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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2290.] [7 December 1956.
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) as applied by sub-section (6) 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 second Monday after the date of publication of this notice and for the period ending two years after the said second Monday, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 2 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall be binding from the second Monday after publication of this notice and for the period ending two years after the said second Monday, upon the other employers and employees engaged or employed in the said Industry, in the Magisterial District of The Cape;
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial District of The Cape, and from the second Monday after publication of this notice and for the period ending two years after the said second Monday, the provisions contained in clauses 2 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed 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.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2290.] [7 Desember 1956.
NYWERHEID-VERSOENINGSWET, 1937.

JUWELE- EN EDELMETAALNYWERHEID.

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

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheids- versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Juwele- en Edelmetaalnywerheid betrekking het, van die tweede Maandag af na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 19 en 21 tot en met 23 van genoemde Ooreenkoms, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrik Die Kaap; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 19 en 21 tot en met 23 van genoemde Ooreenkoms, van die tweede Maandag af na datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, in die magistraatsdistrik Die Kaap *mutatis mutandis* van toepassing is ten opsigte van persone in diens 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.

SCHEDULE.

CONCILIATION BOARD AGREEMENT 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 Jewellers' and Goldsmiths' Union,

on the one part (hereinafter referred to as "the employees"), and the following employers:—

Mr. F. Voro, Mr. K. Baldinger, Messrs. Boroda Bros., Mr. K. L. Kapp, Messrs. Back and Sanders, Mr. M. Edelburg, Mr. D. Lipman, Mr. G. Ritz, Messrs. Continental Creations, Messrs. Gordon & Sandler, Mr. L. Feldman, Mr. E. Sorkin, Mr. L. Levitt, Mr. J. Melamed, Messrs. Oboler & Son (Pty.), Ltd., Mr. H. Broomberg, Messrs. Nielsen and Zeldin, Messrs. D. Potash & Co., Messrs. Premier Manufacturing Jewellers, Messrs. M. Cooper & Co., Messrs. Spiller and Miller, Mr. L. H. Keder,

of the other part (hereinafter referred to as "the employers").

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for a period of two years, 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 District of the Cape by the employers mentioned in the preamble to this Agreement, 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 in any trade in the Industry designated in pursuance of section sixteen of the Apprenticeship Act, 1944, and which said contract has been registered in terms of sub-section (2) of section twenty or twenty-three of the Act; or
- (b) any person, not being a minor at the date on which the trade concerned was designated in pursuance of sub-section (1) of section sixteen of the Apprenticeship Act, 1944, employed under a contract of apprenticeship in any recognised trade in the Industry which contract is for a period of not less than the recognised period of training and which was entered into prior to the date of publication of the preliminary notice of designation under sub-section (4) of the said section; provided that at the time the contract was entered into it was—
 - (i) reduced to writing;
 - (ii) signed by or on behalf of the employer;
 - (iii) signed by the apprentice; and
 - (iv) if at the time the contract was entered into the apprentice was a minor, signed by the guardian of the apprentice;

"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 the following articles mainly from precious metals, including all operations incidental to such manufacture:—
 - (i) Articles of jewellery and/or personal adornment with or without ornamental stones;
 - (ii) mountings for ornamental stones;

BYLAE.

NYWERHEIDSRAAD VIR DIE JUWELE- EN EDELMETAALNYWERHEID.

OOREENKOMS

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

Jewellers' and Goldsmiths' Union,

aan die een kant (hieronder die „werknemers” genoem), en die volgende werkgewers:—

F. Voro, K. Baldinger, Boroda Bros., K. L. Kapp, Back and Sanders, M. Edelburg, D. Lipman, G. Ritz, Continental Creations, Gordon & Sandler, L. Feldman, E. Sorkin, L. Levitt, J. Melamed, Oboler & Son (Pty.), Ltd., H. Broomberg, Nielsen and Zeldin, D. Potash & Co., Premier Manufacturing Jewellers, M. Cooper & Co., Spiller and Miller, L. H. Keder,

aan die ander kant (hieronder die „werkgewers” genoem).

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

2. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die werkgewers in die aanhef van hierdie Ooreenkoms genoem en wat in die Juwele- en Edelmetaalnywerheid is 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 in die magistraatsdistrik die Kaap nakom, 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 enige regulasie 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 gebruse word en in die Nywerheid-versoeningswet, 1937, omskryf is, dieselfde betekenis as in genoemde Wet en enige verwysing na genoemde Wet omvat 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 dit strydig met die verband is, 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 sestiën van die Wet op Vakleerlinge, 1944, aangewys is en genoemde kontrak is kragtens subartikel (2) van artikel twintig of artikel drie-en-twintig van genoemde Wet geregistreer; of
- (b) 'n persoon wat op die datum waarop die betrokke bedryf kragtens subartikel (1) van artikel sestiën 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 werkgever 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;

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

„ondervinding”, met betrekking tot bepaalde werksaamhede, die totale dienstydyperk 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 dienstydyperk of tydperke gewerk is;

„nywerheid”, die Juwele- en Edelmetaalnywerheid;

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

- (a) Die vervaardiging van een 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;
 - (ii) montuur vir sieraadstene;

- (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.
- (h) The manufacture of jewellery other than jewellery mentioned in items (a) to (g) above, made of precious metals.

