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[No. 33.]

GOEWERMENSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 201.] [7 Julie 1961.
 WET OP NYWERHEIDSVERSOENING, 1956, SOOS
 GEWYSIG.

**JUWELIERSWARE- EN EDELMETAALNYWER-
 HEID (KAAP).**

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel
agt-en-veertig van die Wet op Nywerheidsver-
 soening, 1956, soos gewysig, dat die bepalings van
 die Ooreenkoms wat in die Bylae hiervan verskyn
 en op die Juweliersware- en Edelmetaalnywerheid
 betrekking het, vanaf die tweede Maandag na die
 datum van publikasie van hierdie kennisgewing en
 vir die tydperk wat op 31 Julie 1963 eindig,
 bindend is vir die werkgewersorganisasie en vak-
 vereniging wat genoemde Ooreenkoms aangegaan
 het en vir die werkgewers en werknemers wat lede
 van daardie organisasie of vereniging is;

(b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
 van genoemde Ooreenkoms, uitgesonderd dié
 vervat in klousules 2, 20, 22, 23 en 31, vanaf die
 tweede Maandag na die datum van publikasie van
 hierdie kennisgewing en vir die tydperk wat op 31
 Julie 1963 eindig, bindend is vir alle ander werk-
 gewers en werknemers as dié vermeld in paragraaf
 (a) van hierdie kennisgewing, wat betrokke is by
 of in diens is in genoemde Nywerheid in die land-
 drosdistrik die Kaap; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet dat die bepalings
 van genoemde Ooreenkoms, uitgesonderd dié
 vervat in klousules 1, 2, 15 (7) (f), 20 tot en met
 23 en 31, vanaf die tweede Maandag na die datum
 van publikasie van hierdie kennisgewing en vir die
 tydperk wat op 31 Julie 1963 eindig, in die land-
 drosdistrik die Kaap *mutatis mutandis* bindend is
 vir alle Naturelle in diens in genoemde Nywerheid
 by die werkgewers vir wie enigeen van genoemde
 bepalings ten opsigte van werknemers bindend is
 en vir daardie werkgewers ten opsigte van Naturelle
 in hul diens.

M. VILJOEN,
 Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. 201.] [7 July 1961.
 INDUSTRIAL CONCILIATION ACT, 1956, AS
 AMENDED.

**JEWELLERY AND PRECIOUS METAL INDUSTRY
 (CAPE).**

On behalf of the Minister of Labour, I, MARAIS
 VILJOEN, Deputy-Minister of Labour, hereby—

(a) in terms of paragraph (a) of sub-section (1) of section
forty-eight of the Industrial Conciliation Act, 1956,
 as amended, declare that the provisions of the
 Agreement which appears in the Schedule hereto
 and which relates to the Jewellery and Precious
 Metal Industry, shall be binding from the second
 Monday after the date of publication of this notice
 and for the period ending the 31st July, 1963, upon
 the employers' organisation and the trade union
 which entered into the said Agreement and upon
 the employers and employees who are members of
 that organisation and that union;

(b) in terms of paragraph (b) of sub-section (1) of section
forty-eight of the said Act, declare that the
 provisions of the said Agreement, excluding those
 contained in clauses 2, 20, 22, 23 and 31, shall be
 binding from the second Monday after the date of
 publication of this notice and for the period ending
 the 31st July, 1963, upon all employers and
 employees other than those referred to in paragraph
 (a) of this notice, engaged or employed in the said
 Industry in the Magisterial District of the Cape;
 and

(c) in terms of paragraph (a) of sub-section (3) of
 section *forty-eight* of the said Act, declare that in
 the Magisterial District of the Cape and from the
 second Monday after the date of publication of
 this notice and for the period ending the 31st July,
 1963, the provisions of the said Agreement,
 excluding those contained in clauses 1, 2, 15 (7) (f),
 20 to 23 (inclusive), and 31, shall *mutatis mutandis*
 be binding upon all Natives employed in the said
 Industry by the employers upon whom any of the
 said provisions are binding in respect of employees,
 and upon those employers in respect of Natives in
 their employ.

M. VILJOEN,
 Deputy-Minister of Labour.

BYLAE.

NYWERHEIDSRaad VIR DIE JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen

The Cape Jewellery Manufacturers' Association

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

The Jewellers' and Goldsmiths' Union

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

wat die partye is by die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap).

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik die Kaap nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Juweel- en Edelmetaalnywerheid betrokke is, en deur alle werknemers wat lede van die vakvereniging is en by genoemde werkgewers in diens is en vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word, en is op vakleerlinge van toepassing slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 28 Mei 1961 of op 'n datum wat die Minister kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag tot 31 Julie 1963, of vir 'n tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

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

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig; „vakleerling”—

(a) 'n persoon wat in 'n ambag wat ingevolge artikel *sestien* van die Wet op Vakleerlinge, 1944, in die Nywerheid aangewys is, in diens is kragtens 'n kontrak wat ooreenkomstig subartikel (2) van artikel *twintig* of artikel *drie-en-twintig* van genoemde Wet geregistreer en omvat dit 'n minderjarige wat kragtens artikel *negenien* van die Wet in diens geneem is; of

(b) 'n persoon wat op die datum waarop die betrokke ambag ooreenkomstig subartikel (1) van artikel *sestien* van die Wet op Vakleerlinge, 1944, aangewys is, nie 'n minderjarige was nie en wat in 'n erkende ambag in die Nywerheid in diens is ooreenkomstig 'n leerkontrak wat vir 'n tydperk van minstens die erkende opleidingstydperk van krag is en wat voor die datum van publikasie van die voorlopige kennisgewing van aanwysings 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;

„Raad” die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap), geregistreer kragtens artikel *negenien* (3) van die Wet op Nywerheidsversoening, 1956;

„bedryfsinrigting” 'n perseel waarop of in verband waarmee een of meer persone in die Juweliersware- en Edelmetaalnywerheid werksaam is;

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

„Nywerheid” die Juweliersware- en Edelmetaalnywerheid;

„Juweliersware- en Edelmetaalnywerheid” die gesamentlike onderneming waarin werkgewer en werknemer vir een van die volgende doeleindes met mekaar geassosieer is:—

(a) Die vervaardiging van die volgende artikels, hoofsaaklik uit edelmatale, met inbegrip van alle werksaamhede wat by sodanige vervaardiging behoort:—

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

(ii) montuur vir sieraadstene;

(iii) medaljes, medaljons, wapens, vrymesselaarsjuwelen en/of dergelike artikels;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

AGREEMENT

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

The Cape Jewellery Manufacturers' Association

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

The Jewellers' and Goldsmiths' Union

(hereinafter referred to as “the employees” or “the Trade Union”) of the other part,

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

1. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of the Cape by all employers who are members of the employers' organisation and are engaged in the Jewellery and Precious Metal Industry, and by all employees who are members of the trade union and are employed by the said employers and for whom minimum wages are prescribed in this Agreement, and shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on the 28th May, 1961, or on such date as may be fixed by the Minister in terms of section *forty-eight* of the Act and shall remain in force until the 31st July, 1963, or for such a period as may be determined by him.

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1956, as amended;

“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 said Act, and includes any minor employed under section *nineteen* thereof; 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;

“Council” means the Industrial Council for the Jewellery and Precious Metal Industry (Cape) registered in terms of section *nineteen* (3) of the Industrial Conciliation Act, 1956;

“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 one or more 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;

(iii) medals, medallions, badges, masonic jewels and/or like articles;

- (iv) ornamente, siervate, siergerei, en/of dergelijke sier-artikels;
- (v) dele van enigeen van voornoemde artikels;
- (b) die set en/of opnuut set van sieraadstone in artikels in paragraaf (a) gemeld;
- (c) die graving van artikels in paragraaf (a) gemeld;
- (d) die herstel, wysiging en/of vernuwing van artikels in paragraaf (a) gemeld;
- (e) die emaljerig van alle voorwerpe in paragraaf (a) genoem;
- (f) die maak en/of herstel van gereedschap 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 graving van stempels wat in die werksaamhede vermeld in hierdie omskrywing, gebruik word of vir gebruik daarin bedoel is;

„emaljerig” ’n verglaasde stof wat met die hand of met ’n masjien en/of ’n warmteproses op die oppervlakte van ’n metaalvoorwerp aangebring word;

„edelmetale” die edelmetale goud, silwer, platina en/of ’n palladium en/of ’n legering wat genoemde edelmetale of enigeen daarvan in so ’n verhouding tot ander metale bevat dat dit die grootste waarde van so ’n legering uitmaak;

„sieraadstone” edelstone en/of halfedelstone en/of ander sierstone, hetsy geslyp en gepoleer of van natuurlike vorm en glans en/of namaaksele van sulke stone;

„graverwerk” omvat die volgende, maar sonder om die betekenis daarvan te beperk:—

- (i) Graving van blom-, dekoratiewe en/of abstrakte ontwerpe;
- (ii) graving van inskripsies, datums, monogramme, voorletters en/of iets dergeliks;
- (iii) graving van heraldiese ontwerpe;
- (iv) graving van buitelyne vir uitsny;
- (v) reliëfsnywerk en/of versinkwerk vir die doeleindes van of ter voorbereiding van emaljerig of andersins;
- (vi) matwerk, bosselcerwerk, kerfwerk en/of gedrewe werk;

