



# Government Gazette

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18 DESEMBER

[No. 975.]

### GOVERNMENT NOTICES.

#### DEPARTMENT OF LABOUR.

No. R. 2112.] [18 December 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

#### DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.

I, ALFRED ERNEST TROLLIP, 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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Diamond Cutting Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 5 (4) (e) (inclusive), 5 (4) (g) to 8 (2) (inclusive), 9 to 19 (inclusive), 21, 22, 25, 26, 28 and 31 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Republic of South Africa and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions contained in clauses 1, 3 to 5 (4) (e) (inclusive), 5 (4) (g) to 8 (2) (inclusive), 9 to 19 (inclusive), 21, 22, 25, 26, 28 and 31 of the said Agreement shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

A. E. TROLLIP,  
Minister of Labour.

### GOEWERMENTSKENNISGEWINGS.

#### DEPARTEMENT VAN ARBEID.

No. R. 2112.] [18 Desember 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

#### DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Diamantslypnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 1, 3 tot en met 5 (4) (e), 5 (4) (g) tot en met 8 (2), 9 tot en met 19, 21, 22, 25, 26, 28 en 31 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in klousules 1, 3 tot en met 5 (4) (e), 5 (4) (g) tot en met 8 (2), 9 tot en met 19, 21, 22, 25, 26, 28 en 31 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigiens van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,  
Minister van Arbeid.

## SCHEDULE.

## INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.

## AGREEMENT

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

Master Diamond Cutters Association of South Africa (hereinafter referred to as "the employers" or "the employers' Association"), of the one part and the

S.A. Diamond Workers' Union (hereinafter referred to as "the employees" or "Trade Union"), of the other part;

being parties to the Industrial Council for the Diamond Cutting Industry of South Africa.

## 1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed throughout the Republic of South Africa by all employers who are members of the employers' association and who are engaged in the Diamond Cutting Industry and by all the employees who are members of the trade union and who are employed in that Industry and for whom wages are prescribed in this Agreement, except that the Agreement shall apply to apprentices only in so far as it is not inconsistent with the provisions of the Apprenticeship Act, 1944, and as may be amended from time to time, or any regulations thereunder or any contract entered into in terms thereof.

## 2. PERIOD OF OPERATION OF AGREEMENT.

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

## 3. DEFINITIONS.

(1) Any terms used in this Agreement, which are defined in the Act, shall have the same meaning as in the Act. Any reference to any Act shall include any amendments thereto and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, No. 28 of 1956, and as may be amended from time to time;

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Apprenticeship Act, 1944;

"clerical employee" means an employee who is engaged in writing, typing or any other form of clerical work and includes a telephone operator;

"clerical employee, female, qualified," means a female clerical employee who has had not less than four years' experience;

"clerical employee, female, unqualified," means a female clerical employee who has had less than four years' experience;

"clerical employee, male, qualified," means a male clerical employee who has had not less than five years' experience;

"clerical employee, male, unqualified," means a male clerical employee who has had less than five years' experience;

"Council" means the Industrial Council for the Diamond Cutting Industry of South Africa, registered in terms of section nineteen of the Act;

"Diamond Cutting Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of converting uncut gem diamonds into cut polished gem diamonds and further includes the recutting and/or repolishing of gem diamonds and all operations incidental to or consequent upon the process of sawing, cleaving, cutting and polishing gem diamonds;

"Diamond Cutters Licence" means the licence held by a master diamond cutter excluding grade I employees holding a temporary licence while deputising for the master cutter;

"diamond polisher" means a grade I employee who does cross-work or brilliantering;

"establishment" means any premises in or in connection with which one or more employees are employed in the Diamond Cutting Industry;

"experience" means in relation to a clerical employee, the total period or periods of employment which an employee has had as a clerical employee;

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

"grade I employee" means an employee who is a journeyman and who is engaged in cutting, polishing or sawing diamonds;

## BYLAE.

## NYWERHEIDSRAAD VIR DIE DIAMANTSPLY- NYWERHEID VAN SUID-AFRIKA.

## OOREENKOMS

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

Master Diamond Cutters Association of South Africa

(hieronder die "werknemers" of die "werkgewersvereniging" genoem), aan die een kant, en die

S.A. Diamond Workers' Union

(hieronder die "werkgewers" of die "werkgewersvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad van die Diamantslypnywerheid van Suid-Afrika.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet dwarsdeur die Republiek van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersvereniging en by die Diamantslypnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is, wat in daardie Nywerheid werksaam is en vir wie lone in hierdie Ooreenkoms voorgeskryf word, met dié uitsondering dat die Ooreenkoms op vakleerlinge van toepassing is slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos van tyd tot tyd gewysig, of met regulasies wat daarkragtens opgestel of met 'n kontrak wat daarkragtens aangegaan is, onbestaanbaar is nie.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag vasstel en bly van krag vir 'n tydperk van drie jaar of vir dié tydperk wat die Minister mag bepaal.

## 3. WOORDOMSKRYWING.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Waar daar van 'n wet melding gemaak word, word ook alle wysigings daarvan 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 sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, No. 28 van 1956, soos van tyd tot tyd gewysig;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat deur die Raad erken word of 'n vakleerlingkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is;

"klerk" 'n werknemer wat skryf-, tik- of enige ander vorm van klerklike werk verrig en ook 'n telefonis;

"klerk, vrou, gekwalifiseer," 'n vroulike klerk met minstens vier jaar ondervinding;

"klerk, vrou, ongekwalifiseer," 'n vroulike klerk met minder as vier jaar ondervinding;

"klerk, man, gekwalifiseer," 'n manlike klerk met minstens vyf jaar ondervinding;

"klerk, man, ongekwalifiseer," 'n manlike klerk met minder as vyf jaar ondervinding;

"Raad" die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika soos ingevolge artikel negentien van die Wet geregistreer;

"Diamantslypnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om ongeslypte sierdiamante in geslypte en gepoleerde sierdiamante om te skep en voorts ook om sierdiamante opnuut te slyp en/of te poleer en alle werksaamhede uit te voer wat in verband staan met of voortvloeit uit die proses verbonde aan die saag, kloof, slyp en poleer van sierdiamante;

"diamantslyperslisensie" die lisensie gehou deur 'n baasdiamantslyper, uitgesonderd 'n graad I-werknemer wat 'n tydelike lisensie hou terwyl hy as plaasvervanger van 'n baasdiamantslyper optree;

"diamantpoleerder" 'n graad I-werknemer wat kruiswerk of glaswerk verrig;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer werknemers in die Diamantslypnywerheid werksaam is;

"ondervinding" in verband met 'n klerk, die totale tydperk of tydperke diens wat 'n werknemer as 'n klerk gehad het;

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

"graad I-werknemer" 'n werknemer wat 'n vakman is en wa diamante slyp, poleer of saag;

"grade IIA employee" means a mechanic who is a skilled artisan other than a grade I employee who is engaged in work normally performed by a skilled artisan and for the purpose of this definition the expression "skilled artisan" means a person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate or proficiency issued to him by the Registrar of Apprenticeship in terms of section six of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section two (7) or section seven (3) of the said Act;

"grade IIB employee" means an employee who is engaged on scouring wheels;

"grade IIC employee" means an employee who is engaged in one or more of the following duties or operations:—

- Cleaning premises, utensils, machinery, implements, tools or other articles;
- carrying, moving or stacking goods, machinery, implements, tools, utensils or other articles;
- making or maintaining fires or removing refuse or ashes;
- delivering or conveying letters, messages, parcels or other articles on foot or by bicycle, tricycle or manually-propelled vehicle; including a mechanically-propelled bicycle or tricycle of under 55 c.c. engine capacity;
- oiling or greasing machinery;
- making tea or similar beverages; or
- duties not specifically otherwise mentioned in clause 3 (1);

"incentive scheme" means any scheme whereby an employee may earn money over and above a contractual wage agreed upon between employer and employee;

"journeyman" means an artisan who performs grade I work and who—

- has served an apprenticeship in accordance with the requirements of the Apprenticeship Act and in terms of the prescriptions and conditions of apprenticeship in the Diamond Cutting Industry, as provided for by the Minister of Labour; or
- has passed a trade test as prescribed by the Industrial Council.