(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 and/or artisan" means any person who has been employed for five years or longer in any of the operations set out in section 6 A and B of this Agreement.

"trainee" means any person employed in any of the operations set out in clause 6 A and B of this Agreement and who has had less than five years experience in such operations.

"remuneration" shall have the same meaning prescribed to it as in its definition in the Industrial Conciliation Act, 1937;

"rough blanks" means 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) Subject to the provisions of section 23 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.

- (iii) medaljes, medaljons, 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, verandering en/of vernuwing van artikels, gemeld in paragraaf (a);

(e) die emaljerings 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;

(h) Die vervaardiging van juweliersware, uitgesonderd juweliersware genoem in artikels (a) tot (g) hierbo van edelmetale gemaak.

(Die uitdrukking „emaljerings" wat in hierdie woord-omskrywing gebruyk 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 paragrafe (a) en (b) van hierdie woordomskrywing genoem, beteken edelstene en/of halfedelstene en/of ander sierstene, 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 doeleindes van of ten voorbereiding van emaljerings of andersins;
- (vi) matwerk, bosseleerwerk, kerfwerk en/of gedrewe werk;

en dit word in verband met die Juwele- en Edelmetaal-nywerheid bedoel.]

„ambagsman en/of vakman", enige persoon wat vyf jaar of langer in enigeen van die werksaamhede, genoem in artikel 6 (1) A en B van hierdie Ooreenkoms, in diens was;

„kwekeling", enige persoon wat in enigeen van die werksaamhede genoem in klousule 6 A en B van hierdie Ooreenkoms, in diens was en wat minder as vyf jaar ondervinding in daardie werksaamhede gehad het;

„besoldiging", het dieselfde betekenis as dié in die omskrywing daarvan in die Nywerheid-versoeningswet, 1937;

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

„loon", 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 lewenskostetoelae of enige ander toelae 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 de klasse werk verrig wat onderskeidelik in artikel 6 uiteengesit word.

(2) Geen ooreenkoms, uitdruklik of stilswyend, of dit nou voor of na die inwerkingtrede van hierdie Ooreenkoms aangegaan is, wat as bindend ingevolge artikel 48 verklaar is, of die uitreiking van 'n vrystellingslisensie, laat toe dat 'n werknemer besoldiging ontvang wat minder is as dié wat hy 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 van 'n misdryf en so 'n ooreenkoms is ongeldig.

(3) Onderworpe aan die bepalings van artikel 23 is die minimum duur van 'n dienskontrak tussen 'n werkgewer en 'n werknemer een week en daarna is die minimum basis van duur van die kontrak wekeliks, maar hierdie subartikel is nie op vakleerlinge van toepassing nie.

(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 (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 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—

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

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

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

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

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

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

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.

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

Classes of Work.	Minimum Weekly Wages.
£ s. d.	
GROUP I.—MOUNTING AND/OR PRECIOUS METAL WORKING.	
(i) Alloying precious metals.....	
(ii) Assembling by hand or without the use of hand tools.....	
(iii) Bending, plying and/or manipulating metal to shape by hand or without the use of hand tools.....	
(iv) Pouring, or pouring and casting, molten precious metal either by hand, with or without the use of hand tools, or by operating any machine.....	
(v) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals.....	
(vi) Cutting metal incidental to the work being performed by the particular journeyman.....	
(vii) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.....	
(viii) Filing metal with hand file.....	
(ix) Hammering metal with hand-operated hammer or any other hand tool.....	
(x) Lathe turning.....	
(xi) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates).....	
(xii) Punching with hand punch or with any other hand tool or instrument.....	
	8 0 0

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

(5) Niks in hierdie Ooreenkoms kan die loon of ander besoldiging wat enige werknemer tydens die inwerkingtreding van hierdie Ooreenkoms ontvang, verminder terwyl hy by dieselfde werkgewer in diens is nie.

5. GEWONE WERKURE.

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

- (a) 45 in een week van Maandag tot en met Saterdag wees;
- (b) onderworpe aan subparagraaf (a) hiervan, nege uur op enige dag wees in die geval van 'n werknemer wat 'n vyfdagweek werk, of in die geval van 'n werknemer wat 'n sesdagweek werk, agt en 'n kwart uur per dag op vier dae, agt uur op een dag en vier uur op die oorblywende dag.

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

- (a) indien hierdie pouse langer as een uur duur, enige tydperk van meer as 1½ uur, as gewone ure gewerk of oortyd gereken moet word;
- (b) werktidperke wat deur pouses van minder as een uur onderbreek is, as aaneenlopend beskou moet word.