„vakman” ’n persoon, uitgesonderd ’n markasietvakman, wat—

- (a) ’n vakleerlingskap kragtens ’n leerkontrak soos gemeld in paragraaf (a) van die omskrywing van „vakleerling”, uitgedien en voltooi het; of
- (b) wat vyf jaar of langer in enige van die klasse werk wat in klousule 6 A vermeld word, in diens was;

„Wet” ook die gemene reg;

„markasietvakman” ’n persoon wat vir vyf jaar of langer in enigeen van die klasse werk wat in klousule 6 C vermeld word, in diens was;

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

„kwekeling” enige persoon in diens in enigeen van die klasse werk wat in klousule 6 A, B en C van hierdie Ooreenkoms vermeld word, met minder as vyf jaar ondervinding in sodanige werksaamhede;

„besoldiging” enige betaling in geld of in natura of sowel in geld as in natura, aan ’n persoon gedoen of verskuldig, wat op enige wyse hoegenaamd uit indiensneming voorspruit, en „besoldig” het ’n ooreenstemmende betekenis;

„loon” daardie gedeelte van die besoldiging wat in kontant aan ’n werknemer betaalbaar is ten opsigte van die gewone werke wat in klousule 5 bepaal word, of sodanige groter bedrag wat ’n werkgewer gereeld aan ’n werknemer vir sy gewone werke betaal, maar uitgesonderd lewenskostetoelae of ’n 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 die klasse werk verrig wat onderskeidelik in klousule 6 uitengesit word.

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

(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;

„enamelling” means a verified substance applied to the surface of a metallic object by hand or machine and/or heat process;

„precious metals” 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;

„ornamental stones” 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;

„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; and
- (vi) matting, embossing, carving and/or chasing;

„journeyman” means any person, other than a Marcasite journeyman—

(a) who 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) who has been employed for five years or longer in any of the classes of work set out in clause 6 A;

„Law” includes Common Law;

„marcasite journeyman” means any person who has been employed for five years or longer in any of the classes of work set out in clause 6 C;

„military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

„trainee” means any person employed in any of the classes of work set out in clause 6 A, B and C of this Agreement who has had less than five years’ experience in such operations;

„remuneration” means any payment in money or in kind or both in money and in kind, made or owing to any person, which arises in any manner whatsoever out of employment, and „remunerate” has a corresponding meaning;

„wage” means that portion of the remuneration payable to any employee in money in respect of the ordinary hours of work laid down in clause 5 or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work but 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 clause 6.

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

(3) Behoudens die bepalings van klousule 25 is die minimum duur van enige dienskontrak tussen werkgever en werknemer een week, en daarna is die minimum basis van die duur van die kontrak wekeliks, met dien verstande dat hierdie subklousule nie op vakleerlinge van toepassing is nie.

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

(5) Niks in hierdie Ooreenkoms verminder die lone of ander besoldiging wat 'n werknemer ontvang ten tyde van die inwerking-treding van hierdie Ooreenkoms solank hy by dieselfde werk-gever in diens is nie.

5. GEWONE WERKURE.

(1) Die gewone werkure van 'n werknemer mag hoogstens die volgende wees:—

- (a) Vyf-en-veertig in enige week vanaf Maandag tot en met Saterdag;
- (b) behoudens subparagraaf (a) van hierdie paragraaf, nege uur op 'n dag in die geval van 'n werknemer wat 'n vyfdaagse week werk, of, in die geval van 'n werknemer wat 'n sesdaagse week 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 Werkgever mag nie van sy werknemer vereis of hom toelaat om vir meer as vyf agtereenvolgende 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 deel van die gewone werkure of oortyd te wees nie; met dien verstande dat—

- (a) indien hierdie tussenpoos langer as 'n uur is, die tydperk wat meer as 1½ uur is, geag word gewone ure gewerk of oortyd te wees, na gelang van die geval;
- (b) werktydperke wat deur tussenpose van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(3) *Ruspouses.*—'n Werkgever moet aan elke werknemer, uitgesonderd 'n werknemer wat goedere aflewer, 'n ruspouse van minstens 10 minute in die middel van elke oggend- en elke namiddagwerktydperk of so na daaraan as wat prakties moontlik is, toestaan en so 'n pouse word as deel van die gewone werkure gereken. Gedurende ruspouses moet die werkgever geriewe aan sy werknemers verskaf vir die maak van tee of koffie.

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

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

- (a) Die getal gewone werkure per week wat die werknemers in sy bedryfsinrigting 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 namiddagwerktydperke t.o.v. elke sodanige werkdag.

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

Die minimum weeklone en lewenskostoelae wat 'n werk-gever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is soos volg:—

A.—WERK VAN 'N VAKMAN.

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

KLASSE WERK.

Groepe I.—Monteer- en/of edelmetaalwerk—	Basiese loon.		Lewenskostoelae.		Totaal.	
	R	c	R	c	R	c
(i) leger van edelmetale.....	18	00	6	80	24	80
(ii) inmeekaarsit met die hand, met of sonder die gebruik van handgereedskap.....						
(iii) buig, vou en/of bewerking van metaal na vorm met die hand.....						
(iv) uitgooi of uitgooi en giet van gesmelte edelmetale met die hand met of sonder die gebruik van handgereedskap of deur 'n masjien te bedien.....						
(v) maak en/of voorbereiding van vorms vir gebruik by die giet van edelmetale, maar uitgesonderd die voorbereiding van vorms vir gebruik by die giet van gewone gietblokke van edelmetale.....						
(vi) sny van metaal wat hoort by die werk wat deur die besondere vakman gedoen word.....	18	00	6	80	24	80
(vii) boor deur middel van handgereedskap (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 handgereedskap.....						
(x) draaibankwerk.....						
(xi) bereiding van metaal vir trekpype of „charnier” (maar uitgesonderd die trek daarvan deur trekplate).....						
(xii) deurslaan met 'n handpons of met ander handgereedskap of instrument.....						

(3) Subject to the provisions of clause 25 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, provided that this sub-clause shall not apply to apprentices.

(4) An employer shall pay to his employee the full weekly wage prescribed in clause 6, together with the full weekly cost of living allowance prescribed in clause 6, in respect of each week of employment, whether the employer has required the employee to work the maximum number of ordinary hours of work prescribed in sub-clause (1) of clause 5 or less provided that this sub-clause shall be subject to sub-clause (6) of clause 13 and sub-clause (7) of clause 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 ten 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-clause (2) of this clause, 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 AND COST OF LIVING ALLOWANCE FOR ORDINARY HOURS OF WORK.

The minimum weekly wages and cost of living allowances which shall be paid by an employer to each member of the under-mentioned classes of his employees shall be as follows:—

	Basiese loon. R c	Lewenskostetoelae. R c	Totaal. R c
(xiii) herstel en/of wysiging van 'n vervaardigde artikel of deel van so 'n artikel			
(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 in werking gebring word of nie)			
(xvi) soldeer van metaal deur 'n masjienproses en/of die bediening van 'n soldeermasjien en/of die bediening van 'n soldeeroond	18 00	6 80	24 80
(xvii) spinwerk			
(xviii) werksaamhede in of in verband met die volgende bepaalde „waskernprosesse”—			
(i) maak van vorms vir wasmodelle			
(ii) bediening van 'n gietseentrifuge met elektrisiteit en/of gas			
(iii) afsaag van gietstukke van kerns, gietbome en gietkanale			
(iv) vyl en/of afglad en/of skoonmaak van gietstukke wat van kerns, gietbome of gietkanale besny, geknip en/of gesaag is			
(Opmerking.—Die uitdrukking „edelmetale” word in klousule 3 omskryf.)			
Groep II.—Die set van sieraadstene—			
(i) set van sieraadstene met die hand, met inbegrip van gebruik van handgereedskap			
(ii) set van sieraadstene deur middel van handbediende stempels en/of ponsse	18 80	6 80	24 80
(iii) kerf en opsny			
(Opmerking.—Die uitdrukking „sieraadstene” word in klousule 3 omskryf.)			
Groep III.—Graveerwerk—			
(i) gravering met die hand, met inbegrip van gebruik van handgereedskap			
(ii) gravering deur bediening van 'n masjien	18 00	6 80	24 80
(Opmerking.—Die uitdrukking „graveerwerk” word in klousule 3 omskryf.)			
Groep IV.—Masjiendraaiwerk	18 00	6 80	24 80
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.	18 00	6 80	24 80
Groep VI.—Emaljering—			
Handgeskilderde emaljering	18 00	6 80	24 80
(Opmerking.—Die uitdrukking „emaljering” word in klousule 3 omskryf.)			

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.

	Basic Wage. R c	Cost of Living Allowance. R c	Total. R c
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	18 00	6 80	24 80
(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	18 00	6 80	24 80
(viii) filing metal with hand file			
(ix) hammering metal with hand-operated hammer or any other hand tool			
(x) lathe turning			
(xi) preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates)			
(xii) punching with hand punch or with any other hand tool or instrument			
(xiii) repairing and/or altering any manufactured article or part of any such article			
(xiv) sawing metal with fretsaw			
(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	18 00	6 80	24 80
(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 clause 3.)			
Group II.—Setting ornamental stones—			
(i) setting ornamental stones by hand, including the use of hand tools			
(ii) setting ornamental stones by means of hand-operated dies and/or punches	18 00	6 80	24 80
(iii) carving and cutting up			
(Note.—The term „Ornamental Stones” is defined in clause 3.)			

