursuance of clauses 30 (7) (a), (b), (c) and (d) shall be paid by the fund if not made within three months of the date of the contraction of liability in respect of which such claim is made, and unless supported by a proper statement of account in respect of such liability; and no claim for sick pay in pursuance of clause 30 (7) (e) shall be paid by the fund if not made within three months of the first day of incapacity.

(h) A member shall not be entitled to sick pay as prescribed by clause 30 (7) (e) if he is entitled to payment from his employer in terms of a contract of employment of his ordinary wages during the period in respect of which sick pay is claimed.

(i) Only expenses incurred in pursuance of treatment by the duly appointed practitioners of the fund will be paid by the fund; provided, however, that within its discretion, the Management Committee may accept liability where members in an emergency, or while away from their normal place of residence on annual leave or for some other lawful reason incur medical or other expenses, within the contemplation of this section with practitioners other than those appointed by the Management Committee.

(9) *Cessation of Benefits.*—Benefits from the fund shall cease whenever the total amount of the fund's investment, cash on savings deposits, cash on fixed deposits or deposits at call, cash at bank on current account, and cash in hand falls below the sum of £500, and thereafter benefits shall not recommence until such total amount has risen to the sum of £750.

(10) *Skeidsregterlike beslissing in geskille.*—Wanneer daar tussen 'n lid van die fonds en die bestuurskomitee 'n geskil ontstaan oor 'n aanspraak op bystand, bydraes wat 'n lid moet betaal, 'n lid se regte en verpligtings ten opsigte van 'n fonds, die vertolkings van die bepalings van hierdie artikel of die reëls van die fonds of ander sake wat voortspruit uit die bepalings van hierdie artikel of die reëls van die fonds [uitgesonderd 'n geskil wat ontstaan uit 'n beslissing van die bestuurskomitee ingevolge klousules 30 (4) (e) en 30 (5) (a)] en so 'n geskil nie binne twee maande na die datum waarop dit ontstaan het, onderling bygelê word nie, moet die geskil aan arbitrasie deur 'n enkele arbiter onderwerp word. Die arbiter moet by onderlinge ooreenkoms of, by ontstentenis van so 'n ooreenkoms, deur die Minister van Arbeid aangestel word. Die arbiter moet die geskil ondersoek en sy beslissing ter beslegting daarvan doen en sy uitspraak is beslissend en op albei partye daarby bindende.

(11) *Likwidasie.*—(a) Ingeval hierdie Ooreenkoms deur verloop van tyd of om 'n ander rede verstryk, moet die bestuurskomitee voortgaan om die fonds te administreer totdat die bates van die fonds uitgeput is of totdat die fonds na 'n ander fonds oorgedra of daarmee amalgameer is, wat ingestel is vir soortgelyke doeleindes as dié waarvoor die fonds ingestel is.

(b) Ingeval van die ontbinding van die Raad of as dit ophou om gedurende 'n tydperk waartydens hierdie Ooreenkoms bindend in ingevolge artikel vier-en-dertig (2) van die Wet, te bestaan, moet die bestuurskomitee voortgaan om die fonds te administreer en die lede van die Komitee wat bestaan op die datum waarop die Raad ophou om te bestaan of ontbind word, kan word vir die doel as lede daarvan geag; met dien verstande egter dat 'n vakature in die komitee deur die Minister uit werkgewers of werknemers in die Nywerheid, na gelang van die geval, gevul word ten einde te verseker dat daar ewe veel verteenwoordigers van die werknemers en plaasvervangers in die komitee dien. Ingeval so 'n komitee nie in staat is nie of onwillig is om sy pligte uit te voer of 'n doelpunt daarop ontstaan wat veroorsaak at die administrasie van die fonds na die mening van die Minister onprakties of onwenslik is, kan hy 'n kurator of kurators aanstel om die pligte van die komitee uit te voer en die kurator of kurators moet vir dié doel al die bevoegdhede van die komitee besit. Wanneer hierdie Ooreenkoms verstryk, moet die fonds gelikwdeer word op die manier gemeld in paragraaf (c) van hierdie subartikel en as die sake van die Raad by verstryking van hierdie Ooreenkoms reeds afgehandel en sy bates uitgedeel is, moet die saldo van hierdie fonds verdeel word soos bepaal in artikel vier-en-dertig (4) van die Wet asof dié deel uitgemaak het van die algemene fondse van die Raad.