"Law" includes the Common Law;

"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.

"piecework" means any method of remuneration whereby an employee's entire wage depends solely upon his individual production without any guaranteed minimum wage other than that prescribed by law i.e., the minimum prescribed wage in the Diamond Cutting Industry;

"Secretary" means the Secretary of the Industrial Council for the Diamond Cutting Industry of South Africa;

"short time" means a temporary reduction in the number of ordinary hours of work of an employee due to slackness of trade, shortage of raw materials or the breakdown of plant or machinery caused by accident or other unforeseen cause;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work prescribed in clause 6;

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

(2) In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

#### 4. REMUNERATION.

(1) No employer shall pay and no employee shall accept wages lower than the following:—

|                                           | Per Week. | Per Month. |
|-------------------------------------------|-----------|------------|
|                                           | R         | R          |
| Clerical employee, female, qualified..... | 16.00     | 69.33      |
| Clerical employee, female, unqualified—   |           |            |
| During the first year of experience.....  | 10.25     | 44.42      |
| During the second year of experience..... | 12.00     | 52.00      |
| During the third year of experience.....  | 13.25     | 56.42      |
| During the fourth year of experience..... | 15.00     | 65.00      |
| Clerical employee, male, qualified.....   | 21.50     | 93.17      |
| Clerical employee, male, unqualified—     |           |            |
| During the first year of experience.....  | 12.00     | 52.00      |
| During the second year of experience..... | 14.50     | 62.84      |
| During the third year of experience.....  | 16.00     | 69.34      |
| During the fourth year of experience..... | 18.00     | 78.00      |
| During the fifth year of experience.....  | 20.00     | 86.67      |
| Grade I employee.....                     | 40.00     | 173.34     |
| Grade IIA employee.....                   | 25.00     | 108.34     |
| Grade IIB employee.....                   | 13.00     | 56.34      |
| Grade IIC employee.....                   | 10.00     | 43.34      |
| Watchman.....                             | 10.00     | 43.34      |

"graad IIA-werknemer" 'n werktuigkundige wat 'n geskoolde ambagsman is, uitgesonderd 'n graad I-werknemer, wat werk verrig wat gewoonlik deur 'n geskoolde ambagsman verrig word, en vir die doel van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" 'n persoon wat 'n vakleerlingskap deurgemaak het in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees of wat 'n bekwaamheidsertifikaat besit wat deur die Registrateur van Vakleerlinge ooreenkomstig artikel ses van die Wet op die Opleiding van Ambagsmanne, 1951, aan hom uitgereik is of 'n sertifikaat wat deur genoemde Registrateur aan hom uitgereik is ooreenkomstig of artikel twee (7) of artikel sewe (3) van genoemde Wet;

"graad IIB-werknemer" 'n werknemer wat met skuurwiele werk;

"graad IIC-werknemer" 'n werknemer wat een of meer van die volgende pligte of werksaamhede verrig:—

- Persele, gerei, masjinerie, gereedskap, implemente of ander artikels skoonmaak;
- goedere, masjinerie, implemente, gereedskap, gerei of ander artikels dra, beweeg of opstapel;
- vure maak of in stand hou of afval of as verwyder;
- briewe, boodskappe, pakkette of ander artikels te voet of met 'n fiets, driewiel of handaangedrewe voertuig, met inbegrip van 'n meganies aangedrewe fiets of driewiel met 'n motorvermoë van minder as 50 c.c., aflewering of vervoer;
- masjinerie olie of smeer;
- tee of dergelike drankte berei; of
- pligte vervul wat nie spesifiek in klousule 3 (1) gemeld word nie;

"aansporingskema" 'n skema waarvolgens 'n werknemer meer geld as die kontrakloon waarvoor die werkgever en werknemer ooreengekom het, kan verdien;

"vakman" 'n ambagsman wat graad I-werk verrig en wat—

- 'n vakleerlingskap deurgemaak het ooreenkomstig die vereistes van die Wet op Vakleerlinge en die voorskrifte en voorwaardes van leerlingskap in die Diamantslypnywerheid, soos deur die Minister van Arbeid bepaal; of
- in 'n vakstoets geslaag het soos voorgeskryf deur die Nywerheidsraad;

"Wet" ook die Gemene Reg;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig, van die Verdedigingswet, 1957, moet ondergaan, maar nie ook opleiding wat hy verkies om ooreenkomstig artikel drie-en-twintig van genoemde Wet te ondergaan nie en ook nie enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;

"stukwerk" enige metode van besoldiging waarvolgens 'n werknemer se hele loon uitsluitlik van sy individuele produksie afhang sonder 'n gewaarborgde minimum loon, uitgesonderd dié by wet voorgeskryf, d.w.s. dié minimum voorgeskrewe loon in die Diamantslypnywerheid;

"Sekretaris" die Sekretaris van die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika;

"kort tyd" 'n tydelike vermindering in die getal gewone werke van 'n werknemer weens 'n slappe in die bedryf, 'n tekort aan grondstowwe of die onklaarraking van uitrusting of masjinerie weens 'n ongeluk of ander onvoorsiene omstandigheid;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werke voorgeskryf in klousule 6;

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

(2) By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

#### 4. BESOLDIGING.

(1) Geen lône wat laer as die volgende is, mag deur 'n werkgever betaal en deur 'n werknemer aangeaane word nie:—

|                                          | Per week. | Per maand. |
|------------------------------------------|-----------|------------|
|                                          | R         | R          |
| Klerk, vrou, gekwalifiseer.....          | 16.00     | 69.33      |
| Klerk, vrou, ongekwalifiseer—            |           |            |
| Gedurende die eerste jaar ondervinding.. | 10.25     | 44.42      |
| Gedurende die tweede jaar ondervinding.. | 12.00     | 52.00      |
| Gedurende die derde jaar ondervinding..  | 13.25     | 56.42      |
| Gedurende die vierde jaar ondervinding.. | 15.00     | 65.00      |
| Klerk, man, gekwalifiseer.....           | 21.50     | 93.17      |
| Klerk, man, ongekwalifiseer—             |           |            |
| Gedurende die eerste jaar ondervinding.. | 12.00     | 52.00      |
| Gedurende die tweede jaar ondervinding.. | 14.00     | 62.84      |
| Gedurende die derde jaar ondervinding..  | 16.00     | 69.34      |
| Gedurende die vierde jaar ondervinding.. | 18.00     | 78.00      |
| Gedurende die vyfde jaar ondervinding..  | 20.00     | 86.67      |
| Graad I-werknemer.....                   | 40.00     | 173.34     |
| Graad IIA-werknemer.....                 | 25.00     | 108.34     |
| Graad IIB-werknemer.....                 | 13.00     | 56.34      |
| Graad IIC-werknemer.....                 | 10.00     | 43.34      |
| Wag.....                                 | 10.00     | 43.34      |

(2) Every employer shall notify the Council within seven days on the form prescribed in Annexure B of all increases or decreases or in any alterations to the remuneration which a grade I employee is receiving.