	Basic Wage. R c	Cost of Living Allowance. R c	Total. R c
Group III.—Engraving—			
(i) engraving by hand, including the use of any hand tool.....	18 00	6 80	24 80
(ii) engraving by operating any machine.....			
(Note.—The term "Engraving" is defined in clause 3.)			
Group IV.—Engine turning.....	18 00	6 80	24 80
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.....	18 00	6 80	24 80
Group VI.—Enamelling—			
Hand-painted enamelling.....	18 00	6 80	24 80
(Note.—The term "Enamelling" is defined in clause 3.)			

B.—WERK VAN 'N AMBAGSMAN.

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

KLASSE WERK.

	Basiese loon. R c	Lewenskostetoelae. R c	Totaal. R c
(i) Onedelmetaalspinwerk.....	18 00	6 80	24 80
(ii) sierwerk met onedelmetale.....			
(iii) kopersmidwerk.....			
(iv) maak van stempels en/of setmate en/of gereedskap en/of mate.....			
(v) onderhoud en/of installing van elektriese installasies.....			
(vi) monteer- en/of draaiwerk en/of masjienwerk en/of presiesielypwerk wanneer sulke werk met onedelmetale gedoen word.....			
(vii) maak en/of herstel van instrumente.....			
(viii) stel van masjiengereedskap.....			
(ix) timmerwerk.....			

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.

	Basic Wage. R c	Cost of Living Allowance. R c	Total. R c
(i) base metal spinning.....	18 00	6 80	24 80
(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.....			

C.—MARKASIETVAKMAN SE WERK.

Die werk in verband met die vervaardiging van markasietartikels in silwer, of enigeen of almal van die volgende klasse werk:—

KLASSE WERK.

	Basiese loon. R c	Lewenskostetoelae. R c	Totaal. R c
(i) Boor met enige stuk handgereedskap (met inbegrip van 'n slapboor) of met elektriese handboor.....	16 00	6 80	22 80
(ii) metaal vyl met 'n handvyl.....			
(iii) metaal saag met 'n saag.....			
(iv) metaal met die hand soldeer met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp (hetsy sodanige blaaspyp met die mond of deur middel van saamgeperste lug in werking gebring word).....			
(v) metaal deur middel van enige masjienproses soldeer en/of enige soldeer-masjien bedien en/of 'n soldeeroord bedien.....			
(vi) die buryn, graveernaald en 'n freeswerktuig gebruik.....			

en omvat enige werksaamhede verbonde aan die vervaardiging van markasietwerk in silwer.

C.—MARCASITE JOURNEYMAN'S WORK.

The performance in connection with the manufacture of marcasite articles in silver of any one or all of the following classes of work:—

CLASSES OF WORK.

	Basic Wage. R c	Cost of Living Allowance. R c	Total. R c
(i) drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.....	16 00	6 80	22 80
(ii) filing metal with hand file.....			
(iii) sawing metal with saw.....			
(iv) 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).....			
(v) soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven.....			
(vi) using the burr, graver and millgrainer.....			

and shall include any operations incidental to the manufacture of marcasite work in silver.

D.—KWEKELING.

	Basiese loon.	Lewenskostetoelae.	Totaal.
	R c	R c	R c
Gedurende die eerste jaar ondervinding.....	3 00	1 37½	4 37½
Gedurende die tweede jaar ondervinding.....	5 00	2 22½	7 22½
Gedurende die derde jaar ondervinding.....	7 00	3 32½	10 32½
Gedurende die vierde jaar ondervinding.....	9 00	4 40	13 40
Gedurende die vyfde jaar ondervinding en daarna.....	12 00	5 65	17 65
(a) In die geval van 'n kwekelingvakman.....	18 00	6 80	24 80
(b) In die geval van 'n kwekelingmarkasietvakman.....	16 00	6 80	22 80

Met dien verstande dat 'n kwekelingmarkasietvakman in silwer gedurende die eerste drie jaar opleiding opgelei moet word in alle klasse werk in paragraaf C hierbo genoem.

D.—TRAINEE.

	Basic Wage.	Cost of Living Allowance.	Total.
	R c	R c	R c
During the first year of experience.....	3 00	1 37½	4 37½
During the second year of experience.....	5 00	2 22½	7 22½
During the third year of experience.....	7 00	3 32½	10 32½
During the fourth year of experience.....	9 00	4 40	13 40
During the fifth year of experience and thereafter.....	12 00	5 65	17 65
(a) in the case of a trainee journeyman.....	18 00	6 80	24 80
(b) in the case of a trainee marcasite journeyman.....	16 00	6 80	22 80

Provided that during the first three years of training, a trainee marcasite journeyman in silver shall be trained in all classes of work referred to in paragraph C above.

E.—WERK VAN 'N WERKMAN (GRAAD I).

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

KLASSE WERK.

- inspuit van gesmelte was in vorms met die hand en/of masjien;
- afmeet van hoeveelhede en die mieng van gips, met inbegrip van die uithaal daarvan met masjiene;
- uitgooi met die hand en/of masjiene van vloeiigipsmengsels in kanne en/of houers waarin kerns, gietbome en/of gietkanale aangebring en/of geplaas is;
- maak of bou van wasmodelkerns, gietbome of gietkanale en die in posisie plaas daarvan in kanne en/of houers;
- uitwerp en/of uitlig en/of uithaal van wasmodelle uit vorms;
- afwerk en/of verwydering van „baarde“ en „vinne“ en/of onreëlmatighede in wasmodelle—

	Basiese loon.	Lewenskostetoelae.	Totaal.
	R c	R c	R c
gedurende eerste ses maande ondervinding.....	4 00	1 82½	5 82½
gedurende tweede ses maande ondervinding.....	4 50	2 07½	6 57½
gedurende tweede jaar ondervinding.....	5 50	2 47½	7 97½
gedurende derde jaar ondervinding.....	7 50	3 67½	11 17½
daarna.....	9 00	4 40	13 40

E.—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.

- injection of molten wax into moulds by hand and/or mechanical means;
- measuring quantity and mixing of plaster including the evacuation of same by mechanical means;
- 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;
- the making or building of wax pattern cores, trees, or sprues and the positioning of same in cans and/or containers;
- ejection and/or lifting, and/or taking out of wax patterns from moulds;
- trimming and/or removing „feather“, „flash“ and/or irregularities on wax patterns—

	Basic Wage.	Cost of Living Allowance.	Total.
	R c	R c	R c
during first six months of experience.....	4 00	1 82½	5 82½
during second six months of experience.....	4 50	2 07½	6 57½
during second year of experience.....	5 50	2 47½	7 97½
during third year of experience.....	7 50	3 67½	11 17½
thereafter.....	9 00	4 40	13 40

F.—WERK VAN 'N WERKMAN (GRAAD II).

Enigeen of meer van die volgende werksaamhede:—

KLASSE WERK.

- Vergulding, polering, plattering, skuur, met inbegrip van rubberwiele of papier, hetsy met die hand of 'n masjien (met inbegrip van slapboor) en/of sandbestraling;
- perssnywerk, persspoonwerk en/of persbesselerwerk;
- skoonmaak en/of was van juweliersware;
- uitgloeing, trek van soliede draad en/of trekpype of „charnier“ (teenoor die bereiding van metaal vir trekpype of „charnier“, wat binne die bestek van 'n vakman se werk is);
- voer van roller en/of die gebruik van mate;
- sny van onedelmetale, en alle edelmetaalafval slegs om gesmelt te word;
- vassit en/of vul van artikels in sement, was, skellak, en/of ander sementeerstof vir graveerwerk, set of masjiendraaiwerk;
- instempeling van gehalte-, identifikasie-, registrasie-, naam-, patent-, datum- en/of k-raatmerke;
- vergruis en maal van enemmel in fyn poeier en die was van gepoeierde enemmel vir werksaamhede van graad I—

	Basiese loon.	Lewenskostetoelae.	Totaal.
	R c	R c	R c
gedurende eerste ses maande ondervinding.....	3 75	1 82½	5 57½
gedurende tweede ses maande ondervinding.....	4 25	2 07½	6 32½
gedurende tweede jaar ondervinding.....	5 25	2 47½	7 72½
gedurende derde jaar ondervinding.....	6 25	3 05	9 30
daarna.....	7 50	3 67½	11 17½

F.—OPERATIVE WORK (GRADE II).

Only one or more of the following operations:—

CLASSES OF WORK.

- (i) gilding, polishing, plating, emerging 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 or charnier (as distinct from preparing the metal for drawing tube or charnier, which is within the scope of journeyman's work);
- (v) feeding rollers and/or using gauges;
- (vi) cutting base metals and any precious metal scrap for melting purposes only;
- (vii) fixing and/or filling articles in cement, wax, shellac and/or other cementing material for engraving, setting or engine turning;
- (viii) stamping quality, identification, registration, name, patent, date and/or carat marks;
- (ix) crushing and grinding of enamel into fine powder and washing powdered enamel for Grade I operations—

	Basic Wage.		Cost of Living Allowance.		Total.
	R	c	R	c	R c
during first six months of experience.....	3	75	1	82½	5 57½
during second six months of experience.....	4	25	2	07½	6 32½
during second year of experience.....	5	25	2	47½	7 72½
during third year of experience.....	6	25	3	05	9 30
thereafter.....	7	50	3	67½	11 17½

G.—WERK VAN 'N ARBEIDER.