(3) *Ruspouses.*—'n Werkgewer moet elke werknemer, uitgesonderd 'n werknemer wat goedere aflewer, 'n ruspouse van minstens 10 minute toestaan in die middel van elke oggend- en elke namiddagwerktidperk of so naby daaraan as prakties doenlik, en sodanige onderbreking word as deel van gewone werkure gereken. Gedurende sulke ruspouses moet die werkgewer fasiliteite aan sy werknemers verskaf om tee of koffie te maak.

(4) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subartikel (2) van hierdie artikel, moet alle werkure op enige dag aaneenlopend wees.

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

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

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

Die bedrae teenoor die klasse 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.—AMBAGSMAN SE WERK.

Enigene 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) Legering van edelmetale.....	
(ii) Inmeekaarsit met die hand met of sonder die gebruik van handgereedschap.....	
(iii) Buig, vou en/of bewerking van metaal na vorm met die hand met of sonder die gebruik van handgereedschap.....	
(iv) Uitgooi of uitgooi en giet van gesmelte edelmetale met die hand met of sonder die gebruik van handgereedschap of deur 'n masjien te bedien.....	
(v) Maak en/of voorbereiding van vorms vir gebruik by die giet van edelmetale, maar uitgesonderd die voorbereiding van vorms vir gebruik by die giet van gewone gietblokke van edelmetale.....	
(vi) Sny van metaal wat hoort by die werk wat deur die besondere vakman gedoen word.....	
(vii) Boor deur middel van handgereedschap (met inbegrip van slapbore) of deur middel van elektriese handbore.....	
(viii) Vyl van metaal met 'n handvyl.....	
(ix) Uitklop van metaal met 'n handhamer of ander handgereedschap.....	
(x) Draaibankwerk.....	
(xi) Bereiding van metaal vir trekpype of charnier (maar uitgesonderd die trek daarvan deur trekplate).....	
(xii) Deurslaan met 'n handpons of met ander handgereedschap of instrument.....	
	8 0 0

<i>Classes of Work.</i>	<i>Minimum Weekly Wages.</i> £ s. d.	
(xiii) Repairing and/or altering any manufactured article or part of any such article.....	8 0 0	
(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 of 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.....	8 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.....	8 0 0	
(ii) Engraving by operating any machine.....		
(NOTE.—The term "engraving" is defined in section 3.)		
GROUP IV.—ENGINE TURNING.....	8 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.....	8 0 0	
GROUP VI.—ENAMELLING.		
Hand-painted enamelling.....	8 0 0	
(NOTE.—The term "Enamelling" is defined in section 3.)		
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 in 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.	8 0 0	
(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.)		

(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:—

<i>Classes of Work.</i>	<i>Minimum Weekly Wages.</i> £ s. d.
(i) Base metal spinning.....	8 0 0
(ii) Ornamental base metal working.....	
(iii) Coppersmithing.....	
(iv) Die and/or jig and/or tool and/or gauge making.	
(v) Electrical maintenance work and/or installation	
(vi) Fitting and/or turning and/or machining and/or precision grinding when such work is upon base metals.....	
(vii) Instrument making and/or repairing.....	
(viii) Machine tool setting up.....	
(ix) Carpentering.....	

Klasse werk.	Minimum week-loon. £ s. d.	
(xiii) Herstel en/of wysiging van 'n vervaardigde artikel of deel van so 'n artikel.....	8 0 0	
(xiv) Saag van metaal met 'n figuursaag.....		
(xv) Soldeer van metaal met die hand met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp (of so 'n blaaspyp met die mond of met saamgeperste lug bedien word, of nie).....		
(xvi) Soldeer van 'n metaal deur 'n masjiensproses en/of die bediening van 'n soldeermasjiens 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) Bediening van 'n gietsentrifuge met elektrisiteit en/of gas.....		
(iii) Afsaag van gietstukke van kerns, gietbome en gietkanale.....		
(iv) Vyl en/of afglad en/of skoonmaak van gietstukke wat van kerns, gietbome en gietkanale gesny, geknip en/of gesaag is.....		
(OPMERKING.—Die uitdrukking „edelmetale“, word in artikel 3 omskryf.)		
GROEP II.—DIE SET VAN SIERAADSTONE.		
(i) Set van sieraadstone met die hand, met inbegrip van gebruik van handgereedskap.....	8 0 0	
(ii) Set van sieraadstone deur middel van handbediende stempels en/of ponse.....		
(iii) Kerf en opsny.....		
(OPMERKING.—Die uitdrukking „sieraadstone“ word in artikel 3 omskryf.)		
GROEP III.—GRAVEERWERK.		
(i) Gravering met die hand, met inbegrip van gebruik van handgereedskap.....	8 0 0	
(ii) Gravering deur bediening van 'n masjiens.....		
(OPMERKING.—Die uitdrukking „graveerwerk“ word in artikel 3 omskryf.)		
GROEP IV.—MASJIENDRAAIWERK.....	8 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.....	8 0 0	
GROEP VI.—EMALJERING.		
Handgeskilderde emaljering.....	8 0 0	
(OPMERKING.—Die uitdrukking „emaljering“ word in artikel 3 omskryf.)		
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 paragrafe (ii), (iii), (iv), (vi), (vii), (viii), (ix), (x), (xii), (xiv), (xv), (xvi) en subparagrafe (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).....	8 0 0	
(Vir die toepassing hiervan beteken „herhalingsbasis“ die verigting 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.)		