(3) *Basis of Contract.*—For the purposes of this clause the basis of contract of employment of an employee shall be weekly and save as provided in sub-clause (5) and clause 5 (4) and clause 15 (1) (a), an employee shall be paid in respect of a week, not less than the full weekly wage prescribed in sub-clause (1) for an employee of this class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 or less.

(4) *Calculating of wages.*—For the purpose of calculating an employee's wage:—

(a) The hourly wage of an employee shall be his weekly wage divided by forty.

(b) The daily wage of an employee shall be his weekly wage divided by five.

(c) The monthly wage of an employee shall be four and a third times his weekly wage.

(d) The weekly wage of an employee shall be his monthly wage divided by four and a third.

For the purpose of calculating monthly wages due to an employee where a complete month is not worked and a deduction is permissible in terms of clause 5 (4) (b) the amount due shall be arrived at by making a pro-rata deduction for the time not worked by such employee.

(5) *Differential Wage.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own duties or in substitution therefor, work of another class for which a higher wage than that of his own class is prescribed in sub-clause (1) shall pay to such employee for that day a wage equal to the higher weekly wage divided by five; provided that where the sole difference between the classes is, in terms of sub-clause (1), based on experience or sex, the provisions of this sub-clause shall not apply.

#### 5. PAYMENT OF REMUNERATION.

(1) (a) Save as provided in clause 7 any amount due to an employee shall be paid weekly or monthly in cash, or, if the employer and employee have agreed thereto, by cheque, during the hours of work on the usual pay day of the establishment for such employee or on termination of employment if this takes place before the usual pay day, and such amount shall be contained in a sealed envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing:—

(a) the employer's name;

(b) the employee's name or pay roll number, if any, and his occupation;

(c) the number of overtime hours worked by the employee;

(d) the employee's wage;

(e) the details of any other remuneration arising out of the employee's employment;

(f) the details of any deductions made;

(g) the actual amount paid to the employee; and

(h) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(b) Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees a notice specifying the time and place of payment of remuneration, and the day where payment is made weekly, and the date each month where payment is made monthly.

(2) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(3) *Board and Lodging.*—Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, or in the Bantu Labour Regulation Act, 1911, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by him.

(4) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:—

(a) Contributions to the Council in terms of clause 22, deductions for the Holiday Bonus in terms of clause 29, deductions for a sick benefit, insurance, savings, provident or pension fund in terms of any other agreement entered into between the parties hereto and/or declared binding in terms of section forty-eight (1) (a) and (b) or section forty-eight (3) (a) of the Act;

(b) except where otherwise provided for in this Agreement, whenever an employee is not at work, other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence, calculated on the basis of the wage which such employee was receiving in respect of this ordinary hours of work at the time thereof;

(c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;

(2) Elke werkgewer moet die Raad binne sewe dae van alle verhogings of verminderings of veranderings in die besoldiging wat 'n graad I-werknemer ontvang, in kennis stel op die vorm wat in Aanhangsel B voorgeskryf word.

(3) *Kontrakgrondslag.*—Vir die toepassing van hierdie klousule word 'n werknemer op grondslag van 'n weeklikse kontrak in diens geneem, en behoudens die bepalings van subklousule (5) en klousule 5 (4) en klousule 15 (1) (a), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon soos in subklousule (1) vir 'n werknemer van hierdie klas voorgeskryf, betaal word afgesien daarvan of hy in daardie week die maksimum getal gewone ure soos in klousule 6 voorgeskryf of minder gewerk het.

(4) *Berekening van loon.*—Vir die berekening van 'n werknemer se loon:—

(a) is die uurloon van 'n werknemer sy weekloon gedeel deur veertig;

(b) is die dagloon van 'n werknemer sy weekloon gedeel deur vyf;

(c) is die maandloon van 'n werknemer vier en een-derde maal sy weekloon;

(d) is die weekloon van 'n werknemer sy maandloon gedeel deur vier en een-derde.

Vir die berekening van die maandloon wat aan 'n werknemer verskuldig is in gevalle waar hy nie 'n volle maand gewerk het nie en 'n aftrekking ooreenkomstig klousule 5 (4) (b) toelaatbaar is, word die verskuldigde bedrag bepaal deur 'n *pro rata* bedrag af te trek vir die tyd wat sodanige werknemer nie gewerk het nie.

(5) *Differensiële loon.*—'n Werknemer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as een uur altesaam op 'n bepaalde dag of benewens sy eie pligte of ter vervanging daarvan werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié vir sy eie klas in subklousule (1) voorgeskryf word, moet aan sodanige werknemer vir daardie dag 'n loon betaal wat gelyk is aan die hoër weekloon gedeel deur vyf; met dien verstande dat waar die enigste verskil tussen die klasse, ingevolge subklousule (1) op ondervinding of geslag gegrond is, die bepalings van hierdie subklousule nie van toepassing is nie.

#### 5. BETALING VAN BESOLDIGING.

(1) (a) Behoudens die bepalings van klousule 7, moet enige bedrag wat aan 'n werknemer verskuldig is, weekliks of maandeliks in kontant of, as die werkgewer en die werknemer daarvoor ooreengekom het, per tjek betaal word gedurende die werkure op die gewone betaaldag vir sodanige werknemer in die bedryfsinrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, en sodanige bedrag moet vervat word in 'n verseëelde koevert of houer waarop die volgende aangeteken is of wat vergesel gaan van 'n staat wat die volgende toon:—

(a) Die werkgewer se naam;

(b) die werknemer se naam of betaalstaatsnommer as hy so 'n nommer het, en sy beroep;

(c) die getal oortydure deur die werknemer gewerk;

(d) die werknemer se loon;

(e) die besonderhede wat enige ander besoldiging wat uit die werknemer se diens voortspruit;

(f) die besonderhede van alle bedrae wat afgetrek is;

(g) die werklike bedrag wat aan die werknemer betaal word; en

(h) die tydperk ten opsigte waarvan die bedrag betaal word; en sodanige koevert of houer waarop hierdie besonderhede aangeteken is of sodanige staat word die eiendom van die werknemer.

(b) Elke werkgewer moet 'n kennisgewing waarop die tyd en plek vir die betaling van besoldiging en die dag waarop betaling weekliks geskied en die datum waarop betaling elke maand geskied, in sy bedryfsinrigting opklap en opgeklap hou op 'n opvallende plek wat gereedlik vir sy werknemers toeganklik is.

(2) *Aankoop van goedere.*—'n Werkgewer mag van sy werknemer vereis om goedere van hom of van 'n winkel of persoon deur hom aangewys te koop nie.

(3) *Etes en huisvesting.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Bantoe-arbeid Regulerings Wet, 1911, mag 'n werkgewer nie van sy werknemer vereis om etes of huisvesting of etes en huisvesting van hom of van enigeen, of op 'n plek wat hy aanwys, te ontvang nie.