Enigeen of meer van die volgende werksaamhede:—

KLASSE WERK.

- (i) skoonmaak en/of was van persele, gerei, houers, installasie, masjinerie en/of gereedskap;
- (ii) olie en/of smeer van installasie en masjinerie;
- (iii) dra, verskuif, indraai, verpak en/of opstapel van goedere;
- (iv) oop- en/of toemaak van deure, vensters, kaste, pakkies, bale en/of sakke;
- (v) maak van tee en/of die bereiding van ander drankke;
- (vi) aflewering en/of haal van briewe en/of goedere en/of die doen van boodskappe te voet, met 'n fiets, 'n driewieler of 'n voertuig wat met die hand aangedryf word;
- (vii) draai van 'n handroller, swaai van 'n handpers, bediening van die slinger van 'n handbediende masjien en/of bediening van 'n blaser of blaasbalk;
- (viii) was en/of stryk van oorpakke en/of ander beskermende klere;
- (ix) aansit en/of afskakel van masjiene—

	Basiese loon.		Lewenskostetoelae.		Total.
	R	c	R	c	R c
gedurende eerste jaar ondervinding.....	4	65	2	22½	6 87½
daarna.....	5	00	2	22½	7 22½

G.—LABOURER'S WORK.

Any one or more of the following operations:—

CLASSES OF WORK.

- (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—

	Basic Wage.		Cost of Living Allowance.		Total.
	R	c	R	c	R c
during first year of experience.....	4	65	2	22½	6 87½
thereafter.....	5	00	2	22½	7 22½

7. LEWENSKOSTETOELAE.

Bogenoemde toelaes is betaalbaar aan alle werknemers ten opsigte van die minimum loon wat voorgeskryf is, met dien verstande dat waar 'n werkgewer 'n werknemer gereeld 'n lewenskostetoelae betaal wat hoër is as dié voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, sodanige hoër bedrag geag moet word die werknemer se lewenskostetoelae te wees, en voorts met dien verstande dat 'n werknemer in geen omstandighede minder betaal moet word nie as die lewenskostetoelae voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig.

8. DIFFERENSIËLE LOON.

'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam 'n halfuur op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor of—

- (a) 'n hoër loon as dié van sy eie klas; of
- (b) 'n stygende loonskaal wat eindig in 'n hoër loon as dié van sy eie klas, voorgeskryf is in klousule 6 (1) van hierdie klousule, moet sodanige werknemer die volgende betaal:—
 - (i) in die geval in paragraaf (a) genoem, minstens die hoër loon vir daardie volle dag;
 - (ii) in die geval in paragraaf (b) genoem, minstens die hoogste loon vir die hoër klas vir daardie volle dag;

met dien verstande dat hierdie klousule nie van toepassing is op 'n kwekeling of vakleerling wat die werk van 'n vakman verrig nie.

7. COST OF LIVING ALLOWANCE.

The above allowances are payable to all employees in respect of the minimum wage prescribed, provided that where an employer regularly pays to the employee as cost of living allowance, an amount higher than that prescribed in War Measure No. 43 of 1942, as amended, such higher amount shall be deemed to be that employee's cost of living allowance, and provided further that an employee shall in no circumstances be paid less than the cost of living allowances prescribed under War Measure No. 43 of 1942, as amended.

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) a wage higher than that of his own class; or
- (b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed in clause 6 (1) hereof shall pay to such employee—
 - (i) in the case referred to in paragraph (a) not less than the higher wage for the whole of that day;
 - (ii) 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 that this clause shall not apply to a trainee or apprentice who does the work of a journeyman.

9. OORTYD.

- (1) „Oortyd” beteken daardie gedeelte van 'n tydperk waarin 'n werknemer vir sy werkgever gedurende enige week of op enige dag, na gelang van die geval, werk verrig wat meer is as die ure wat as die gewone maksimum, ooreenkomstig subklousules (1) tot en met (5) van klousule 5, voorgeskryf word.
- (2) 'n Werkgever mag nie van sy werknemer vereis om oortyd te werk sonder so 'n werknemer se toestemming nie.
- (3) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer as tien uur oortyd in 'n week vanaf Maandag tot en met Saterdag te werk nie.
- (4) 'n Werkgever moet aan 'n werknemer minstens 1½-maal sy gewone skaal van besoldiging betaal ten opsigte van alle oortyd wat so 'n werknemer gewerk het.

10. OPENBARE VAKANSIEDAE.

- (1) Die volgende openbare vakansiedae moet in die Nywerheid nagekom word, nl. Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, Kersdag en Tweede Kersdag.
- Ten opsigte van elkeen van genoemde vakansiedae moet alle werknemers afwesigheidsverlof uit hul werk ontvang en kragtens subklousule (2) besoldig word.
- (2) As 'n werknemer nie op 'n openbare vakansiedag, genoem in subklousule (1), werk nie, moet sy werkgever hom t.o.v. so 'n dag besoldig teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op so 'n dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.
- (3) Wanneer 'n werknemer op enigiën van die openbare vakansiedae, genoem in subklousule (1), werk, moet sy werkgever hom, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie, besoldig teen 'n skaal van minstens sy gewone besoldiging t.o.v. die totale tydperk wat hy op so 'n dag gewerk het.

11. VERGOEDING VIR WERK OP 'N SONDAG.

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

- (i) hom minstens dubbel die loon betaal wat aan hom betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, of teen 'n skaal van minstens dubbel sy gewone loon ten opsigte van die totale tydperk op so 'n Sondag gewerk, na gelang van die grootste bedrag; of
- (ii) hom een en 'n derde maal sy weekloon betaal; gedeel deur vyf-en-veertig, vir elke uur of gedeelte van 'n uur wat hy op so 'n dag werk, en hom binne veertien dae vanaf sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy dagloon betaal.

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

- (1) Geen werkgever kan van 'n vroulike werknemer vereis of haar toelaat om—
- (a) tussen 6-uur nm. en 6-uur vm.; of
- (b) 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 paragrawe (a) en (b) van hierdie subklousule toegestaan mag word nie, tensy sulke werk noodsaaklik is weens 'n noodgeval.
- (2) Geen werkgever kan van 'n vroulike werknemer vereis of haar toelaat om soos volg oortyd te werk nie:—
- (a) Langer as twee uur op een dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae in een jaar;
- (d) na voltooiing van haar gewone werkure, langer as een uur op 'n dag, tensy hy—
- (i) so 'n werknemer voor middag in kennis gestel het; of
- (ii) so 'n werknemer voorsien het van 'n behoorlike maaltyd voordat sy begin om oortyd te werk; of
- (iii) so 'n werknemer betyds genoeg sodanige toelae betaal het as wat by die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of by regulasies wat daarkragtens uitgevaardig is, voorgeskryf word om die werknemer in staat te stel om 'n maaltyd te kan nuttig voordat die oortyd moet begin.

13. KORTTYD.

- (1) Omskrywing van „korttyd”.—Die uitdrukking „korttyd” wat in hierdie klousule en in paragraaf (d) van subklousule (7) van klousule 15 gebesig word, beteken die gewone ure wat 'n werknemer in 'n bedryfsinrigting werk wanneer sy normale getal gewone werkure in dié bedryfsinrigting tot minder as sodanige normale getal verminder is.
- (2) Wanneer 'n werkgever as gevolg van bedryfslapte of 'n tekort aan grondstowwe nie in staat is om sy werknemers vir die getal gewone werkure wat daar gewoonlik per week in sy bedryfsinrigting gewerk word, besig te hou nie, kan die werkgever, behoudens die bepalings van hierdie klousule, sy werknemers gedurende die tydperk van so 'n slapte in die handel of solank as daár 'n tekort aan grondstowwe is, op korttyd plaas, maar nie vir langer as so 'n tydperk nie.
- (3) 'n Werkgever moet sy werknemers minstens twee volle werkdade skriftelik in kennis stel van sy voorneme om hulle op korttyd te plaas om die redes in subklousule (2) aangetoon.
- (4) Die werkgever moet sodanige kennis gee deur 'n kennisgewing te dien effekte op te plak op 'n opvallende plek in sy bedryfsinrigting waar sy werknemers dit maklik kan sien en lees, of deur dit of 'n afskrif daarvan aan elke werknemer te oorhandig.

9. 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 sub-clauses (1) to (5) (inclusive) of clause 5.
- (2) An employer shall not require an employee to work overtime without such employee's consent.
- (3) An employer shall not require or permit an employee to work more than ten hours overtime during any week from Monday to Saturday inclusive.
- (4) 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 Year's 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-clause (2).
- (2) If an employee does not work on any public holiday referred to in sub-clause (1), his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.
- (3) Whenever an employee works on any public holiday referred to in sub-clause (1), his employer shall pay him remuneration at a rate not less than his ordinary 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. COMPENSATION FOR WORK ON A SUNDAY.

- Whenever an employee works on a Sunday, his employer shall—
- (i) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day, or at a rate not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or
- (ii) pay to him one and one-third times his weekly wage divided by forty-five for each hour or part of an hour worked by him on such day and grant him one day's leave within fourteen days of such Sunday and pay him in respect thereof not less than his daily wage.