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

(12) *Vakleerlinge.*—(a) Die bepalings van subartikels (1) tot en met (11) van artikel 30 is nie op 'n vakleerling van toepassing nie, tensy hy instem om 'n lid van die fonds te word deur 'n aftrekorder in die vorm van Aanhangsel H van hierdie Ooreenkoms in duplo te onderteken en dit saam met die duplikaatafskrif by sy werkgewer in te dien. Die oorspronklike aftrekorder moet deur die werkgewer behou word en die duplikaatafskrif moet saam met die eerste bydrae ten behoeve van die vakleerling aan die sekretaris van die fonds gestuur word. Genoemde bepalings van artikel dertig is op so 'n vakleerling van toepassing met ingang van die datum waarop genoemde aftrekorder by die werkgewer ingedien word.

(b) Die volgende bepalings is van toepassing op vakleerlinge wat nie instem om lede van die fonds te word op die manier voorgeskryf by voorgaande subparagraaf nie;—

'n Vakleerling wat na een volle maand diens by dieselfde werkgewer weens siekte of 'n ongeval wat nie deur sy eie nalatigheid of wangedrag veroorsaak is nie, van sy werk wegbly, is geregtig op besoldiging van sy werkgewer teen minstens die minimum weeklikse besoldiging voorgeskryf by die Wet op Vakleerlinge, 1944, vir vakleerlinge van sy klas in aangewese bedrywe in die Nywerheid, en die duur van sy ondervinding verdeel deur ses vir elke dag wat hy afwesig is, maar hoogstens 'n totaal van ses werkdae in een jaar, bereken van die datum van die inwerkingtreding van hierdie Ooreenkoms of van die datum van sy indienstreding, watter datum ook al die jongste is; met dien verstande dat die werkgewer die reg het om sodanige besoldiging terug te hou totdat die vakleerling 'n dokterseertifikaat wat die oorsaak of rede van so 'n siekte sertifiseer, indien.

31. WERKLOOSHEIDBYSTANDFONDS.

(1) *Instelling.*—Hierby word 'n werkloosheidsbystandfonds wat bekend moet staan as die „Werkloosheidsbystandfonds van Transvaalse Juweliers en Goudsmede”, hieronder die „fonds” genoem, ingestel, en hierdie fonds moet voorsiening maak vir die betaling van bystand aan werknemers wie se basiese loonskaal nie £182 per jaar te bowe gaan nie.

(2) *Bestuur en administrasie.*—(a) Die sake van die fonds moet geadministreer word deur 'n subkomitee van die Raad wat ooreenkomstig die grondwet daarvan aangestel moet word en uit drie verteenwoordigers van die werkgewersvereniging en drie verteenwoordigers van die werknemersvereniging moet bestaan en wat bekend moet staan as die „Bestuurskomitee van die Werkloosheidsbystandfonds” (hieronder „die bestuurskomitee” genoem).

(10) *Arbitration in Disputes.*—When any dispute arises between a member of the fund and the Management Committee concerning any claim for benefits, contributions payable by the member, rights and obligations of the member in relation to the fund, the interpretation of the provisions of this section or the rules of the fund, or any other matter arising out of the provisions of this section or the rules of the fund [except any dispute arising out of any decision of the Management Committee in pursuance of clauses 30 (4) (e) and 30 (5) (a)], and such dispute is not settled by agreement within two months from the date upon which it arose, the dispute shall be referred to arbitration by a single arbitrator. The arbitrator shall be appointed by mutual agreement, or failing such agreement, by the Minister of Labour. The arbitrator shall investigate the dispute and make his award in settlement thereof, which shall be final and binding upon the parties thereto.

(11) *Liquidation.*—(a) In the event of the expiry of this agreement by effluxion of time or from any other cause the fund shall continue to be administered by the Management Committee until the assets of the fund shall be exhausted, or until the fund shall be transferred to, or amalgamated with any other fund constituted for purposes similar to those for which the fund was created.

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

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

(12) *Apprentices.*—(a) The provisions of sub-sections (1) to (11) inclusive of section thirty shall not apply to an apprentice unless he agrees to become a member of the fund by signing a stop order in the form of Annexure H to this Agreement in duplicate and lodging such stop order with his employer, together with the duplicate copy. The original of such stop order shall be retained by the employer and the duplicate copy shall be forwarded to the secretary of the fund together with the first contribution on behalf of the apprentice. As from the date on which the said stop order is lodged with the employer the aforesaid provisions of section thirty shall apply to such apprentice.