(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.—VAKMANSWERK.

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

<i>Klasse werk.</i>	<i>Minimum week-loon.</i> £ s. d.
(i) Onedelmetaalspinwerk.....	8 0 0
(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 masjienswerk en/of presiesieslypwerk wanneer sulke werk met onedelmetale gedoen word.....	
(vii) Maak en/of herstel van iastrumente.....	
(viii) Stel van masjiengereedskap.....	
(ix) Timmerwerk.....	

C.—TRAINEES (MINIMUM WAGES).

	Per Week.		
	£	s.	d.
During the first year of experience.....	1	10	0
During the second year of experience.....	2	10	0
During the third year of experience.....	3	10	0
During the fourth year of experience.....	4	10	0
During the fifth year of experience.....	6	0	0
and thereafter.....	8	0	0

Provided that the following ratio shall be maintained in respect of trainees:—

An employer shall not employ more than two trainees in respect of every journeyman and/or artisan employed in any of the operations set out in clause 6 A and B of this Agreement.

For the purpose of this clause—

- (1) an employer who is wholly or mainly engaged in the work of any particular class of journeyman and/or artisan may be deemed to be a journeyman and/or artisan in such class; provided that an employer may not be so deemed in more than one establishment;
- (2) a trainee receiving the wage of a journeyman and/or artisan shall be regarded as a journeyman and/or artisan;
- (3) this clause shall apply separately to each establishment of an employer.

D.—OPERATIVE WORK—GRADE I.

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

Classes of Work.

Minimum
Wages
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 six months of experience.....	2	0	0
during second six months of experience.....	2	5	0
during second year of experience.....	2	15	0
during third year of experience.....	3	15	0
thereafter.....	4	10	0

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

during first six months of experience.....	1	15	0
during second six months of experience.....	2	0	0
during second year of experience.....	2	10	0
during third year of experience.....	3	0	0
thereafter.....	3	10	0

C.—KWEKELINGE (MINIMUM LONE).

	Per week.		
	£	s.	d.
Gedurende eerste jaar ondervinding.....	1	10	0
Gedurende tweede jaar ondervinding.....	2	10	0
Gedurende derde jaar ondervinding.....	3	10	0
Gedurende vierde jaar ondervinding.....	4	10	0
Gedurende vyfde jaar ondervinding.....	6	0	0
en daarna.....	8	0	0

Met dien verstande dat die volgende verhouding ten opsigte van kwekelinge gehandhaaf word:—

'n Werkgewer kan hoogstens twee kwekelinge in diens neem ten opsigte van elke vakman en/of ambagsman in enigeen van die werksaamhede wat in klousule 6 A en B van hierdie Ooreenkoms genoem word.

Vir die toepassing van hierdie klousule—

- (1) kan 'n werkgewer wat uitsluitlik of hoofsaaklik die werk van 'n bepaalde klas vakman en/of ambagsman verrig, in daardie klas as 'n vakman en/of ambagsman beskou word; met dien verstande dat 'n werkgewer aldus hoogstens in een inrigting gereken kan word;
- (2) word 'n kwekeling wat die loon van 'n vakman en/of ambagsman ontvang, as 'n vakman en/of ambagsman gereken;
- (3) is hierdie klousule op elke inrigting van 'n werkgewer afsonderlik van toepassing.

D.—WERKMAN—GRAAD I.

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

Klasse werk.

Minimum
lone per
week.
£ s. d.

- (i) inspuut 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 vloeigipsmengsels 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 oneffenhede in wasmodelle—

gedurende eerste ses maande ondervinding.....	2	0	0
gedurende tweede ses maande ondervinding.....	2	5	0
gedurende tweede jaar ondervinding.....	2	15	0
gedurende derde jaar ondervinding.....	3	15	0
daarna.....	4	10	0

E.—WERKMAN—GRAAD II.

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.

Minimum
week-
loon.
£ s. d.

- (i) Vergulding, polering, versilwering, skuurwerk met gerubberiseerde wiele of papier hetsy met die hand of met 'n masjiene (met inbegrip van buigsame aste) en/of sandbestraling;
- (ii) perssnywerk, persponswerk en/of persbasseleerwerk;
- (iii) juwele skoonmaak en/of was;
- (iv) 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 ambagsman se werk is);
- (v) voer van rollers en/of die gebruik van mate;
- (vi) sny van onedelmetale, en alle edelmetaalafval slegs om gesmelt te word;
- (vii) vassit en/of vul van artikels in sement, was, skellak, en/of ander sementeerstof vir graveerwerk, set of masjiendraaiwerk;
- (viii) instempeling van gehalte-, identifikasie-, registrasie-, naam-, patent-, datum- en/of karaatmerke;
- (ix) vergruis en maal van enemmel in fyn poeier en die was van gepoeierde enemmel vir werksaamhede van graad I—

gedurende eerste ses maande ondervinding.....	1	15	0
gedurende tweede ses maande ondervinding.....	2	0	0
gedurende tweede jaar ondervinding.....	2	10	0
gedurende derde jaar ondervinding.....	3	0	0
daarna.....	3	10	0

F.—LABOURER'S WORK.