12. SPECIAL PROVISIONS RELATING TO FEMALE EMPLOYEES.

- (1) No employer shall require or permit a female employee 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-clause unless such work is necessitated by an emergency.
- (2) No employer shall require or permit a female employee 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 clause and in paragraph (d) of sub-clause (7) of clause 15 means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work in that establishment have been reduced to less than such usual number.
- (2) When, by reason of slackness of trade, or shortage of raw materials, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of this clause, employ his employees on short time during, but not exceeding, the period of such slackness of trade or shortage of raw materials.
- (3) An employer shall give 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-clause (2).
- (4) The employer shall give such notice by affixing or appending it in 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 installasie en masjinerie weens 'n ongeluk of ander onvoorsiene omstandighede, nie in staat is om sy werknemers vir die getal gewone ure wat daar per week in sy bedryfsinrigting gewerk word, besig te hou nie, kan die werkgewer na die dag waarop so 'n onklaar-raking van die installasie en masjinerie plaasgevind het sy werknemers op korttyd plaas, totdat genoemde installasie en masjinerie weer in 'n werkende toestand is.

(6) Wanneer korttyd in 'n bedryfsinrigting 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 bedryfsinrigting ingestel is, moet die werkgewer die werk eweredig onder die werknemers in elke klas verdeel.

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

14. JAARLIKSE VERLOF.

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

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

(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 ten opsigte van genoemde verloftydperk, behoudens subklousule (5), onmiddellik voor die aanvang van genoemde tydperk die bedrag wat betaalbaar is ingevolge subklousule (2) en (3) van klousule 10 vir die openbare vakansiedae wat binne genoemde tydperk val, aan elkeen van sy werknemers betaal, plus 'n bedrag wat gelyk is aan die loon, plus lewenskoste-toelae wat hy op die oorblywende dae sou verdien het indien hy op sulke dae sy gewone werke gewerk 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 aan hom besoldiging vir nege uur betaal wat bereken word op die grondslag van die loon, plus lewenskostetoelae wat aan hom betaalbaar is onmiddellik voor die begin van dié tydperk, t.o.v. elke maand diens by dieselfde werkgewer (plus 'n pro rata-bedrag t.o.v. 'n bykomende gedeelte van 'n maand diens) plus die bedrag betaalbaar ingevolge subklousule (2) en (3) van klousule 10 vir die openbare vakansiedae wat in genoemde tydperk val, maar hierdie bepaling is nie op vakleerlinge van toepassing nie.

(6) As 'n werknemer se diens voor die begin van dié verloftydperk beëindig word, moet sy werkgewer vir sodanige beëindiging aan genoemde werknemer besoldiging vir nege uur betaal, wat bereken word op die grondslag van die loon, plus lewenskostetoelae 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, uitgesonderd 'n tydperk van korter as een week), met ingang van 25 Desember voor of vanaf die datum van sy indienstreding by dieselfde werkgewer, na gelang van die jongste datum. Vir die toepassing van hierdie subklousule het die besoldiging vir een uur dieselfde betekenis as in subklousule 5 hierbo.

(7) *Woordomskriving van „diens”*.—Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag enige tydperk of tydperke te omvat waartydens 'n werknemer—

- (a) afwesig is met verlof ingevolge subklousule 1;
 - (b) verplig is om militêre opleiding te ondergaan;
 - (c) van sy werk afwesig is op las of versoek van sy werkgewer;
 - (d) afwesig is met siekteverlof kragtens klousule 16;
- wat altesaam hoogstens dertien weke in 'n jaar beloop ten opsigte van items (a), (c) en (d), plus enige tydperk van militêre opleiding in dié jaar ondergaan.

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 die volgende tye betaal:—

- (a) In die geval van weeklikse werknemers, voor of op die laaste werkdag van die week.
 - (b) In die geval van maandelikse werknemers, voor of op die laaste werkdag van die kalendermaand.
- (2) Die werkgewer moet terselfdertyd aan elke werknemer die lewenskostetoelae betaal wat by sy loon pas en enige ander besoldiging wat die werknemer gedurende die betaaltydperk verdien het ingevolge die bepaling van klousules 9, 10 en/of 11, na gelang van die geval.

(3) Alle lone, lewenskostetoelae 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 kan word.

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

14. ANNUAL LEAVE.

(1) There shall be a fixed annual 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.

(4) In respect of the said leave period an employer shall, subject to sub-clause (5), pay to each of his employees, immediately prior to the commencement of the said period, the amount payable in terms of sub-clauses (2) and (3) of clause 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 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-clauses (2) and (3) of clause 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-clause, one hour's pay shall have the same meaning as in sub-clause 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-clause (1);
- (b) required to undergo military training;
- (c) absent from work on the instructions of or at the request of his employer;
- (d) absent on sick leave in terms of clause 16;

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

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 clauses 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) 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 of in 'n ander houer, of vergesel van 'n opgawe wat die werkgewer se naam aandui, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal gewone en oortydure gewerk, die besoldiging verskuldig, bedrae afgetrek en die tydperk ten opsigte waarvan betaling geskied.

(5) 'n Werkgewer en sy werknemer kan ooreenkom dat die besoldiging op 'n maandelikse grondslag betaal word en in hierdie geval moet die besoldiging wat aan 'n werknemer betaalbaar is, bereken word teen vier en 'n derde maal die weekloon wat voorgeskryf word.

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

(7) *Aftekings.*—'n Werkgewer mag nie sy werknemer behoort van aftekings van sy besoldiging maak nie, uitgesonderd die volgende:—

- 'n Aftekening ten opsigte van enige openbare vakansiedag, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Tweede Kersdag of Kersdag, waarop 'n werknemer verplig of toegelaat is om nie te werk nie, van die besoldiging wat hy sou ontvang het indien hy op sodanige dag gewerk het.
- Die werknemer se bydraes of ledegeld tot enige bystands-, pensioen- of vakansiefonds, waar die werkgewer en werknemer skriftelik onderling ooreengekom het dat sodanige ledegeld of bydraes, of enigeen daarvan, afgetrek moet word.
- Behoudens die bepalings van klousule 16, as 'n werknemer weens siekte of 'n ongeluk van sy werk afwesig was of op 'n houthou van sy werk weggebly het, 'n bedrag in verhouding tot die tydperk van die afwesigheid.
- Wanneer daar korttyd in 'n bedryfsinrigting ingestel is, 'n aftekening kragtens subklousule (6) van klousule 13 van hierdie Ooreenkoms.
- Enige bedrag wat die werkgewer ingevolge 'n wet of 'n hofbevel verplig is of toegelaat word om af te trek.
- Die werknemer se ledegeld aan die vakvereniging.

16. SIEKTEVERLOF.

'n Werkgewer moet aan sy werknemer na drie maande diens by hom en wat van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag of oormatige gebruik van sterk drank veroorsaak is nie, uitgesonderd 'n ongeluk vergoedbaar kragtens die Ongevalwet, 1941, soos gewysig—

- in die geval van 'n werknemer wat 'n sesdaagse week werk, altesaam twaalf werkdag;
- in die geval van 'n werknemer wat 'n vyfdaagse week werk, altesaam tien werkdag;

siekteverlof toestaan gedurende 'n jaar diens by hom, en moet die werknemer vir die tydperk van afwesigheid, uitgesonderd die eerste dag van sodanige afwesigheid, ingevolge hierdie klousule minstens die besoldiging betaal wat hy sou ontvang het as hy sy gewone werkure gedurende sodanige tydperk gewerk het; met dien verstande dat 'n werkgewer die inlewering van 'n sertifikaat deur 'n mediese praktisyn onderteken, kan vereis, wat die aard en duur van die werknemer se siekte aandui ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, as 'n voorwaarde wat eers nagekom moet word voordat hy enige bedrag ten opsigte van sodanige afwesigheid betaal.

17. STUKWERK EN TAAKWERK.

(1) *Omskrywing van „stukwerk“.*—Die uitdrukking „stukwerk“ wat in hierdie klousule gebesig 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 klousule gebesig 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 nie.

(5) (a) As 'n werkgewer 'n aansporingskema wil instel, moet hy 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers saamstel wat na oorlegpleging met die vakverenigingsparty by hierdie Ooreenkoms kan ooreenkom oor die voorwaardes van enige sodanige skema.

(b) Wanneer aansporingswerk verrig word, moet 'n werknemer aldus in diens die volle bedrag deur die werkgewer betaal word kragtens aansporingswerkloone waarvoor die werknemer en sy werkgewer ooreengekom het; met dien verstande egter dat geen werknemer minder betaal moet word as die voorgeskrewe bedrag vir 'n werknemer van sy klas nie wat hy sou verdien het as hy op 'n basis van tyd gewerk in diens was vir die tyd wat geneem is om die betrokke werk te verrig.

(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 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.
- The employee's 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.
- Save as is provided for in clause 16, 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.
- When short time has been introduced in the establishment, a deduction in terms of sub-clause (6) of clause 13 of this Agreement.
- Any amount which the employer is compelled or permitted to deduct in terms of any law or Order of Court.
- The employee's subscription to the trade union.