(b) The following provision shall apply to apprentices who do not agree to become members of the fund in manner prescribed by the preceding sub-paragraph:—

An apprentice who, having completed one month's employment with the same employer, absent himself from work through sickness or accident not caused by his own neglect or misconduct shall be entitled to receive payment from the employer at not less than the minimum weekly remuneration prescribed in terms of the Apprenticeship Act, 1944, for apprentices of his class in designated trades in the industry and having his length of experience divided by six, for each day of such absence, but not exceeding a total of six working days in any one year calculated from the date of the coming into operation of this Agreement or from the date of engagement, whichever is the later; provided that the employer shall have the right to withhold such payment pending production by the apprentice of a doctor's certificate certifying the cause of or reason for such absence.

31. UNEMPLOYMENT BENEFIT FUND.

(1) *Establishment.*—There is hereby established an unemployment benefit fund to be known as the „Transvaal Jewellers' and Goldsmiths' Unemployment Benefit Fund”, hereinafter referred to as the „fund”, which fund shall provide for the payment of benefits to employees whose basic rate of wage does not exceed £182 per annum.

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

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

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

(3) *Lidmaatskap.*—Slegs dié werknemers wat as werkmans Graad II, arbeiders of wagte werk en wie se basiese loonskaal nie £182 per jaar, of £15. 3s. 4d. per maand of £3. 10s. per week oorskry nie, kan vir lidmaatskap van die fonds in aanmerking kom en dit word beskou dat alle sodanige werknemers tot lidmaatskap van die fonds toegelaat is wanneer die sekretaris die bydraes ten opsigte van sulke werknemers ontvang.

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

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

(c) *Reg van appell.*—Daar kan ingevolge subartikels (4) (a) en (b) by die Nywerheidsraad appell aangeteken word teen 'n beslissing van die bestuurskomitee. Die Nywerheidsraad moet die appell verhoor en kan sodanige ondersoek as wat hy nodig ag, instel en sy afpraak is beslissend.

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

(5) *Bydraes.*—(a) Die fonds word gefinansier uit bydraes wat werkgewers maak en sulke bydraes moet die bedrae wees en moet gemaak word soos voorgeskryf in paragraaf (b) van hierdie subartikel.

(b) Elke werkgewer moet 'n bedrag van 1s. 6d. (een shilling en ses pennies) per week vir elke werknemer soos omskryf in subartikel (3) wat in sy inrigting in diens is, op of voor die 10de van elke daaropvolgende maand aan die sekretaris van die fonds, Posbus 8530, Johannesburg, stuur; met dien verstande dat so 'n werknemer se basiese loonskaal nie £182 per jaar of £15. 3s. 4d. per maand of £3. 10s. per week oorskry nie, en 'n werkgewer kan nie van die loon van so 'n werknemer 'n aftrekking maak t.o.v. die fonds nie.

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

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

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

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

Groep I: 30s. per kalenderweek.
Groep II: 35s. per kalenderweek.
Groep III: 40s. per kalenderweek.

„Groep I” beteken werkmans graad II, arbeider of wag wat 'n basiese loon van hoogstens £2 per week ontvang.

„Groep II” beteken werkmans graad II, arbeider of wag, wat 'n basiese loon van meer as £2 per week maar hoogstens £2. 12s. 6d. per week ontvang.

„Groep III” beteken werkmans graad II, arbeider of wag, wat 'n basiese loon van meer as £2. 12s. 6d. per week, maar hoogstens £3. 10s. per week ontvang.

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

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

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

(3) *Membership.*—Only those employees employed as Operatives, Grade II, labourers or watchmen and whose basic rate of wages does not exceed £182 per annum, or £15. 3s. 4d. per month, or £3. 10s. per week, shall be eligible for membership to the fund and any such employees shall be deemed to be admitted to membership of the fund upon receipt by the secretary of the first remittance of contributions in respect of such employees.

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

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

(c) *Right of Appeal.*—There shall be a right of appeal to the Industrial Council from any decision of the Management Committee in pursuance of sub-sections (4) (a) and (b). The Industrial Council shall hear the appeal and make such investigations as it may deem fit, and shall make a decision which shall be final.

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

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

(b) Every employer shall forward to the secretary of the fund, P.O. Box 8530, Johannesburg, by not later than the 10th of each succeeding month, an amount of 1s. 6d. (one shilling and sixpence), per week, for each employee as defined in sub-section (3) employed in his establishment; provided such employee's rate of basic wage does not exceed £182 per annum or £15. 3s. 4d. per month or £3. 10s. per week, and no deduction shall be made by an employer from the wages of such employee in respect of the fund.

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

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

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

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

Group I: 30s. per calendar week.
Group II: 35s. per calendar week.
Group III: 40s. per calendar week.

“Group I” means operative, grade II, labourer or watchman, in respect of a basic wage not exceeding £2 per week.