Any one or more of the following operations:—

Classes of Work.	Minimum Wages per Week.
	£ s. d.
(i) Cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools;	
(ii) oiling and/or greasing plant and machinery;	
(iii) carrying, moving, wrapping, packing and/or stacking goods;	
(iv) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags;	
(v) making tea and/or preparing other beverages;	
(vi) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle and/or hand-propelled 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;	
(ix) starting and/or stopping of machinery—	
during first year of experience.....	1 10 0
thereafter.....	1 17 6

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.

8. DIFFERENTIAL WAGE.

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

- a wage higher than that of his own class; or
- a rising scale of wages terminating in a wage higher than that of his own class, is prescribed in section 6 (1) hereof shall pay to such employee—
 - in the case referred to in paragraph (a) not less than the higher wage for the whole of that day;
 - in the case referred to in paragraph (b) not less than the highest wage for the higher class for the whole of that day;

provided further that this section shall not apply to a trainee or apprentice who does the work of a journeyman.

9. OVERTIME.

- "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.
- An employer shall not require an employee to work overtime without such employee's consent.
- An employer shall not require or permit an employee to work more than ten hours overtime during any week from Monday to Saturday inclusive.
- An employer shall pay to an employee remuneration at a rate of not less than one and a half times his ordinary wage in respect of all overtime worked by such employee.

10. PUBLIC HOLIDAYS.

(1) The following public holidays shall be observed in the Industry, namely, New Years Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day.

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-section (2).

(2) If an employee 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) 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 wage in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

11. 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

F.—ARBEIDER SE WERK.

Enigeen of meer van die volgende werksaamhede:—

Klasse werk.	Minimum week- loon.
	£ s. d.
(i) Skoonmaak en/of was van persele, gerei, houters, installasie, masjinerie en/of gereedskap;	
(ii) olie en/of ghries van installasies en masjinerie;	
(iii) dra, verplaas, indraai, verpak en/of opstel 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 drank;	
(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;	
(ix) masjinerie aan die gang sit en/of stop—	
gedurende eerste jaar ondervinding.....	1 10 0
daarna.....	1 17 6

7. LEWENSKOSTETOELAE.

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

8. DIFFERENSIËLE LONE.

'n Werkgewer wat 'n werknemer van een klas van sy werknemers verplig of toelaat om altesaam langer as 'n halfuur op enige dag, hetsy benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas verrig waarvoor—

- 'n hoër loon as dié van sy eie klas; of
- 'n stygende loonskaal wat op 'n hoër loon eindig as dié van sy eie klas in artikel 6 (1) hiervan voorgeskryf, moet aan sodanige werknemer die volgende loon betaal:—
 - in die geval genoem in paragraaf (a) minstens die hoër loon vir die hele dag;
 - in die geval genoem in paragraaf (b) minstens die hoogste loon van die hoër klas vir die hele dag;

voorts met dien verstande dat hierdie artikel nie van toepassing is op kwekelinge of vakleerlinge wat die werk van 'n ambagsman doen nie.

9. OORTYD.

- "Oortyd" beteken daardie gedeelte van enige tydperk wat 'n werknemer vir sy werkgewer gedurende enige week of op enige dag, na gelang van die geval, langer werk as die ure wat as die gewone maksimum, ooreenkomstig subartikels (1) tot en met (5) van artikel 5, voorgeskryf word.
- 'n Werkgewer mag nie van sy werknemer vereis om oortyd sonder die toestemming van sodanige werknemer te werk nie.
- 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as 10 uur oortyd in 'n week van Maandag tot en met Saterdag te werk nie.
- 'n Werkgewer moet 'n werknemer besoldiging teen 'n skaal van minstens 1½ maal sy gewone loon betaal ten opsigte van alle oortyd wat sodanige werknemer gewerk het.

10. OPENBARE VAKANSIEDAE.

(1) Die volgende openbare vakansiedae moet in die Nywerheid nagekom word, nl., Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Hemelsvaartsdag, Geloftedag, Kersdag en Tweede Kersdag.

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

(2) Indien 'n werknemer nie op enige openbare vakansiedag, genoem in subartikel (1), werk nie, moet sy werkgewer hom ten opsigte van so 'n dag besoldig teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op sodanige dag sy gewone werkure vir daardie dag van die week gewerk het.

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

11. WERK OP SONDAE.

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

- minstens dubbel die besoldiging betaal wat betaalbaar is t.o.v. die tydperk wat hy gewoonlik op 'n weekdag werk; of

- (b) pay the employee remuneration at a rate not less than one and one-half 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.