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, as amended—

- in the case of an employee who works a six-day week, twelve working days;
- 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 clause 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 clause 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) (a) Should an employer wish to introduce an incentive scheme, he shall set up a joint committee of representatives of the management and the employees, which after consultation with the trade union party to this agreement, may agree upon the terms of any such scheme.

(b) Whenever incentive work is performed, an employee so employed shall be paid the full amount 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. VERBOD OP BUITEWERK.

(1) 'n Werkgewer mag nie 'n ander werknemer in die Nywerheid as sy eie werf om werk in die Nywerheid te verrig 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 as sy eie in die Nywerheid vereis of hom toelaat om werk op sy perseel te verrig nie.

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

19. VERBOD OP INDIENSNEEMING VAN 'N PERSOON ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgewer mag nie 'n persoon onder die ouderdom van vyftien jaar in diens neem nie.

20. INDIENSNEEMING VAN VAKVERENIGINGARBEIDSKRAGTE EN ORGANISASIE VAN WERKNEMERS.

(1) Behoudens die bepalings van subklousule (3) moet lede van die vakvereniging slegs werk van lede van die werkgevers-organisatie aanneem en lede van die werkgeversorganisatie moet slegs lede van die vakvereniging in diens 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 gegrief 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 oorleg met die Raad aldus besluit, is hierdie subklousule nie op so 'n persoon van toepassing met ingang van 'n datum wat die Minister vasstel nie en die gegriefde persoon en die Raad moet van hierdie datum in kennis gestel word; en voorts met dien verstande dat hierdie klousule nie van toepassing is nie ten opsigte van 'n werknemer wat nie geskik is vir lidmaatskap van die vakvereniging nie en voorts met dien verstande dat die voorbehoudsbepalings in hierdie subklousule vervat, onderworpe is aan die bepalings van artikel een-en-vyftig (10) van die Wet.

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

(3) Lede van die werkgeversorganisatie mag 'n persoon wat nie lid van die vakvereniging is nie in diens neem, met dien verstande dat sodanige werknemer binne 'n tydperk van een week na die aanvang van sy diens lid van die vakvereniging word.

21. LEDEGELD AAN VAKVERENIGING.

Elke werkgewer moet kragtens hierdie Ooreenkoms van die weekloon of maandloon van elke persoon in sy diens wat deur hierdie Ooreenkoms geraak word, die bedrag aan ledegeld wat deur sodanige persoon aan die vakvereniging betaalbaar is, aftrek, en moet vervolgens die bedrag aldus afgetrek maandeliks voor of op die 10de dag van die volgende maand op die voorgeskrewe vorm aan die Sekretaris van die Nywerheidsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap), Posbus 1536, Kaapstad, stuur.

22. VAKVERENIGINGSFASILITEITE.

Werkgevers moet vakverenigingbeamptes toelaat om hulle bedryfsinrigtings gedurende middagete-/teepouses te betree ten einde werknemers te organiseer. Geen vakverenigingbeampte mag 'n vergadering op die perseel van die werkgewer hou tensy hy vooraf die toestemming van sodanige werkgewer verkry het nie.

23. WERKGEWERVERENIGINGLEDEGELD.

'n Ledegeld van 25 sent per maand moet deur die werkgewer aan die Cape Jewellery Manufacturers' Association betaal word en moet maandeliks voor of op die 10de dag van die volgende maand aan die sekretaris van die Raad gestuur word saam met 'n opgaaf wat die volgende verstrek:—

- (a) Die naam en adres van die werkgewer;
- (b) die tydperk waarop die bedrag betrekking het.

Die bedrag wat aldus ontvang word, moet daarna deur die sekretaris van die Raad aan die sekretaris van die Cape Jewellery Manufacturers' Association gestuur word.

24. BESKERMENDE KLERE.

Die werkgewer, houer of gebruiker moet twee oorjasse en een baret per jaar kosteloos verskaf aan poleerders en een oorjas en volledige voorskoot aan alle ander werknemers per jaar, en waar nodig pette, stofbrille, handskoene, koeisel of beskermende salf aan enige persoon wat in die fabriek werk of waar van masjiene gebruik gemaak word, wat aan nat of stowwerige prosesse blootgestel is asook aan hitte of enige giftige, vretende of ander skadelike stof wat besering of siekte vir die persoon kan meebring of sy klere kan beskadig. Hierdie beskermende klere bly die eiendom van die werkgewer maar moet deur die werknemer in 'n goeie toestand gehou word.

18. PROHIBITION OF 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 OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

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

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

(1) Subject to the provisions of sub-clause (3), members of the trade union shall accept employment with members of the employers' organisation only and members of the employers' organisation shall 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-clause 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, and provided further that this clause shall not apply in respect of an employee who is not eligible for membership of the trade union and provided further that the provisos contained in this sub-clause shall be subject to the provisions of section fifty-one (10) of the Act.

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

(3) Members of the employers' organisation may employ a non-member of the trade union, provided that such employee becomes a member of the trade union within a period of one week after commencement of employment.

21. TRADE UNION SUBSCRIPTIONS.

Every employer shall by authority of this Agreement deduct from the weekly wages or monthly salaries of each person in his employ affected by this Agreement, the amount of subscription payable by such person to the trade union and shall forward on the prescribed form the amount thus deducted to the Secretary of the Industrial Council for the Jewellery and Precious Metal Industry (Cape), P.O. Box 1536, Cape Town, month by month and not later than the 10th day of the following month.

22. TRADE UNION FACILITIES.

Employers shall permit trade union officials to enter their establishments during lunch/tea intervals 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.

23. EMPLOYER ASSOCIATION SUBSCRIPTIONS.

A subscription of 25 cents per month shall be contributed by the employer to the Cape Jewellery Manufacturers' Association and shall be forwarded to the Secretary of the Council month by month and not later than the 10th day of the following month, together with a statement showing—

- (a) the name and address of the employer;
- (b) the period in respect of which the amount relates.

The amount thus received shall thereafter be transmitted by the Secretary of the Council to the Secretary of the Cape Jewellery Manufacturers' Association.

24. 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 of 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.

25. BEËINDIGING VAN DIENS OF WYSIGING VAN VOORWAARDES.

(1) 'n Werknemer wat weekliks werk of sy werkgever moet minstens een week en 'n werknemer wat maandeliks werk of sy werkgever 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—

- (a) minstens 24 uur skriftelike kennis gegee mag word deur albei partye gedurende die eerste week diens in die geval van sowel weekliks as maandeliks besoldigde werknemers;
- (b) die voorafgaande nie inbreuk maak nie op—
 - (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 vir 'n langer tydperk van kennisgewing as die tydperk wat hierbo voorgeskryf is, voorsiening maak.

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

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

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

(4) Die kennisgewing in subklousule (1) van hierdie klousule genoem, mag nie saamval met en mag nie geskied nie tydens—

- (i) jaarlikse verlof;
- (ii) siekteverlof; en
- (iii) enige tydperk wanneer 'n werknemer verplig is om enige militêre opleiding te ondergaan;

met dien verstande dat 'n dienskontrak outomaties beëindig word indien 'n werknemer vir langer as 13 weke in 'n kalenderjaar van die werk afwesig is om enige rede uitgesonderd militêre opleiding.

(5) Ondanks enigiets anders in hierdie klousule vervat, kan 'n werkgever of werknemer die kontrak sonder kennisgewing beëindig deur die werknemer in plaas van sodanige kennisgewing minstens die volgende te betaal of deur aan die werkgever minstens die volgende te verbeur of te betaal, na gelang van die geval:—

- (i) In die geval van vier-en-twintig uur kennisgewing, die ekwivalent van die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (ii) in die geval van 'n week kennisgewing, die ekwivalent van die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;
- (iii) in die geval van veertien dae kennisgewing, die ekwivalent van dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang; en
- (iv) in die geval van 'n ooreenkoms tussen die partye wat voorsiening maak vir 'n langer tydperk van kennisgewing as die voorgeskryfde tydperk, die ekwivalent van die loon wat die werknemer ontvang ten tyde van sodanige beëindiging vir sodanige tydperk.

26. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever 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 Nywerheidsraad stuur:—

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

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

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

25. 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 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-clause (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, the first or the fifteenth of the month.

(3) An employer shall provide his employee with full-time employment during the notice period prescribed in sub-clause (1), or, 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) The notice referred to in sub-clause (1) of this clause shall not run concurrently with and shall not be given during—

- (i) annual leave;
- (ii) sick leave; and
- (iii) any period an employee is required to undergo any military training;

provided that a contract of employment shall terminate automatically if an employee is absent from work for any reason, excluding military training, for longer than 13 weeks in a calendar year.

(5) Notwithstanding anything else contained in this clause an employer or employee may terminate the contract without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice not less than—

- (i) in the case of twenty-four hours' notice, the equivalent of the daily rate of pay which the employee is receiving at the date of such termination;
- (ii) in the case of a week's notice, the equivalent of the weekly rate of pay which the employee is receiving at the date of such termination;
- (iii) in the case of fourteen days' notice, the equivalent of double the weekly rate of pay which the employee is receiving at the date of such termination; and
- (iv) in the case of an agreement between the parties providing for a longer period of notice than the prescribed period, the equivalent of the rate of pay which the employee is receiving at the date of such termination for such period.