(4) *Boetes en aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes oplê nie en hy mag ook geen bedrag, uitgesonderd die volgende, van sy werknemer se besoldiging aftrek nie:—

(a) Bydraes tot die Raad ooreenkomstig klousule 22, aftrekkings vir vakansiebonus ooreenkomstig klousule 29, aftrekkings vir 'n siektebystand, versekerings-, spaar-, voorsorgs- of pensioenfonds ooreenkomstig enige ander ooreenkoms wat tussen die partye hierby aangegaan is en/of wat verklaar is bindend te wees ingevolge artikel agt-en-veertig (1) (a) en (b) of artikel agt-en-veertig (3) (a) van die Wet;

(b) behoudens andersluidende bepalings in hierdie Ooreenkoms, wanneer 'n werknemer nie by sy werk is nie om 'n ander rede as afwesigheid op las of op versoek van sy werkgewer, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(c) 'n bedrag wat 'n werkgewer kragtens of ingevolge 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek;

(d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Regulation Act, 1911, to accept Board or lodging or Board and lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

|                        | Per Week. | Per Month. |
|------------------------|-----------|------------|
|                        | R         | R          |
| Board.....             | 0.80      | 3.47       |
| Lodging.....           | 0.40      | 1.73       |
| Board and Lodging..... | 1.20      | 5.20       |

(e) *Short Time*.—Whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short time, a deduction proportionate to such reduction, calculated on the basis of the weekly wage which the employee was receiving in respect of his ordinary hours of work at the time thereof; provided that no deduction shall be made—

(i) in the case of short time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short time arising out of the breakdown of plant or machinery caused by accident or other unforeseen cause in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available:

Provided that deductions in terms of this provision shall be limited in respect of short time to a period not exceeding ten working days in the aggregate in any calendar month and not exceeding thirty working days in the aggregate in any one calendar year:

Provided further that the Council may authorise an extension of the period of short time herein permitted if the circumstances in any particular instance indicate in the opinion of the Council that such extension is preferable to the termination of employment and the Council may apply such conditions as it deems advisable in respect of such extension;

(f) subscriptions to the trade union in terms of clause (24) and any other moneys (excluding fines) due to the trade union in terms of its constitution;

(g) a deduction for any money lent by an employer to his employee, provided that no such deductions shall be made from pro rata leave pay due to an employee which is to be forwarded to the Council in terms of clause 7 (7);

(h) a deduction for any money owned by his employee to any other employer in the Industry in respect of money lent to such employee when in the employ of such former employer, provided that the recovery of such money and transmission to the former employer shall be subject to approval by and under the control of the Council.

#### 6. HOURS OF WORK, ORDINARY AND OVERTIME AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work*.—The ordinary hours of work of an employee shall not exceed—

- (a) forty in any week from Monday to Friday inclusive;
- (b) eight on any day.

(2) *Meal Intervals*.—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one half hour during which interval no work shall be performed by the employee and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

- (a) if such interval be longer than one half hour, any period in excess of three quarters of an hour shall be deemed to be hours worked;
- (b) periods of work interrupted by an interval of less than one half of an hour shall be deemed to be continuous.

(3) *Rest Intervals*.—An employer shall grant to each of his employees, other than a sawyer, a rest interval of not less than ten minutes as nearly as practicable in the middle of each morning and afternoon work period during which interval an employee shall not be required or permitted to perform any work, and such interval shall be deemed to be part of the ordinary hours of work.

(4) *Set Time for Meal and Rest Intervals*.—There shall be a set time in each establishment for the intervals referred to in sub-clauses (2) and (3) and every employer shall—

- (a) notify the Council within one month of the publication of this Agreement of such set times in his establishment; and
- (b) notify the Council within one week of any change in connection with paragraph (a).

(5) *Prohibition of Work*.—For the purpose of meal and rest intervals there shall be a total prohibition of work by any grade I employee which prohibition shall include inter alia, the putting in of a wheel, the powdering of a wheel and any other function which pertains to grade I work.

(d) wanneer 'n werknemer daarmee instem of daar van hom vereis word om ooreenkomstig die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Bantoe-arbeid Regelingswet, 1911, etes of huisvesting of etes en huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens die bedrae hieronder gespesifiseer:—

|                          | Per week. | Per maand. |
|--------------------------|-----------|------------|
|                          | R         | R          |
| Etes.....                | 0.80      | 3.47       |
| Huisvesting.....         | 0.40      | 1.73       |
| Etes en huisvesting..... | 1.20      | 5.20       |

(e) *Kort tyd*.—Wanneer die gewone werkure soos voorgeskryf in klousule 6, ingekort word vanweë kort tyd, 'n aftrekking eweredig aan sodanige inkorting en bereken op grondslag van die weekloon wat die werknemer tén opsigte van sy gewone werkure ten tyde daarvan ontvang het; met dien verstande dat geen bedrag afgetrek mag word nie—

(i) in die geval van kort tyd wat ontstaan uit 'n slappe in die bedryf of 'n tekort aan grondstowwe, tensy die werkgewer sy werknemer minstens vier-en-twintig uur vooraf kennis geeë het van sy voorneme om die gewone werkure aldus in te kort;

(ii) in die geval van kort tyd wat ontstaan uit die onklaar-raking van installasie of masjinerie weens 'n ongeluk of 'n ander onvoorsiene omstandigheid, ten opsigte van die eerste uur wat daar nie gewerk is nie, tensy die werkgewer sy werknemer op die vorige dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie:

Met dien verstande dat bedrae wat ingevolge hierdie bepaling afgetrek word, ten opsigte van kort tyd beperk moet word tot 'n tydperk van hoogstens tien werkdæ altesaam in enige kalendermaand en tot hoogstens dertig werkdæ altesaam in enige kalenderjaar:

Voorts met dien verstande dat die Raad 'n verlenging van die tydperk van kort tyd wat hierin toegelaat word, mag goedkeur as die omstandighede in 'n besondere geval na die mening van die Raad 'n aanduiding daarvan is dat sodanige verlenging verkieslik is bo diensbeëindiging, en die Raad mag ten opsigte van sodanige verlenging dié voorwaarde stel wat hy raad-saam ag;

(f) ledegelde van die vakvereniging ooreenkomstig klousule (24) en alle ander gelde (uitgesonderd boetes) wat ingevolge sy konstitusie aan die vakvereniging verskuldig is;

(g) 'n bedrag wat die werkgewer aan sy werknemer geleen het; met dien verstande dat sodanige bedrag nie van die *pro rata* verlofbesoldiging wat aan 'n werknemer verskuldig is en wat ingevolge klousule 7 (7) aan die Raad gestuur moet word, afgetrek mag word nie;

(h) 'n bedrag wat sy werknemer aan 'n ander werkgewer in die Nywerheid skuld ten opsigte van geld aan sodanige werknemer geleen toe hy in die diens van sodanige vorige werkgewer was; met dien verstande dat die invordering van sodanige geld en die versending daarvan aan die vorige werkgewer onderworpe is aan die goedkeuring van en beheer deur die Raad.