“Group II” means operative, grade II, labourer or watchman in receipt of a basic wage exceeding £2 per week, but not exceeding £2. 12s. 6d. per week.

“Group III” means operative, grade II, labourer or watchman in receipt of a basic wage exceeding £2. 12s. 6d. per week, but not exceeding £3. 10s. per week.

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

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

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

(c) Wanneer sekere werknemers werkloos word en hulle vóór 1 Januarie 1950 tot die Werkloosheidsversekeringsfonds, 1946, bygedra het en nou, ingevolge artikel twee (2) (d) van Wet No. 53 van 1946 uitgesluit word, maar vir 'n tydperk na daardie datum teen werkloosheid verseker is, wat gelyk is aan die tydperk waartydens hulle bydraes gelewer het en as sulke werknemers nie in besit is van die ou vorm van Bydraersrekordkaart (U.F. 4) nie, moet die werkgever aan hulle dienssertifikate uitreik met die datums van indiensneming en beëindiging van diens, die rede vir sodanige beëindiging en die basiese loonskale wat betaal is, daarop.

(d) Die bestuurskomitee kan, na goeddunke, aan aansoekers om bystand skale van bystand betaal wat verskil van dié aangetoon in subartikel (7) van hierdie artikel, van die bystand wat hulle van die Werkloosheidsversekeringsfonds, 1946, ooreenkomstig paragraaf (c) van subartikel (8) geregtig is om te ontvang, maar slegs na die datum waarop hierdie Ooreenkoms bindend word.

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

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

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

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

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

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

(b) Wanneer die lidmaatskap van 'n werknemer ingevolge subartikels (4) (a) en (b) beëindig is, en hy binne ses kalendermaande daarna weer 'n lid word ingevolge subartikel (3) op grond daarvan dat hy weer toegelaat word om lid te word of dat hy weer in die Nywerheid in diens geneem word, word hy, nadat sy werkgever weer vir 'n totale tydperk van vier weke tot die fonds bygedra het, as hy weekliks besoldig word, of vir 'n totale tydperk van een maand as hy maandeliks besoldig word, met ingang van die datum van hervatting van sy lidmaatskap, op bystand geregtig asof sy lidmaatskap nie aldus beëindig was nie.

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

(12) *Staking van bystand.*—Bystand uit die fonds moet gestaak word wanneer die totale bedrag van die fonds se beleggings, kontant in spaargeld, kontant op vaste deposito of deposito op aanvraag, kontant in die bank op lopende rekening en kontant in kas, tot onder die bedrag van £200 daal, en daarna kan bystand nie hervat word totdat sodanige totale bedrag tot £350 gestyg het nie.

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

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

(c) Whenever certain employees who became unemployed and who were contributors to the Unemployment Insurance Fund, 1946, prior to 1st January, 1950, and who are now excluded in term of section two (2) (d) of Act No. 53 of 1946, but are held insured against unemployment for a period after that date equivalent to the period during which they made contributions, and if such employees are not in possession of the old form of Contributor's Record Card (U.F. 4) the employer shall issue to them certificates of service, giving date of engagement and termination of employment, reason for such termination and rate of basic wages paid.

(d) The Management Committee may, at their discretion, pay to applicants for benefits any difference in rates of benefits to those shown in sub-section (7) of this section in the benefits they are entitled to receive from the Unemployment Insurance Fund, 1946, in accordance with paragraph (c) of sub-section (8), but only subsequent to the date on which this Agreement becomes binding.

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

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

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

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

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

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

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

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

(12) *Cessation of Benefits.*—Benefits from the fund shall cease whenever the total amount of the fund's investments, cash on savings deposit, cash on fixed deposit or deposit at call, cash at bank on current account, and cash in hand falls below the sum of £200, and thereafter benefits shall not recommence until such total amount has risen to the sum of £350.

(13) *Likwidasie.*—(a) Ingeval hierdie Ooreenkoms deur die verloop van tyd of om 'n ander rede verstryk, moet die bestuurskomitee voortgaan om die fonds te administreer totdat dit gelikwider of oorgedra word of met 'n ander fonds wat vir soortgelyke doeleindes as dié van die fonds gestig is, saamgesmelt het.

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

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

32. ULTRA VIRES.

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

Nemens die partye op hede die 15de dag van Junie 1955 in Johannesburg onderteken ingevolge 'n besluit wat deur die Nywerheidsraad op die 9de dag van Junie 1955 kragtens artikel een-en-dertig van die Nywerheids-verseeningswet, 1937, geneem is.