26. REGISTRATION OF EMPLOYERS.

(1) Every employer 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 address of business—
 - (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 address of its registered office, the address at which the operations which fall within the scope of this Agreement are carried on, and the full names of the directors.
- (b) A description of the trades, crafts or operations carried on by the employer.

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

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

27. 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 van Suid-Afrika gedruk word, in een of ander opvallende plek op sy persele wat maklik toeganklik is, opplak en daar opgeplak hou—

- (1) 'n eksemplaar van hierdie Ooreenkoms;
- (2) 'n opsomming van artikels van die Wet op Nywerheidsversoening, soos voorgeskryf by subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956;
- (3) '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 elke week of maand, na gelang van die geval, betaal sal word, vermeld;
- (4) '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 dryf, bevat.

28. HOU VAN REGISTERS.

(1) Die bepalings van subartikel (1) van artikel sewe-en-veertig van die Wet op Nywerheidsversoening, 1956, 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 die bepalings van regulasies uitgevaardig ingevolge subartikel (2) van genoemde artikel word geag by hierdie Ooreenkoms ingelyf te wees.

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

29. WERKNEMERS WAT NIE GESPEFISEER WORD NIE.

Mits die werk binne die bestek van die Nywerheid val, moet 'n werkgewer die Raad onmiddellik by indiensneming in kennis stel van die volledige besonderhede en aard van die werk van enige werknemers wat in diens is in werk wat nie in hierdie Ooreenkoms geklassifiseer is nie. Sodanige kennisgewing word nie vereis indien sulke werknemers die voorgeskrewe besoldiging vir 'n vakman ontvang nie.

30. VRYSTELLINGS.

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

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

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

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

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

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

31. AGENTE VAN DIE RAAD.

Die Raad kan een of meer persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. Sodanige agente moet toegelaat word om bedryfsinrigtings binne te gaan, sodanige navrae te doen en sulke boeke, stukke, tyd- en loonregisters na te gaan, en sodanige persone te ondervra as wat noodsaaklik of wenslik is, met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom is of word.

32. TOEPASSING EN VERTOLKING VAN OOREENKOMS.

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

33. 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 in sy krediet het en uit bydraes van die werkgewers en werknemers; en sodanige bydraes moet die bedrae wees wat in hierdie klousule voorgeskryf word en moet op die wyse hierin voorgeskryf, betaal word.

27. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

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

- (1) a copy of this Agreement;
- (2) a summary of sections of the Industrial Conciliation Act as prescribed by sub-section (1) of section fifty-eight of the Industrial Conciliation Act, 1956;
- (3) 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;
- (4) 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.

28. KEEPING OF RECORDS.

(1) The provisions of sub-section (1) of section fifty-seven of the Industrial Conciliation Act, 1956, prescribing that every employer shall at all times keep in respect of all persons employed by him records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation (such records being generally known and referred to as a “wages book” or “wages register”), and the provisions of any regulations made in pursuance of sub-section (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) The employer shall keep all records required to be kept in terms of the said sub-section 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.

29. EMPLOYEES NOT SPECIFIED.

Providing the work falls within the scope of the industry, an employer shall notify the Council immediately upon engagement, of the full particulars and nature of the work of any employees employed on work not classified in this Agreement. Such notification will not be required if such employees receive the prescribed rate of pay for a journeyman.

30. 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 submitted in writing to the Secretary of the Council.

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

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

(5) The Council shall issue to every person to whom it has granted an exemption a licence of exemption duly signed by the Secretary of 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 this employer.

31. AGENTS OF THE COUNCIL.

The Council may appoint one or more persons as Agents to assist in giving effect to the provisions of this Agreement. Such agents shall be permitted to enter establishments and to make such enquiries and examine such books, documents, time and wage records and registers and to interrogate such persons as may be necessary or expedient for the purpose of ascertaining whether the provisions of this Agreement have been or are being observed.

32. ADMINISTRATION AND INTERPRETATION OF AGREEMENT.

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

33. 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 clause.

(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, 'n bedrag ooreenkomstig die volgende skaal as en vir so 'n werknemer se weeklikse bydrae aftrek:—

Een sent vir elke twee rand van die gewone weeklikse besoldiging, met dien verstande dat in die geval van besoldiging wat R2 per week te bowe gaan, bedrae van meer as R1 maar minder as R2, beskou word as 'n volle R2 vir die doel van bydraeberekenings.

(b) *Werknemers wat maandeliks besoldig word.*—Elke werkgewer moet op elke maandelikse betaaldag van die maandloon van elkeen van sy maandeliks betaalde werknemers 'n bedrag van—

een sent vir elke twee rand van die gewone maandelikse besoldiging aftrek, met dien verstande dat in die geval van besoldiging wat R2 per week te bowe gaan, bedrae van meer as R1 maar minder as R2, by die berekening van bydraes as 'n volle R2 beskou word.

(3) *Werknemers met 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.

(4) As die dienste van 'n werknemer voor die begin van die jaarlikse vakansieverlof beëindig word, moet sy werkgewer '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 vanaf die datum van sy indienstreding by dieselfde werkgewer, na gelang van die jongste datum, tot 12 maande staan.

(5) *Bydraes van werkgewers.*—Die werkgewer moet by elke bedrag wat hy ingevolge subklousule (2) (a) en (b) aftrek, 'n gelyke bedrag as en vir sy bydrae daarby voeg ten opsigte van elke persoon in diens wat binne die bestek van hierdie Ooreenkoms val.

(6) *Aanstuur van bydraes.*—Elke werkgewer moet die totale bedrag van die bydraes binne elke kalendermaand ingevolge subklousules (2) en (3) saam met 'n opgawe wat behoorlik deur hom ingevul en onderteken is, voor die 10de dag van die daaropvolgende maand aan die Sekretaris van die Nywerheidsraad, Posbus 1536, Kaapstad, stuur.

34. GETALVERHOUDING.

(1) 'n Werkgewer mag nie meer as twee kwekelinge vir elke vakman in diens neem in elke klas werk nie, wat in diens is in enige van die werksaamhede wat in klousule 6 A van hierdie Ooreenkoms vermeld word.

(2) 'n Werkgewer mag nie meer as twee kwekelinge vir elke markasietvakman in diens neem nie, wat in diens is in enige van die werksaamhede wat in klousule 6 C van hierdie Ooreenkoms vermeld word.

(3) Vir die toepassing van hierdie klousule—

(a) word 'n werkgewer wat uitsluitlik of hoofsaaklik in diens is in die werk van enige besondere klas vakman geag 'n vakman te wees in sodanige klas, met dien verstande dat 'n werkgewer nie in meer as een bedryfsinrigting aldus geag word nie;

(b) word 'n werkgewer wat uitsluitlik of hoofsaaklik in diens is in die werk van 'n markasietvakman geag 'n markasietvakman te wees, met dien verstande dat 'n werkgewer nie in meer as een bedryfsinrigting aldus geag word nie;

(c) word 'n kwekeling, uitgesonderd 'n markasietkwekeling, wat die loon van 'n vakman ontvang, as 'n vakman in sy klas beskou;

(d) word 'n markasietkwekeling wat die loon van 'n markasietvakman ontvang, as 'n markasietvakman beskou.

(4) Hierdie klousule is afsonderlik op elke bedryfsinrigting van toepassing.

35. INDIENSNEMINGS, OORPLASINGS EN DIENSBEÏNDIGING.

(1) *Dienskaarte moet by indiensnemings getoon word.*—Behoudens subklousule (3) moet 'n werkgewer, voordat hy 'n applikant vir werk in diens neem, van hom vereis om 'n dienskaart te toon, uitgereik deur die Raad in die vorm van Aanhangsel A van hierdie Ooreenkoms.

Die werkgewer moet sonder versuim wanneer hy 'n persoon in diens neem, in die ruimte verskaf vir „daaropvolgende onder-vinding” die naam van sy fabriek, die indiensnemingsdatum, loon en lewenskostetoelae by indiensneming en beroep invul en die kaart in veilige bewaring hou sodat dit te gelener tyd behandel kan word ingevolge subklousule (2) van hierdie klousule by diensbeëindiging van die werknemer.

(2) *Die dienskaart moet aan werknemer terugbesorg word by diensbeëindiging.*—By die beëindiging van die diens van 'n werknemer, moet die werkgewer sonder versuim die oorblywende besonderhede van die werknemer se diensrekordkaart invul, d.w.s. die datum waarop hy die werkgewer se diens verlaat, loon en lewenskostetoelae op die datum van diensbeëindiging en duur van diens. Daarna moet die ingevulde kaart onderteken en aan die werknemer oorhandig word by diensbeëindiging.

(3) *Procedure as werknemer nie 'n dienskaart inlewer nie.*—Die werkgewer moet sonder versuim by indiensneming toesien dat 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms ingevul word deur die voornemende werknemer en moet dit binne tien dae vanaf die datum van indiensneming aan die Raad stuur.

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

One cent per every two rand of ordinary weekly remuneration, provided that in the case of remuneration in excess of R2 per week, amounts exceeding R1 but less than R2 shall be regarded as completed R2 for the purpose of calculating contributions.

(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 of—

one cent per every two rand of ordinary monthly remuneration, provided that in the case of remuneration in excess of R2 per week, amounts exceeding R1 but less than R2 shall be regarded as completed R2 for the purpose of calculating contributions.

(3) *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.