#### 6. WERKURE, GEWONE URE EN OORTYDURE, EN BETALING VIR OORTYDWERK.

(1) *Gewone werkure*.—Die gewone werkure van 'n werknemer is hoogstens—

- (a) veertig in 'n week van Maandag tot en met Vrydag;
- (b) agt op 'n bepaalde dag.

(2) *Etenspouses*.—'n Werkgewer mag nie van sy werknemer vereis of hom toelaat om vir meer as vyf uur aanem sonder 'n etenspouse van minstens 'n half uur waarin die werknemer geen werk mag verrig nie, te werk nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydwerk uit te maak nie: Met dien verstande dat—

- (a) indien sodanige pouse langer as 'n half uur is, enige tydperk van langer as vyf-en-veertig minute geag word ure te wees waarin daar gewerk is;
- (b) werktydperke wat onderbreek word deur 'n pouse van minder as 'n halfuur, geag word aaneenlopend te wees.

(3) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers, uitgesonderd 'n saer, 'n ruspouse van minstens tien minute so na aan die middel van elke werktydperk in die oggend en in die namiddag toestaan, en gedurende sodanige pouse mag daar nie van 'n werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse word geag deel van die gewone werkure uit te maak.

(4) *Vaste tyd vir etens- en ruspouses*.—Daar moet in elke bedryfsinrigting 'n vasgestelde tyd wees vir die pouses soos in subklousule (2) en (3) bedoel, en elke werkgewer moet—

- (a) die Raad binne een maand na die datum van publikasie van hierdie Ooreenkoms van sodanige vaste tye in sy bedryfsinrigting in kennis stel; en
- (b) die Raad binne een week in kennis stel van enige verandering in verband met paragraaf (a).

(5) *Werkverbod*.—Vir die doel van die etens- en ruspouses is daar 'n totale verbod op werk deur 'n graad I-werknemer, en sodanige verbod omvat ook die insit van 'n wiel, die strooi van poeier oor 'n wiel en enige ander funksie wat op graad I-werk betrekking het.

(6) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (2) and (3) all hours of work shall be consecutive.

(7) *Overtime.*—All hours worked in excess of the maximum number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

(8) *Prohibition of Overtime.*—An employer shall not require or permit a diamond polisher to work overtime.

(9) *Limitation of Overtime.*—Subject to the provisions of sub-clause (8) an employer shall not require or permit his employee to work overtime for more than—

(a) eight hours in any week;

(b) two hours on any day;

(c) four hours on a Saturday;

provided that permission may be granted by the Council for a further period not exceeding four hours.

(10) *Payment of Overtime.*—An employee who under this clause is permitted to work overtime and who works overtime shall, in respect of each hour or part of an hour so worked, be paid not less than one and one third times his ordinary weekly wage divided by forty.

(11) *Savings.*—The provisions of this clause shall not apply to a watchman.

#### 7. ANNUAL LEAVE.

The following shall apply to grade I employees:—

(1) There shall be an annual holiday leave period in the Industry which shall commence in December of each year (hereinafter referred to as the "Said leave period" or the "Said period"). The Council shall, at its first meeting each year, fix the dates of the said leave period and circularise the Industry of such dates.

The said leave period shall be twelve consecutive working days; provided that if a paid public holiday in terms of clause 9 falls within the said period, another day shall, for each such paid public holiday, be added to the said period as a further period of leave.

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

(3) A grade I employee in the Diamond Cutting Industry shall not undertake employment in the Industry during the said leave period and an employer shall not employ any grade I employee during the said period.

(4) Every employer shall pay to each and every one of his grade I employees who have completed one year's employment with him at the commencement of the said leave period:

(a) 12 days' full pay at his average daily wage in respect of the said period; and

(b) one day's pay at his average daily wage in respect of each of the paid public holidays in terms of clause 9 falling within the said period.

(5) Every employer shall pay to each and every one of his grade I employee who have not completed one year's employment with him at the commencement of the said leave period, one and a quarter days' full pay at his average daily wage in respect of each completed month or part thereof being not less than two weeks of employment with the same employer.

(6) For the purposes of calculating the average daily wage, the total remuneration received by a grade I employee for actual days worked during the calendar year shall be divided by such actual number of days worked by such employee; and the expression "remuneration" shall mean a grade I employee's wage, and bonus in terms of clause 11.

(7) A grade I employee whose contract of employment terminates before the commencement of the said leave period shall be entitled to pro rata leave pay calculated on the basis mentioned in sub-clause (5).

Provided that pro rata leave pay in respect of a grade I employee shall be forwarded to the Council accompanied by a voucher on the form prescribed in Annexure C within seven days of the termination of contract of employment of such employee.

(8) All pro rata leave pay shall be retained by the Council for payment to the employees concerned at the commencement of the said leave period, provided that when a grade I employee leaves the Industry the amount due in respect of leave pay may be paid to him at an earlier date.

The following shall apply to all classes of employees other than grade I employees:—

(9) Subject to the provisions of sub-clause (10) an employer shall grant to his employee in respect of each completed period of twelve months of employment with him, twelve consecutive working days annual leave on full pay calculated on the wage to which he is entitled as from the first day of the leave.

(6) *Werkure moet agtereenvolgend wees.*—Behoudens die bepalinge van subklousule (2) en (3), moet alle werkure agtereenvolgend wees.

(7) *Oortydwerk.*—Alle ure wat daar langer gewerk word as die maksimum getal gewone werkure soos in subklousule (1) voorgeskryf, word geag oortydwerk te wees.

(8) *Verbod op oortyd.*—'n Werknemer mag nie van 'n diamantpoleerder vereis of hom toelaat om oortyd te werk nie.

(9) *Bepanking van oortyd.*—Behoudens die bepalinge van subklousule (8), mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om oortyd vir meer as—

(a) agt uur in 'n week;

(b) twee uur op 'n dag;

(c) vier uur op 'n Saterdag

te werk nie; met dien verstande dat die Raad toestemming vir 'n verdere tydperk van hoogstens vier uur mag verleen.

(10) *Betaling vir oortydwerk.*—'n Werknemer wat ooreenkomstig hierdie klousule toegelaat word om oortyd te werk en wat wel oortyd werk, moet ten opsigte van elke uur of deel van 'n uur aldus gewerk, minstens een en een-derde maal sy gewone weekloon, gedeel deur veertig, betaal word.

(11) *Uitsondering.*—Die bepalinge van hierdie klousule is nie op 'n wag van toepassing nie.

#### 7. JAARLIKSE VERLOF.

Onderstaande bepalinge is op 'n graad I-werknemer van toepassing:—

(1) Daar moet 'n jaarlikse vakansieverloftydperk in die Nywerheid wees wat in Desember elke jaar begin. Sodanige vakansieverloftydperk word hieronder die "genoemde verloftydperk" of "genoemde tydperk" genoem. Die Raad moet op sy eerste vergadering elke jaar die datums van genoemde verloftydperk vasstel en die Nywerheid per omsendbrief van sodanige datums verwittig.

Genoemde verloftydperk moet uit twaalf agtereenvolgende werkdae bestaan; met dien verstande dat, as 'n openbare vakansiedag waarvoor daar ingevolge klousule 9 besoldiging betaal word, binne genoemde tydperk val, 'n ander werkdag vir elke sodanige openbare vakansiedag met besoldiging by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof.

(2) Elke werkgewer moet aan elkeen van sy graad I-werknemers afwesigheidsverlof gedurende genoemde tydperk verleen.