12. SPECIAL PROVISIONS AS TO FEMALE EMPLOYEES.

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

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

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

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

13. SHORT TIME.

(1) *Definition of "Short Time".*—The term of "short time" used in this section and in paragraph (d) 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) When, by reason of a general breakdown of plant and machinery caused by accident or other unforeseen circumstances an employer is unable to employ his employees for the number of ordinary hours per week usually worked in his establishment, the employer may, after that day upon which such breakdown of plant and machinery occurred, employ his employees on short time, until such time as the said plant and machinery is restored to working order.

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

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

(8) This 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 nor employees shall perform any work in the Industry during the said leave period, and an employer shall not require, permit or suffer any employee to perform any work in the Industry during the said period.

- (b) besoldiging 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 daardie 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 sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

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

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

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

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

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

13. KORTTYD.

(1) *Omskrywing van „korttyd”*—Die uitdrukking „korttyd” wat in hierdie artikel en in paragraaf (d) 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 daardie inrigting tot minder as sodanige normale getal verminder is.

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

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

(4) Die werkgewer 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.

(5) Wanneer 'n werkgewer as gevolg van 'n algemene onklaarraking van installasie en masjinerie weens 'n ongeluk 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 ná so 'n onklaarraking van installasie en masjinerie, sy werknemers op korttyd plaas, totdat genoemde installasie en masjinerie weer in 'n werkende toestand is.

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

(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 vakansie tydperk in die Nywerheid wat in elke jaar op 25 Desember moet begin en op 14 Januarie van die daaropvolgende jaar moet verstryk, met inbegrip van albei dae (hieronder die „genoemde verloftydperk” of die „genoemde tydperk” genoem).

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

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

(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-sections (2) and (3) of section 10 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 nine 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) and (3) of section 10 for the public holidays falling within the said period; but this provision shall not apply to apprentices.

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

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

- (a) absent on leave in terms of sub-section 1;
- (b) required to undergo training under the South Africa Defence Act, 1912;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of section (16);

amounting in the aggregate to not more than thirteen weeks in any year and shall be deemed to commence from the 25th December, 1955, or from the date on which the employee entered the employers service, whichever is the later.

15. PAYMENT OF REMUNERATION.

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

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

(2) At the same time the employer shall pay to each employee 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 9, 10 and/or 11, as the case may be.

(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 an envelope or other container or accompanied by a statement showing the employer's name, employee's name or pay roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made.

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

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

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

- (a) A deduction in respect of any public holiday other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Boxing Day, or Christmas Day on which an employee is required or permitted not to work of the remuneration which he would have received had he worked on such day.
- (b) 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.
- (c) 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.
- (d) When short time has been introduced in the establishment, a deduction in terms of sub-section (6) of section 13.
- (e) Any amount which the employer is compelled or permitted to deduct in terms of any law or order of Court.

(4) 'n Werkgever moet, behoudens subartikel (5), aan elkeen van sy werknemers onmiddellik voor die aanvang van genoemde tydperk ten opsigte van genoemde verloftydperk, die bedrag betaal wat betaalbaar is ingevolge subartikels (2) en (3) van artikel 10 vir die openbare vakansiedae wat binne genoemde tydperk val, plus 'n bedrag gelyk aan die loon, plus lewenskostetoelae wat hy op die oorblywende dae sou verdien het as hy op daardie dae sy gewone werkure gewerk het.

(5) As 'n werknemer nie een jaar diens by dieselfde werkgever van die 25ste dag van Desember af van die jaar voor die aanvang van die genoemde verloftyd voltooi het nie, moet sy werkgever hom 9 uur se besoldiging betaal, bereken op die basis van die loon, plus lewenskostetoelae wat onmiddellik voor die aanvang van die genoemde tydperk aan hom betaalbaar is, ten opsigte van elke maand diens by dieselfde werkgever (plus 'n pro rata bedrag ten opsigte van enige bykomende gedeelte van 'n maand se diens), plus die bedrag betaalbaar ingevolge subartikel (2) en (3) van artikel 10 vir die openbare vakansiedae wat binne dieselfde tydperk val; maar hierdie bepaling is nie op vakleerlinge van toepassing nie.

(6) As die dienste van 'n werknemer voor die aanvang van die genoemde verloftyd beëindig word, moet sy werkgever by sodanige beëindiging die genoemde werknemer nege uur se besoldiging betaal, bereken op die basis van die loon, plus lewenskostetoelae wat onmiddellik voor sodanige beëindiging aan hom betaalbaar is, ten opsigte van elke voltooide maand diens by dieselfde werkgever (plus 'n pro rata bedrag ten opsigte van enige bykomende gedeelte van 'n maand se diens, met uitsluiting van enige tydperk van minder as 'n week), van die vorige 25ste dag van Desember of vanaf die datum van sy indiensneming by dieselfde werkgever, naamlik die jongste datum. Vir die toepassing van hierdie subartikel beteken een uur se loon dieselfde as in subartikel 5 hierbo.