(4) If the services of an employee are terminated before commencement of the annual holiday leave period, his employer shall deduct from his leave pay 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.

(5) *Employers' Contributions.*—To each amount deducted by the employer in pursuance of sub-clause (2) (a) and (b) the employer shall as and for his contribution add an equal amount, in respect of each and every person employed falling within the scope of this Agreement.

(6) *Remittance of Contributions.*—Each employer shall remit the total sum of the contributions within each calendar month in pursuance of sub-clauses (2) and (3) together with a statement duly completed and signed by him, by the 10th day of the following month, to the Secretary of the Council, P.O. Box 1536, Cape Town.

34. PROPORTION OR RATIO.

(1) An employer shall not employ more than two trainees in respect of every journeyman in each class of work employed in any of the operations set out in clause 6 A of this Agreement.

(2) An employer shall not employ more than two trainees in respect of every marcasite journeyman employed in any of the operations set out in clause 6 C of this Agreement.

(3) For the purpose of this clause—

(a) an employer who is wholly or mainly engaged in performing the work of any particular class of journeyman shall be deemed to be a journeyman in such class, provided that an employer shall not be so deemed in more than one establishment;

(b) an employer who is wholly or mainly engaged in performing the work of a marcasite journeyman shall be deemed to be a marcasite journeyman, provided that an employer shall not be so deemed in more than one establishment;

(c) a trainee, other than a marcasite trainee, receiving the wage of a journeyman shall be regarded as a journeyman of his class;

(d) a marcasite trainee receiving the wage of a marcasite journeyman shall be regarded as a marcasite journeyman.

(4) This clause shall apply separately to each establishment.

35. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT.

(1) *Service Cards to be Produced on Engagement.*—Subject to sub-clause (3) an employer shall, before engaging an applicant for work, require an applicant to produce a service card issued by the Council in the form of Annexure A to this Agreement.

The employer shall forthwith upon engagement enter in the space provided for "subsequent experience" the name of his factory, the date of engagement, wage and cost of living allowance on engagement, occupation and shall retain the card in safe keeping so that it can in due course be dealt with in terms of sub-clause (2) of this clause upon termination of service of the employee.

(2) *Service Card to be Returned to Employee on Termination of Service.*—Upon termination of service of an employee, the employer shall forthwith complete the remaining details on the employee's service record card, i.e., date of leaving, wage and cost of living allowance at date of leaving and length of employment. The completed card shall thereafter be signed and handed to the employee on termination of service.

(3) *Procedure when Employee does not Produce a Service Card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall transmit same to the Council within ten days of the date of engagement.

(4) *Maandelikse opgawe van indiensnemings en diensbeëindigings.*—Elke werkgever moet binne tien dae vanaf die einde van elke kalendermaand 'n rekord in die vorm van Aanhangsel C van hierdie Ooreenkoms invul van alle indiensnemings en diensbeëindigings van werknemers ten opsigte van dié maand; met dien verstande dat waar daar in enige maand geen personeelveranderings plaasgevind het nie, geen opgawe ingedien hoef te word nie.

(5) *Kennisgewing van oorplasings.*—Elke werkgever moet binne tien dae vanaf die einde van elke kalendermaand die Raad van alle oorplasings in beroep van sy werknemers in kennis stel in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms.

Die werkgever moet insgelyks oorplasings op die onderskeie kaarte van elke werknemer wat geraak word, aanteken.

36. ULTRA VIRES.

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

Namens die partye op hede die 12de dag van Desember 1960 te Kaapstad onderteken.

W. OBOLER, *Voorsitter.*

P. HALLIDAY, *Ondervoorsitter.*

G. J. NEL, *Assistent-sekretaris.*

(4) *Monthly Return of Engagements and Termination of Service.*—Every employer shall within ten days of the end of each calendar month complete and transmit to the Council a record in the form of Annexure C to this Agreement of all engagements and terminations of service of employees in respect of that month, provided that where in any month no staff changes have been effected no return need be submitted.

(5) *Transfer to be Notified.*—Every employer shall within ten days of the end of each calendar month, notify the Council of all transfers in occupation of his employees in the form prescribed in Annexure D to this Agreement.

The employer shall likewise record transfers on the respective cards of each employee affected.

36. 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 Cape Town, on behalf of the parties on this 12th day of December, 1960.

W. OBOLER, *Chairman.*

P. HALLIDAY, *Vice-Chairman.*

G. J. NEL, *Assistant Secretary.*

AANHANGSEL A.

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE EN EDELMETAALNYWERHEID (KAAP).

DIENSREKORDKAART.

Familienaam _____		Voorname _____		Reg.-no. _____	
Adres _____		Nuwe adres _____			
Nuwe adres _____		Nuwe adres _____			
Rekord van ondervinding soos op _____					
jaar _____	maande _____	dae _____	Basiese loon _____	p.w. _____	l.k.t. _____
Indien in diens as 'n _____					
gesertifiseer ooreenkomstig Raad se rekords _____					
Handtekening van werknemer _____				Datum _____	
Datum _____				_____ namens Sekretaris.	

LATERE ONDERVINDING.

Fabriek.	Datum van indiensneming.	Loon en l.k.t.	Datum van uitdiens-treding.	Loon en l.k.t.	Beroep.	Duur van diens.			Handtekening van werkgever.
						Jr.	Mde.	Dae.	

Let wel.—By indiensnemings moet hierdie kaart aan die werkgever oorhandig word, wat die eerste drie kolomme moet invul en die kaart moet hou. Op die datum van uitdiens-treding moet die werkgever die laaste kolomme invul en die kaart aan die werknemer terugbesorg.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

SERVICE RECORD CARD.

Surname _____		First names _____		Reg. No. _____	
Address _____		New address _____			
New address _____		New address _____			
Record of experience as at _____					
years _____	months _____	days _____	Basic wage _____	p.w. _____	c.o.l.a. _____
If employed as a _____					
certified in accordance with Council's records _____					
Signature of employee _____				Date _____	
Date _____				_____ for Secretary.	

SUBSEQUENT EXPERIENCE.

Factory.	Date of Engagement.	Wage and C.O.L.A.	Date of Leaving.	Wage and C.O.L.A.	Occupation.	Length of Employment.			Signature of Employer.
						Yrs.	Mts.	Days.	

Note.—On engagements this card must be handed to the employer, who must fill in the first three columns and retain the card. On date of leaving, the employer must fill in the last columns and return the card to the employee.

AANHANGSEL B.

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE EN EDELMETAALNYWERHEID (KAAP).

Posbus 1536,
Kaapstad.

Telefoon 3-6631.

Vyfde Verdieping,
Broadway Industries Centre,
Hoek van Heerengracht en Hertzogboulevard,
Strandgebied,
Kaapstad.

AANSOEK OM WERKNEMER SE DIENSREKORDKAART.

Naam van firma _____

L.W.—Hierdie vorm moet in duplo ingevul word deur alle persone wat vir die eerste keer tot die Nywerheid toetree en deur alle ander persone wat daarna in diens geneem word wat nie in staat is om 'n gesertifiseerde diensrekordkaart van die Raad te toon nie.

Naam van applikant _____

Woonadres _____

Ek, mnr. _____ verklaar hierby dat ek _____ jaar oud is en die volgende ondervinding in die Juweliersware en Edelmetaalnywerheid gehad het:—

Naam van fabriek.	Beroep.	Tydperk.		Totaal.
		Vanaf.	Tot.	

Ek verklaar hierby dat bogenoemde verklaring na die beste van my wete waar en juis is.

Getuie. _____ Datum. _____ Handtekening van applikant. _____
(SLEGS VIR GEBRUIK DEUR RAADSKANTOOR.)
Totale berekening van ondervinding _____ jaar _____ maande _____ dae.
Nagegaan deur _____ No. van diensrekordkaart uitgereik _____
Datum _____

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).

P.O. Box 1536,
Cape Town.

Telephone 3-6631.

Fifth Floor,
Broadway Industries Centre,
Cor. of Heerengracht and Hertzog Boulevard,
Foreshore,
Cape Town.

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD.

Name of firm _____

N.B.—This form must be completed in duplicate by all new entrants to the Industry and by all other persons engaged thereafter who are unable to produce a certified Service Record Card from the Council.

Name of applicant _____

Residential address _____

I, Mr. _____ hereby state that I am _____ years of age and have had the following experience in the Jewellery and Precious Metal Industry:—

Name of Factory.	Occupation.	Period.		Total.
		From.	To.	

I hereby declare that, to the best of my knowledge, the above statement is true and correct.

Witness. _____ Date. _____ Signature of Applicant. _____
(FOR USE OF COUNCIL OFFICE ONLY.)
Total assessments of experience _____ years _____ months _____ days.
Checked by _____ No. of Service Record Card issued _____
Date _____

No. 202.]

[7 Julie 1961.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.JUWELIERSWARE- EN EDELMETAALNYWER-
HEID (KAAP).

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat dië bepalings van die Ooreenkoms en kennisgewing in verband met die Juweliersware- en Edelmetaalnywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. 201 van 7 Julie 1961, oor die algemeen vir persone wie se werkure en beloning ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 202.]

[7 July 1961.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.JEWELLERY AND PRECIOUS METAL INDUSTRY
(CAPE).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Jewellery and Precious Metal Industry (Cape), published under Government Notice No. 201 of the 7th July, 1961, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

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