(3) 'n Graad I-werknemer in die Diamantslypnywerheid mag nie gedurende genoemde verloftydperk werk in die Nywerheid onderneem, nie en 'n werkgewer mag nie gedurende genoemde tydperk enige graad I-werknemer laat werk nie.

(4) Elke werkgewer moet aan elkeen van sy graad I-werknemers wat aan die begin van genoemde verloftydperk een jaar diens by hom voltooi het—

(a) twaalf dae se volle besoldiging teen sy gemiddelde dagloon betaal ten opsigte van genoemde tydperk; en

(b) een dag se besoldiging teen sy gemiddelde dagloon betaal ten opsigte van elkeen van die openbare vakansiedae wat binne genoemde tydperk val en waarvoor daar ingevolge klousule 9 besoldiging betaal word.

(5) Elke werkgewer moet aan elkeen van sy graad I-werknemers wat nie aan die begin van genoemde verloftydperk een jaar diens by hom voltooi het nie, een en 'n kwart dae se volle besoldiging teen sy gemiddelde dagloon betaal ten opsigte van elke voltooide maand (of gedeelte daarvan, wat nie korter as twee weke is nie) diens by dieselfde werkgewer.

(6) Vir die berekening van die gemiddelde dagloon, word die totale besoldiging wat 'n graad I-werknemer ontvang het vir die dae werklik gewerk gedurende die kalenderjaar, gedeel deur sodanige getal dae wat sodanige werknemer werklik gewerk het, en beteken die uitdrukking "besoldiging" 'n graad I-werknemer se loon en bonus ingevolge klousule 11.

(7) 'n Graad I-werknemer wie se dienskontrak eindig voor die begin van genoemde verloftydperk, is geregtig op pro rata verlofbesoldiging bereken op die grondslag genoem in subklousule (5); met dien verstande dat die pro rata verlofbesoldiging ten opsigte van 'n graad I-werknemer saam met 'n bewysstuk in die vorm voorgeskryf in Aanhangsel C, binne sewe dae na die beëindiging van die dienskontrak van sodanige werknemer aan die Raad gestuur moet word.

(8) Alle pro rata verlofbesoldiging moet deur die Raad teruggehou word vir betaling aan die betrokke werknemer aan die begin van genoemde verloftydperk; met dien verstande dat, wanneer 'n graad I-werknemer die Nywerheid verlaat, die bedrag wat ten opsigte van verlofbesoldiging verskuldig is, op 'n vroeër datum aan hom betaal mag word.

Onderstaande bepalinge is van toepassing op alle klasse werknemers, uitgesonderd graad I-werknemers:—

(9) Behoudens die bepalinge van subklousule (10), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide tydperk van twaalf maande diens by hom 'n jaarlikse verlof van twaalf agtereenvolgende werkdae verleen met volle besoldiging bereken volgens die loon waarop hy met ingang van die eerste dag van die verlof geregtig is.

(10) The leave prescribed in sub-clause (9) shall be granted at a time to be fixed by the employer: Provided—

- (a) that, if such leave has not been granted earlier, it shall, save as provided in sub-clauses (11) and (14) be granted so as to commence within four months after the completion of the twelve months of employment to which it relates; or, if the employer and employee have agreed thereto in writing before the expiration of the said period of four months, the employer shall grant such leave to the employee as from a date not later than two months after the expiration of the said period of four months;
- (b) that the period of leave shall not be concurrent with sick leave granted in terms of clause 8 nor, unless the employee so requests and the employer agrees in writing, with any period of military training under the Defence Act, 1957;
- (c) that if any of the paid public holidays provided for in clause 9 fall within the period of such leave, another work day shall, for each such holiday, be added to the said period as a further period of leave and the employee shall be paid an amount of not less than his daily wage in respect of each such day added;
- (d) that an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employee's request during the period of twelve months of employment to which the period of leave relates.

(11) (a) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than twenty-four months of employment: Provided—

- (i) that such request is made by such employee not later than four months after the expiry of the first period of twelve months of employment to which the leave relates, and
- (ii) that the date of the receipt of such request is endorsed on the request over his signature by the employer, who shall retain such request for a period of not less than three years from such date or the date of the expiry of the first period of twelve months of employment to which the leave relates, whichever is the later.

(b) The provisions of sub-clause (10) shall *mutatis mutandis* apply to the leave referred to in this sub-clause.

(12) An employee, whose contract of employment terminates during any period of twelve months of employment before the period of leave prescribed in sub-clause (9) in respect of that period, has accrued, shall, upon such termination, and in addition to any other remuneration which may be due to him, be paid in respect of each completed month of such period of employment an amount of not less than one day's pay.

(13) An employee who has become entitled to a period of leave prescribed in sub-clause (9), read with sub-clause (11), and whose contract of employment terminates before such leave has been granted, shall upon such termination be paid the amount he would have received in respect of the leave, had the leave been granted to him as at the date of the termination.

(14) At the request of an employee, an employer may, in lieu of granting the leave prescribed for such employee in sub-clause (9) pay to such employee not less than the amount which the employer would have had to pay to such employee in respect of such leave if the leave were granted; provided that such payment in lieu of leave shall not be permitted more often than once in every two consecutive periods of twelve months' employment.

(15) (a) Notwithstanding anything to the contrary contained in sub-clauses (9) and (14) an employer may grant his employees leave on full pay for the annual holiday leave period referred to in clause 7 (1).

(b) An employee who, at the date of commencement of the leave period referred to in clause 7 (1) is not entitled to the full period of annual leave prescribed in such clause 7 (1) shall in respect of any leave due to him be paid by his employer on the basis set out in sub-clause (12) plus payment for any additional days that may have been added by virtue of the third proviso to sub-clause (10), and for the purpose of annual leave thereafter his employment shall be deemed to commence on the date of such commencement of the leave period referred to in clause 7 (1).

The following shall apply to all classes of employees:—

(16) The remuneration in respect of the leave prescribed in sub-clause (1), and sub-clause (9) read with sub-clause (11), shall be paid not later than the last working day immediately before the date of commencement of the leave.

(10) Die verlof voorgeskryf in subklousule (9), moet verleen word op 'n tyd wat die werkgewer moet vasstel; met dien verstande—

- (a) dat, as sodanige verlof nie vroeër verleen is nie, dit behoudens die bepalings van subklousule (11) en (14) so verleen moet word dat dit begin binne vier maande na die voltooiing van die twaalf maande diens waarop dit betrekking het of, as die werkgewer en die werknemer skriftelik daarvoor ooreengekom het voor die verstryking van genoemde tydperk van vier maande, die werkgewer sodanige verlof aan die werknemer moet verleen met ingang van 'n datum wat nie later is nie as twee maande na die verstryking van genoemde tydperk van vier maande;
- (b) dat die verloftydperk nie mag saamval nie met siekteverlof wat ingevolge klousule 8 verleen is of, tensy die werknemer dit skriftelik versoek en die werkgewer skriftelik daarmee instem, met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957;
- (c) dat, as enigeen van die openbare vakansiedae met besoldiging waarvoor daar in klousule 9 voorsiening gemaak word, binne die tydperk van sodanige verlof val, 'n ander werkdag vir elkeen van sodanige vakansiedae by genoemde tydperk getel moet word as 'n verdere tydperk van verlof en dat die werknemer ten opsigte van elke sodanige dag wat bygevoeg word, 'n bedrag betaal moet word wat minstens gelyk is aan sy dagloon;
- (d) dat 'n werkgewer alle dae geleentheidsverlof wat met volle besoldiging aan sy werknemer op sodanige werknemer se versoek verleen is gedurende die tydperk van twaalf maande diens waarop die verloftydperk betrekking het, van sodanige verloftydperk mag aftrek.