J. FRIEDMAN, *Voorsitter.*

J. E. KRIEL, *Ondervoorsitter.*

P. E. FARMER, *Sekretaris.*

(13) *Liquidation.*—(a) In the event of the expiry of this Agreement by effluxion of time or from any other cause, the fund shall continue to be administered by the Management Committee until it be either liquidated, transferred to, or amalgamated with any other fund constituted for purposes similar to those for which the fund was created.

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

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

32. ULTRA VIRES.

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

Signed at Johannesburg on behalf of the parties, this 15th day of June, 1955, by virtue of a resolution passed by the Industrial Council on the 9th day of June, 1955, in terms of section thirty-one of the Industrial Conciliation Act, 1937.

J. FRIEDMAN, *Chairman.*

J. E. KRIEL, *Vice-Chairman.*

P. E. FARMER, *Secretary.*

AANHANGSEL A.

(Artikel 3.—Omskrywing van „Ambagsgesel“.)

NYWERHEIDSRAAD VIR DIE JUWELE- EN EDELMETALENYWERHEID.

Telefoon 23-1763.

Empiregebou 503,
Kruisstraat,

Johannesburg.

SERTIFIKAAT AS BEWYS VAN KWALIFISERING AS AMBAGSGESEL.

Hierby word gesertifiseer dat—

(Naam) _____

van (adres) _____

ingevolge die omskrywing van „Ambagsman” vervat in artikel 3 van die Nywerheidsooreenkoms vir die Juwele- en Edelmetalenywerheid, gepubliseer by Goewermentskennisgewing No. _____ in *Buitengewone Staatskoerant*

No. _____ op die _____ dag van _____ 195____, tot bevrediging van die

Meld hier die kwalifikasie wat ingevolge genoemde omskrywing van „Ambagsgesel” bewys is.

Nywerheidsraad bewys gelewer het _____

en dat sodanige bewys op die _____ dag van _____ 195____ op 'n vergadering daarvan aan genoemde Raad voorgelê is; en dat genoemde _____

op grond daarvan as 'n ambagsgesel in die _____-bedryf in genoemde Nywerheid geag word ingevolge genoemde omskrywing van „Ambagsman”.

Gedateer op hede die _____ dag van _____ 195____.

Sekretaris van die Raad.

ANNEXURE A.
(Section 3.—Definition of "Journeyman".)

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

Telephone 23-1763.

503 Empire Building,
Kruis Street,
Johannesburg.

CERTIFICATE OF PROOF OF QUALIFICATION FOR JOURNEYMAN.
This is to certify that—

(Name) _____
of (address) _____
has in terms of the definition of "Journeyman" contained in section 3 of the Industrial Agreement in the Jewellery and Precious Metal Industry published under Government Notice No. _____ in *Government Gazette Extraordinary* No. _____ on the _____ day of _____ 195____, proved to the satisfaction of the Industrial

Here state the qualification proved in terms of the said definition of "Journeyman".

Council _____

such proof having been given to the said Council at a meeting thereof on the _____ day of _____ 195____; and that by reason thereof the said _____ in the said Industry, is deemed to be a journeyman in the trade _____ in terms of the said definition of "Journeyman".
Dated the _____ day of _____ 195____.

Secretary to the Council.

AANHANGSEL B.
[Artikel 6 (5) en (6).]

NYWERHEIDSRAAD VIR DIE JUWELE- EN EDELMETALENYWERHEID.

Telefoon 23-1763.

Empiregebou 503,
Kruisstraat,
Johannesburg.

SERTIFIKAAT VAN ONDERVINDING VAN WERKNEMER IN DIE NYWERHEID.

Uitgereik op die _____ dag van _____ 195____, ingevolge artikel 6 van die Nywerheidsooreenkoms vir die Juwele- en Edelmetalenywerheid, gepubliseer by Goewermentskennisgewing No. _____ in *Buitengewone Staatskoerant* No. _____.
Hierby word gesertifiseer dat—

(Naam van werknemer) _____

van (adres) _____
sedert die 9de dag van September 1946 (die datum waarop die eerste Nywerheidsooreenkoms van hierdie Nywerheidsraad in werking getree het), ondervinding opgedoen het in die verrigting van werk in genoemde Nywerheid wat bestaan uit die werksaamhede gemeld in die tabel hieronder en daarin geklassifiseer ingevolge subartikel (1) van artikel 6 van genoemde Nywerheidsooreenkoms; en dat genoemde werknemer sulke werksaamhede vir onderskeidelik die tydperke en vir die werkgewers gemeld in genoemde tabel verrig het:—

Werksaamhede.	Klassifikasie.	Tydperk waartydens dit verrig is.	Werkgewer(s) vir wie dit verrig is.
		Van _____ tot _____	
		Van _____ tot _____	
		Van _____ tot _____	

Gedateer op hede die _____ dag van _____ 195____.