(7) *Omskrywing van diens.*—Vir die toepassing van hierdie artikel word dit beskou dat die uitdrukking „diens” enige tydperk of tydperke insluit wanneer 'n werknemer altesaam hoogstens dertien weke in enige jaar—

- (a) weens verlof kragtens subartikel 1 afwesig is;
- (b) opleiding kragtens die Zuid Afrika Wet, 1912, moet mee-maak;
- (c) op bevel of op versoek van sy werkgever van die werk afwesig is;
- (d) op siekteverlof kragtens artikel (6) afwesig is;

en dit word beskou dat dit 'n aanvang neem op die 25ste Desember 1955 of vanaf die datum waarop die werknemer diens by die werkgever begin het, naamlik die jongste datum.

15. BETALING VAN BESOLDIGING.

(1) 'n Werkgever moet aan sy werknemers die gewone besoldiging wat t.o.v. hul besoldigings tydperke aan hulle verskuldig is op 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 werkdag van die kalendermaand.

(2) Die werkgever moet terselfdertyd aan elke werknemer die lewenskostetoelae betaal wat by sy loon pas en ander besoldiging wat die werknemer gedurende die betaal tydperk ingevolge die bepalinge van artikels 9, 10 en/of 11, na gelang van die geval, verdien het.

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

(4) Die werkgever moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende werkure betaal en moet sodanige besoldiging insluit in 'n koeverf of ander houër of vergesel gaan van 'n staat wat die werkgever se naam aantoon, die werknemer se naam of betaalstaatsnommer, die werknemer se werk, die getal gewone en oortydure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan betaling geskied.

(5) 'n Werkgever 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, bereken word teen 4½ maal die voorgeskrewe weekloon.

(6) 'n Werkgever mag nie van sy werknemer vereis om van hom of van enige inrigting of persoon wat hy aanwys, enige goedere te koop nie.

(7) *Aftrappings.*—'n Werkgever mag sy werknemer geen boetes ople of enige bedrag van sy besoldiging aftrek nie, uitgesonderd die volgende:—

- (a) 'n Afrekkings ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goëie Vrydag, Geloofedag, Tweede Kersdag, Paasmaandag, Hemelvaartsdag of Kersdag, waarop 'n werknemer nie verplig of toegelaat mag word om te werk nie, van die loon wat hy sou ontvang het indien hy op sodanige dag gewerk het.
- (b) Die werknemer se ledigheid aan sy vakvereniging en/of sy bydraes of ledigheid aan 'n bystand-, pensioen- of verlof-fonds, wanneer die werkgever en werknemer skriftelik onderling ooreengekom het dat sodanige ledigheid of bydraes, of enigeen daarvan, afgetrek moet word.
- (c) As 'n werknemer weens siekte of 'n ongeluk van sy werk afwesig was of op eie houtjie van sy werk weggeby het, 'n bedrag in verhouding tot die tydperk van afwesigheid.
- (d) Wanneer daar korttyd in 'n inrigting ingestel is, 'n afrekkings kragtens subartikel (6) van artikel 13.
- (e) Enige bedrag wat die werkgever ingevolge 'n wet of 'n hofbevel verplig is of toegelaat word om af te trek.

(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. SICK LEAVE.

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

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

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

17. PIECE-WORK AND TASK-WORK.

(1) *Definition of "Piece-Work".*—The term "piece-work" used in this 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) 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 employee and his employer; provided, however, that no employee shall be paid less than the prescribed amount for an employee of his class which he would have earned if he had been employed on a time-work basis for the period taken to perform the work concerned.

18. PROHIBITION 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.

19. 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.

20. TRADE UNION FACILITIES.

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

21. CERTIFICATE OF SERVICE.

An employer shall upon termination of the contract of employment of any of his employees, furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the date of commencement and termination of the contract, the rate of remuneration at the date of such termination and the date of the last increase of wage.

22. PROTECTIVE CLOTHING.

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

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

16. SIEKTEVERLOF.

'n Werkgewer moet aan sy werknemer wat na drie maande diens by hom van die werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag of misbruik van sterk drank veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor skadeloosstelling by die Ongevalle Wet, 1941, betaal word, altesaam—

- (a) in die geval van 'n werknemer wat 'n sesdagweek werk, twaalf werksdae;
- (b) in die geval van 'n werknemer wat 'n vyfdagweek werk, tien werksdae;

siekteverlof bestaan gedurende enige jaar diens by hom en moet kragtens hierdie artikel aan die werknemer ten opsigte van die tydperk van afwesigheid, uitgesonderd die eerste dag van sodanige afwesigheid, minstens die besoldiging betaal wat hy sou ontvang het as hy gewone ure gedurende sodanige tydperk gewerk het; met dien verstande dat 'n werkgewer die indiening van 'n sertifikaat deur 'n mediese praktisyn onderteken, wat die aard en duur van die werknemer se siekte ten opsigte van elke tydperk van afwesigheid waarvoor besoldiging geëis word, kan vereis as voorwaarde vir die betaling deur hom van enige bedrag ten opsigte van sodanige afwesigheid.