(11) (a) Op die skriftelike versoek van 'n werknemer mag 'n werkgewer die verlof oor 'n tydperk van hoogstens vier-entwintig maande diens laat ophoop; met dien verstande—

- (i) dat sodanige versoek nie later nie as vier maande na die verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, deur sodanige werknemer gerig moet word; en
- (ii) dat die werkgewer die datum van ontvangs van sodanige versoek op die versoek moet aanteken en dit moet onderteken; en die werkgewer moet sodanige versoek bewaar vir 'n tydperk van hoogstens drie jaar met ingang van sodanige datum of die datum van verstryking van die eerste tydperk van twaalf maande diens waarop die verlof betrekking het, naamlik die jongste datum.

(b) Die bepalings van subklousule (10) is *mutatis mutandis* van toepassing op die verlof soos in hierdie subklousule bedoel.

(12) 'n Werknemer wie se dienskontrak gedurende enige tydperk van twaalf maande diens eindig voordat die tydperk van verlof soos voorgeskryf in subklousule (9), ten opsigte van daardie tydperk opgeloopt het, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, 'n bedrag van minstens een dag se besoldiging betaal word ten opsigte van elke voltooide maand van sodanige tydperk van diens.

(13) 'n Werknemer wat geregtig geword het op 'n tydperk van verlof soos voorgeskryf in subklousule (9), gelees met subklousule (11), en wie se dienskontrak eindig voordat sodanige verlof verleen is, moet by sodanige beëindiging die bedrag betaal word wat hy ten opsigte van die verlof sou ontvang het as die verlof op die datum van diensbeëindiging aan hom verleen was.

(14) 'n Werkgewer mag op versoek van 'n werknemer, in plaas van die verlenging van die verlof soos vir sodanige werknemer in subklousule (9) voorgeskryf, aan sodanige werknemer minstens die bedrag betaal wat die werkgewer ten opsigte van sodanige verlof aan die werknemer sou moes betaal het as die verlof verleen was; met dien verstande dat sodanige betaling in plaas van verlof nie meer dikwels toegelaat mag word nie as een maal in elke twee agtereenvolgende tydperke van twaalf maande diens.

(15) (a) Ondanks andersluidende bepalings in subklousule (9) en (14), mag 'n werkgewer aan sy werknemers verlof met volle besoldiging verleen vir die jaarlikse vakansieverloftydperk soos in klousule 7 (1) bedoel.

(b) 'n Werknemer wat op die datum van aanvangs van die verloftydperk soos in klousule 7 (1) bedoel, nie op die volle tydperk van jaarlikse verlof soos in sodanige klousule 7 (1) voorgeskryf, geregtig is nie, moet ten opsigte van enige verlof wat aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag gemeld in subklousule (12) en daarbenewens moet hy betaling ontvang vir alle addisionele dae wat kragtens die derde voorbehoudsbepaling van subklousule (10) bygevoeg mag gewees het, en vir die doel van jaarlikse verlof daarna, word sy diens geag te begin op die datum van sodanige aanvangs van die verloftydperk genoem in klousule 7 (1).

Onderstaande bepalings is op alle klasse werknemers van toepassing:—

(16) Die besoldiging ten opsigte van die verlof soos voorgeskryf in subklousule (1) en subklousule (9), gelees met subklousule (11), moet voor of op die laaste werkdag onmiddellik voor die aanvangsdatum van die verlof betaal word.

(17) For the purpose of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- absent on leave in terms of this clause;
- required to undergo military training under the Defence Act, 1957;
- absent from work on the instructions or at the request of his employer;
- absent on sick leave in terms of clause 8 (1);
- absent on sick leave in terms of the Sick Pay Fund referred to in clause 8 (3);

amounting in the aggregate to not more than eleven weeks in any year in respect of items (a), (c) and (d), or fourteen weeks in any year in respect of items (a), (c) and (e) plus up to four months of any period of military training undergone in that year, and employment shall be deemed to commence—

- in the case of an employee who had before the coming into force of the Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
- in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced; and
- in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later.

Provided that if in any year the period of military training under the Defence Act, 1957, of any employee is less than thirty days, the period of eleven weeks shall be reduced by a period equal to that by which the period of training is less than thirty days.

#### 8. SICK LEAVE.

(1) An employer shall grant to his employee who after two months' employment with him is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, fifteen work days' sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of the period of absence in terms thereof not less than the wage he would have received had he worked during such period.

Provided that an employer may require the production of a certificate signed by a registered 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 payment by him of any amount in respect of any such absence.

Provided further that where, in any establishment, there exists or may be established by virtue of an agreement between an employer and some or all of his employees or between an employer and a registered trade union, a sick benefit fund to which the employer contributes in respect of each of the employees who stand to benefit thereby, an amount not less than the amount paid or payable by each such an employee and out of which fund such an employee is in case of absence or absences from work on account of sickness or accident (other than an accident compensable under the Workmen's Compensation Act, 1941), entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for three weeks in respect of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees.

Provided further that where an employer is by any law required to pay, and pays hospital fees in respect of an employee referred to in such law, the amount so paid may be set off against the payment due in respect of sickness in terms of this clause, but not exceeding the amount which will be payable in respect of any period of sickness provided for herein.

(2) For the purpose of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

- absent on leave in terms of clause 7;
- absent from work on the instructions or at the request of his employer;
- absent on sick leave in terms of sub-clause (1);
- required to undergo military training under the Defence Act, 1957;

amounting in the aggregate in any year to not more than ten weeks in respect of items (a), (b) and (c), plus up to four months of any period of military training undergone in that year, and employment shall be deemed to commence from the date on which an employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later.

(17) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer—

- met verlof ooreenkomstig die bepalings van hierdie klousule afwesig is;
- milêre opleiding ingevolge die Verdedigingswet, 1957, moet ondergaan;
- van sy werk afwesig is op las of op versoek van sy werkgever;
- met siekteverlof ingevolge klousule 8 (1) afwesig is;
- met siekteverlof ingevolge die Siektebesoldigingsfonds genoem in klousule 8 (3), afwesig is

en wat altesaam op hoogstens elf weke in enige jaar te staan kom ten opsigte van items (a), (c) en (d) of veertien weke in enige jaar ten opsigte van items (a), (c) en (e), plus hoogstens vier maande van enige tydperk van milêre opleiding wat hy daardie jaar ondergaan het, en diens word geag te begin—

- in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms op verlof geregtig geword het kragtens enige wet, vanaf die datum waarop sodanige werknemer las op sodanige verlof kragtens sodanige wet geregtig geword het;
- in die geval van 'n werknemer wat voor die datum van inwerking-treding van hierdie Ooreenkoms in diens was en op wie enige wet betreffende jaarlikse verlof, van toepassing was maar wat nie ooreenkomstig die bepalings daarvan op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het; en
- in die geval van enige ander werknemer, vanaf die datum waarop sodanige werknemer by sy werkgever in diens getree het of vanaf die datum van inwerking-treding van hierdie Ooreenkoms, naamlik die jongste datum.