Sekretaris van die Raad.

ANNEXURE B.
[Section 6 (5) and (6).]

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

Telephone 23-1763.

503 Empire Building,
Kruis Street,
Johannesburg.

CERTIFICATE OF EXPERIENCE OF EMPLOYEE IN THE INDUSTRY.

Issued in terms of section 6 of the Industrial Agreement for the Jewellery and Precious Metal Industry published under Government Notice No. _____ in *Government Gazette Extraordinary* No. _____ on the _____ day of _____ 195____.
This is to certify that—

(Name of employee) _____

of (address) _____
has, since the 9th day of September, 1946 (being the date on which the first Industrial Agreement of this Industrial Council came into operation), has had experience in the performance of work in the said Industry comprising the operations set out in the table hereunder and therein classified in terms of sub-section (1) of section 6 of the said Industrial Agreement. And that the said employee performed such operations for the periods and for the employers respectively as further set out in the said table:—

Operations.	Classification.	Period during which performed.	Employer(s) for whom performed.
		From _____ to _____	
		From _____ to _____	
		From _____ to _____	

Dated the _____ day of _____ 195____.

Secretary to the Council.

AANHANGSEL C.

[Artikel 15 (4).]

NYWERHEIDSRAAD VIR DIE JUWELE- EN EDELMETALENYWERHEID.

Naam van werkgever.....
 Naam van werknemer.....
 Datum van betaaldag.....

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

Min goedgekeurde aftrekkings—

Nywerheidsraad.....			
Siektebystandsfonds.....			
Werkloosheidversekering.....			
Vakvereniginggeld.....			

NETTO BEDRAG VAN INGESLOTE BESOLDIGING.....

ANNEXURE C.

[Section 15 (4).]

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

Name of employer.....
 Name of employee.....
 Date of pay day.....

Ordinary hours (.....hours).....			
Cost of living allowance.....			
Overtime:hours at.....per hour.....			
.....hours at.....per hour.....			
Annual holiday leave.....			
Payment in lieu of notice.....			

Less authorised deductions—

Industrial Council.....			
Sick Benefit Fund.....			
Unemployment Insurance.....			
Union Fees.....			

NET AMOUNT OF PAY ENCLOSED.....

AANHANGSEL D.

[Artikel 20 (5).]

NYWERHEIDSRAAD VIR DIE JUWELE- EN EDELMETALENYWERHEID.

DIENSSERTIFIKAAT.

Naam van werkgever.....
 Adres.....
 Telefoonnommer.....
 Naam van werknemer.....

Ek/Ons, bogenoemde werkgever(s), sertifiseer hierby dat bogenoemde werknemer by my/ons in diens was vir die tydperk van.....tot.....

(datum van aanvang van diens) (datum van beëindiging van diens)
 en dat hy/sy gedurende hierdie tydperk in diens was vir en die werk verrig het soos hieronder beskryf en geklassifiseer gedurende die tydperk(e) wat onderskeidelik vermeld word:—

Beskrywing van werk.	Klassifisering.	Tydpwek waarin dié werk verrig is.
		Van.....tot.....
		Van.....tot.....
		Van.....tot.....

Algemene opmerkings:.....

Handtekening van werkgever.....

Datum.....

ANNEXURE D.

[Section 20 (5).]

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

CERTIFICATE OF SERVICE WITH INDIVIDUAL EMPLOYER.

Name of employer_____

Address_____

Telephone No._____

Name of employee_____

I / We, the above-named employer(s), hereby certify that the above-named employee was in my / our employ from _____ to _____

(Date of commencement of employment).

(Date of termination of employment).

during which time he/she was employed upon and carried out the work of the description and classification hereunder for the periods respectively specified:—

Description of Work.	Classification.	Period during which such work was performed.
		From _____ to _____
		From _____ to _____
		From _____ to _____

General remarks:_____

Signature of employer_____

Date_____

AANHANGSEL E.

[Artikel 24 (5).]

NYWERHEIDSRAAD VIR DIE JUWELE- EN EDELMETALENYWERHEID.

Telefoon 23-1763.

Empiregebou 503,
Kruisstraat,
Johannesburg.