17. STUKWERK EN TAAKWERK.

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

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

(5) Ingeval aansporingsloonwerk gedoen word, moet 'n werknemer aldus in diens, die volle bedrag betaal word wat hy verdien het kragtens aansporingsloonwerkskale waarvoor die vakvereniging en sy werkgewer ooreengekom het; met dien verstande, egter, dat geen werknemer minder betaal mag word as die voorgeskrewe bedrag vir 'n werknemer van sy klas 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.

18. VERBOD OP BUITEWERK.

(1) 'n Werkgewer mag nie 'n werknemer versoek om werk te verrig in 'n ander nywerheid as sy eie nie, en kan nie sodanige werk aan sodanige 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 werknemer in 'n ander Nywerheid as sy eie vereis of hom toelaat om werk op sy perseel te verrig nie.

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

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

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

20. VAKVERENIGINGGERIEWE.

Werkgewers moet vakverenigingsbeaamptes toelaat om hul inrigtings gedurende etenstye binne te gaan vir die doel om werknemers te organiseer. Geen beaampte van 'n vakvereniging mag 'n vergadering op die persele van 'n werkgewer sonder die voorafgaande toestemming van sodanige werkgewer hou nie.

21. DIENSSERTIFIKAAT.

'n Werkgewer moet by die beëindiging van die dienskontrak van enigeen van sy werknemers, daardie werknemer voorsien van 'n dienssertifikaat wat die name van die werkgewer en werknemer voluit, die aard van die diens, die aanvangs- en beëindigingsdatums van die kontrak, die skaal van besoldiging op die datum van sodanige beëindiging en die datum van die jongste loonverhoging aantoon.

22. BESKERMENDE KLERE.

Die werkgewer, houer of gebruiker moet aan elke persoon wat in 'n fabriek werk of waar masjinerie gebruik word en wat blootgestel word aan nat of stowwerige prosesse, hitte of giftige, vretende of ander skadelike stowwe moontlik besering of siekte vir so 'n persoon kan meebring of sy klere kan beskadig, kosteloos jaarliks twee stofjasse en een baret aan poleerders en jaarliks een stofjas en een volle voorskoot aan alle ander werknemers verskaf en waar, dit nodig is ook pette, stofbrille, handskoene, skoene of beskermende salf. Sodanige beskermende klere bly die eiendom van die werkgewer maar die werknemer moet dit in 'n goeie toestand hou.

23. 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 weeks notice in writing, of termination of a contract of employment or of alteration in conditions of employment to conditions less favourable to the employee than those which he was entitled to enjoy immediately prior to the giving of such notice; provided that—

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

(2) The notice referred to in sub-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; 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.

Signed at Cape Town this 7th day of September, 1956.

H. W. KLERCK,
Chairman.

D. POTASH,
Duly Authorised Employer Representative.

E. BENSON,
Duly Authorised Employee Representative.

J. J. HANEKOM,
Secretary.

Witnesses:

- (1) H. L. DE WET.
- (2) L. M. WILLIAMS.

* No. 2291.] [7 December 1956.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

JEWELLERY AND PRECIOUS METAL INDUSTRY.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Jewellery and Precious Metal Industry, published under Government Notice No. 2290 of the 7 December, 1956, 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.

23. BEËINDIGING VAN DIENS OF WYSIGING VAN VOORWAARDES.

(1) 'n Weeklikse werknemer of sy werkgever moet minstens een week en 'n maandelikse werknemer of sy werkgever moet minstens twee weke skriftelike 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—

- (a) minstens 24 uur skriftelike kennisgewing deur albei partye gegee moet word gedurende die eerste week diens, in die geval van beide weekliks en maandeliks betaalde werknemers;
- (b) bostaande bepalings nie inbreuk op die volgende maak nie:—
 - (i) 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
 - (ii) 'n ooreenkoms tussen die partye wat voorsiening maak vir 'n langer tydperk van kennisgewing as die tydperk wat hierbo voorgeskryf is.

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

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

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

(4) Kennisgewing van die beëindiging van diens wat ingevolge die bepalings van hierdie artikel gegee word, mag nie saamval met die jaarlikse verlof wat ingevolge die bepalings van artikel 14 toegestaan word nie; met dien verstande dat 'n dienskontrak outomaties beëindig word as 'n werknemer om enige rede langer as 13 weke in 'n kalenderjaar van die werk afwesig is.

Op hede die 7de September 1956 in Kaapstad onderteken.

H. W. KLERCK,
Voorsitter.

D. POTASH,
Behoorlik gemagtigde verteenwoordiger van werkgevers.

E. BENSON,
Behoorlik gemagtigde verteenwoordiger van werknemers.

J. J. HANEKOM,
Sekretaris.

Getuies:

- H. L. DE WET.
- L. M. WILLIAMS.

* No. 2291.] [7 Desember 1956.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

JUWELE- EN EDELMETAALNYWERHEID.

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 Edelmetaalnywerheid, gepubliseer by Goewermentskennisgewing No. 2290 van 7 Desember 1956, nie vir die persone wie se werkure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

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