VRYSTELLINGLISENSIE No. _____

Uitgereik op hede die _____ dag van _____ 195_____, ingevolge artikel 24 van die Nywerheidsooreenkoms vir die Juwele- en Edelmetalenywerheid, gepubliseer by Goewermentskennisgewing No. _____ in *Buitengewone Staatskoerant* No. _____

Hierby word gesertifiseer dat die Nywerheidsraad aan _____ (naam en adres van persoon aan wie vrystelling verleen word) vrystelling verleen het van die bepalings van artikel _____ van genoemde Nywerheidsooreenkoms gedurende die tydperk van die _____ dag van _____ 195_____, tot en met die _____ dag van _____ 195_____, onderworpe aan die volgende voorwaardes: _____ (meld hier die voorwaardes waarop die vrystelling verleen word.)

N.B.—Die aandag word gevestig op subartikel (4) van artikel 24 van genoemde Ooreenkoms wat as volg bepaal:—

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

Gedateer op hede die _____ dag van _____ 195_____

Sekretaris van die Raad.

ANNEXURE E.

[Section 24 (5).]

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY.

Telephone 23-1763.

503 Empire Building,
Kruis Street,
Johannesburg.

LICENCE OF EXEMPTION No. _____

Issued in terms of section 24 of the Industrial Agreement for the Jewellery and Precious Metal Industry published under Government Notice No. _____ in *Government Gazette Extraordinary* No. _____ on the _____ day of _____ 195____.

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

(name and address of person to whom exemption is granted)

during the period from and including the _____ day of _____ 195_____, up to and including the _____ day of _____ 195____,

subject to the following conditions

(here state the conditions subject to which the exemption is granted)

N.B.—Attention is drawn to sub-section (4) of section 24 of the said agreement which provides:—

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

Dated the _____ day of _____ 195_____

Secretary to the Council.

ANNEXURE F.

[Section 27 (4).]

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

Telephone 23-1763.

503 Empire Building, Kruis Street, Johannesburg.

RETURN OF CONTRIBUTIONS TO THE INDUSTRIAL COUNCIL.

Date _____

Name of firm and address..... Phone.....

Contributions for the month of _____ 195_____ Period from _____ to _____

[illegible]

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

TOTAL	£	—	£	£
-------	---	---	---	---

Industrial Council contributions and deductions are:—

Employees' weekly basic wage—

Employees' weekly basic wage—	Employee.	Employer.	Total.
Employees earning under £2. 5s. 0d.....	3d.	3d.	6d.
Over £2. 5s. 0d. and under £4. 10s. 0d.....	6d.	6d.	1s. 0d.
Including £4. 10s. 0d. and under £6. 0s. 0d.....	9d.	9d.	1s. 6d.
Including £6. 0s. 0d. and under £9. 10s. 0d.....	1s. 0d.	1s. 0d.	2s. 0d.
Including £9. 10s. 0d. and over.....	2s. 0d.	2s. 0d.	4s. 0d.

	£	s.	d.
Plus Employers' Flat Rate.....	0	10	0

TOTAL (for which cheque herewith).....£ : :

Monthly wages and contributions = $4\frac{1}{2}$ times the weekly									
January.....	5	April.....	5	July.....	5	October.....	5		
February.....	4	May.....	4	August.....	4	November.....	4		
March.....	4	June.....	4	September.....	4	December.....	4		

making a total of 52 weekly contributions for the year.

Confirmed by Council

Duplicate as checked will be returned.

AANHANGSEL G.
[Artikel 30 (7) (f).]

SIKTEBYSTANDFONDS VAN DIE TRANSVAALSE JUWELIERS EN GOUDSMEDE.

Telefoon 23-2791.

Progressgebou 52A,
Commissionerstraat,
Johannesburg.

STERFTEBYSTANDBENOEMINGSVORM.

Ek, die ondergetekende, _____
benoem hierby _____
van (adres) _____
as die alleenontvanger van die sterftebystand wat betaalbaar sal wees ooreenkomstig die reëls van die Siektebystandfonds van die Transvaalse Juweliers en Goudsmede en wat by my afsterwe verskuldig en betaalbaar is.

Handtekening _____
Adres _____
Datum _____

Getuies:—

1 _____
2 _____

ANNEXURE G.
[Section 30 (7) (f).]

TRANSVAAL JEWELLERS' AND GOLDSMITHS' SICK BENEFIT FUND.

Telephone 23-2791.

52A Progress Building,
Commissioner Street,
Johannesburg.

DEATH BENEFIT NOMINATION FORM.

I, the undersigned _____
hereby nominate _____
of (address) _____
to be the sole recipient of the death benefit, which will be payable in accordance with the Rules of the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund, and which is due and payable on my death.

Signature _____
Address _____
Date _____

Witnesses:—

1 _____
2 _____

AANHANGSEL H.
[Artikel 30 (14).]

SIKTEBYSTANDFONDS VAN DIE TRANSVAALSE JUWELIERS EN GOUDSMEDE.

Telefoon 23-2791.

Progressgebou 52A,
Commissionerstraat,
Johannesburg.

AFTREKORDER VIR BYDRAES VAN VAKLEERLING.

(Moet in duplo ingevul word.)

Nademaal ek _____
(volle naam van vakleerling)

van _____
(adres)

ingestem het om 'n lid te word van die Siektebystandfonds van die Transvaalse Juweliers en Goudsmede, magtig ek hierby my werkgever,

(naam van werkgever)

van _____
(adres van werkgever)

om tot verdere kennisgewing die bydraes wat deur my aan genoemde Fonds betaalbaar is, namens my aan die Sekretaris van die Siektebystandfonds van die Transvaalse Juweliers en Goudsmede te betaal en die saldo van my besoldiging op die gewone manier aan my te betaal.

Handtekening van vakleerling _____

Handtekening van vakleerling se voog as hy minderjarig is.

ANNEXURE H.
[Section 30 (14).]

TRANSVAAL JEWELLERS' AND GOLDSMITHS' SICK BENEFIT FUND.

Telephone 23-2791.

52A Progress Building,
Commissioner Street,
Johannesburg.

STOP ORDER FOR CONTRIBUTIONS BY APPRENTICE.
(To be completed in duplicate.)

I, _____
(full name of apprentice)

of _____
(address)

having agreed to become a member of the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund hereby authorise my employer
(name of employer)

of _____
(address of employer)

to pay on my behalf to the Secretary of the Transvaal Jewellers' and Goldsmiths' Sick Benefit Fund until further notice the contributions payable by me towards the said Fund and to pay the balance of my remuneration to me in the usual way.

Signature of Apprentice _____

Signature of Guardian if Apprentice is a Minor.

AANHANGSEL I.

[Artikel 31 (10) (a), (b), (c), (d).]

WERKLOOSHEIDBYSTANDFONDS VAN DIE TRANSVAALSE JUWELIERS EN GOUDSMEDS.

WERKNEMERSREGISTERKAART.

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

(in blokletters)

Werknemer se voorname _____

(in blokletters)

Dienskontrakno. _____

Vrystellingsertifikaatno. _____

Belastingaanwysingsno. _____

Beroep _____

Werknemers, soos hierbo omskryf, wat om werkloosheidsbystand aansoek wil doen, moet hierdie kaart by die kantoor van die Sekretaris van die Fonds, Progressgebou 52A, Commissionerstraat, Johannesburg, binne *twee* dae an beëindiging van hul diens by hul vorige werknemer, toon:—

(Keersy van Aanhangel I.)

No. van applikant _____

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

SLEGS VIR GEBRUIK DEUR SEKRETARIS.

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

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

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

ANNEXURE I.

[Section 31 (10) (a), (b), (c), (d).]

TRANSVAAL JEWELLERS' AND GOLDSMITHS' UNEMPLOYMENT BENEFIT FUND.

EMPLOYEES' RECORD CARD.

Information to be inserted by the employer in respect of employees as defined in section *thirty-one* (4) (a) of the Agreement. Employees' surname _____

(in block letters)

Employees' christian names _____

(in block letters)

Service contract No. _____

Exemption certificate No. _____

Tax identity No. _____

Occupation _____

Employees defined as above desiring to apply for Unemployment Benefits should present this card at the office of the Secretary to the Fund, 52A Progress Building, Commissioner Street, Johannesburg, within *two* days of termination of employment with their ex-employer.

(Back of Annexure I.)

No. of Applicant _____

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

FOR USE OF SECRETARY ONLY.

* Insert whichever of the following numbers is applicable.

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

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

Datum

Bydraes vir die maand _____ Tydperk van _____ tot _____ Getal weke _____

Duplikaat soos nagegaan, sal terugbesorg word.

* No. 1670.] [19 Augustus 1955.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

JUWELE- EN EDELMETALENYWERHEID.

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende 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 Juwele- en Edelmetalenywerheid, gepubliseer by Goewermentskennisgewing No. 1669 van 19 Augustus 1955, vir die persone wie se werke daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

* No. 1670.] [19 August 1955.
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

JEWELLERY AND PRECIOUS METAL 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 Jewellery and Precious Metal Industry published under Government Notice No. 1669 of the 19th August, 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.



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