Met dien verstande dat, indien 'n werknemer se tydperk van milêre opleiding ingevolge die Verdedigingswet, 1957, gedurende enige jaar minder as dertig dae is, die tydperk van elf weke verkort moet word met 'n tydperk gelyk aan dié wat die tydperk van opleiding minder as dertig dae is.

#### 8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat na twee maande diens by hom van sy werk afwesig is weens siekte of 'n ongeluk wat nie aan sy eie wangedrag te wyte is nie, uitgesonderd 'n ongeluk waarvoor daar ingevolge die Ongevallewet, 1941, skadevergoeding betaalbaar is, siekteverlof van altesaam vyftien werkdag gedurende 'n bepaalde jaar diens by hom verleen en hom ten opsigte van die tydperk van afwesigheid daarkragtens, minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het.

Met dien verstande dat 'n werkgever mag vereis dat 'n sertifikaat wat deur 'n geregistreerde mediese praktisyn onderteken is, en wat die aard en duur van die werknemer se siekte ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, voorgelê moet word as 'n voorwaarde wat nagekom moet word voordat hy enige bedrag ten opsigte van sodanige afwesigheid betaal.

En voorts met dien verstande dat, waar daar in enige bedryfs-inrigting 'n siektebystandsfonds kragtens 'n ooreenkoms tussen 'n werkgever en party van of al sy werknemers of tussen 'n werkgever en 'n geregistreerde vakvereniging bestaan of gestig word waartoe die werkgever ten opsigte van elkeen van die werknemers wat voordele daaruit mag verkry, 'n bedrag bydra wat minstens gelyk is aan die bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is en waaruit sodanige werknemer in die geval van afwesigheid of afwesighede van werk weens siekte of 'n ongeluk, uitgesonderd 'n ongeluk waarvoor daar ooreenkomstig die Ongevallewet, 1941, vergoeding betaalbaar is, geregtig is om altesaam in een jaar minstens 'n bedrag te ontvang wat gelyk is aan sy volle loon vir drie weke ten opsigte van sodanige afwesigheid of afwesighede onder omstandighede wat wesenlik nie minder gunstig vir die werknemer is nie as hierdie bepaling, die bepalings van hierdie klousule nie ten opsigte van sodanige werknemers van toepassing is nie.

En voorts met dien verstande dat, waar 'n werkgever ingevolge 'n wet hospitaalgeelde ten opsigte van 'n werknemer soos in sodanige wet bedoel, moet betaal en dit wel betaal, die bedrag wat aldus betaal is, afgetrek mag word van die betaling wat ten opsigte van siekte ingevolge hierdie klousule betaalbaar is maar wat nie meer is nie as die bedrag wat ten opsigte van enige tydperk van siekte waarvoor daar hierin voorsiening gemaak word, betaalbaar sal wees.

(2) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin die werknemer—

- met verlof ingevolge klousule 7 afwesig is;
- van sy werk afwesig is op las of op versoek van sy werkgever;
- met siekteverlof ingevolge subklousule (1) afwesig is;
- milêre opleiding ingevolge die Verdedigingswet, 1957, moet ondergaan;

wat in enige jaar altesaam op hoogstens tien weke te staan kom ten opsigte van items (a), (b) en (c), plus hoogstens vier maande van enige tydperk van milêre opleiding wat hy daardie jaar ondergaan het, en diens word geag te begin met ingang van die datum waarop 'n werknemer by sy werkgever in diens getree het of met ingang van die datum van inwerking-treding van hierdie Ooreenkoms, naamlik die jongste datum.

(3) The provisions of sub-clauses (1) and (2) shall not apply to employers who are members of the Master Diamond Cutters Association of South Africa, and to their employees who are members of the S.A. Diamond Workers' Union, and who are contributors to and members of the Council's Sick Pay Fund, which Fund has been established as a subsidiary Agreement of the Council, and such Sick Pay Fund shall be compulsory upon the members of both parties to the Council.

#### 9. PUBLIC HOLIDAYS AND SUNDAYS.

(1) *Public Holidays*.—An employee shall be entitled to and be granted leave on full pay on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday following Ascension Day, Settlers Day, Kruger Day, Day of the Covenant and Christmas Day:

Provided that where such public holiday falls on a Saturday, the provisions of this sub-clause shall not apply:

Provided further that notwithstanding anything to the contrary herein contained, the Council may direct that the paid holidays other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day be substituted wholly or partly by an equivalent or a proportionate number of working days to be taken as paid holidays in substitution therefor and in order to allow for a holiday period being a continuity of closed days:

Provided further that grade I employees who have not completed one year's employment with the same employer at the commencement of the annual leave period in terms of clause 7 (1) shall not be entitled to payment for the Day of the Covenant, Christmas Day and New Year's Day if such paid public holidays fall within such leave period, payment for such public holidays having been provided for in the calculation applicable to payment of pro rata leave pay in terms of clause 7 (5).

(2) If an employee is dismissed and re-engaged by the same employer within 30 days or less of such dismissal the employer shall pay the employee concerned a full day's pay in respect of any public holiday occurring between the dates of dismissal and re-engagement of such employee and such payment shall be made on the first pay day after the re-engagement of the employee concerned, and such re-employment shall constitute continuous employment; provided that the provisions of this sub-clause shall not apply in cases where an employee was employed by any other employer in the industry during the period between the said dismissal and re-engagement.

(3) If there is any difference between the amount paid to an employee in respect of any of the paid public holidays falling outside of the annual holiday leave period in the industry and the amount due based on such employee's average daily wage as specified in clause 7 (6) such difference shall be—

(a) paid by the employer to the employee concerned together with any leave pay paid to such employee in terms of clause 7 (4) or 7 (5); or

(b) forwarded to the Council accompanied by a voucher in the form prescribed in Annexure C together with any pro rata leave pay due in terms of clause 7 (7), and clause 7 (8) shall *mutatis mutandis* apply to any such amount forwarded to the Council.

(4) *Sundays*.—An employer shall not require or permit his employee, other than a watchman, to work on a Sunday.

#### 10. RATIO OR PROPORTION.

An employer shall not employ an unqualified clerical employee unless he has in his employ a qualified clerical employee, and for each qualified clerical employee not more than one unqualified clerical employee may be employed.

#### 11. PIECE-WORK.

(1) Save as provided in clause 5 (4) an employer shall pay his employee employed on piece-work for any period remuneration at the rates agreed upon between the employer and his employee:

Provided that, irrespective of the quantity or output of work done, the employer shall pay to such employee in respect of each week in which piece-work is performed, not less than the weekly wage, prescribed in clause 4 (1), read with clause 6 (10) for an employee of his class, plus five per cent.

(2) An employer shall provide a schedule of the piece-work rates referred to in sub-clause (1), which shall be supplied to the Council and to each of his employees participating in any such scheme.

(3) An employer or employee who intends to cancel or negotiate for an alteration of an agreement in regard to piece-work shall not give less than one week's written notice of such intention, provided that after six months' employment not less than one month's written notice of such intention shall be given.

(3) Die bepalings van subklousules (1) en (2) is nie van toepassing nie op werkgewers wat lede van die Master Diamond Cutters' Association of South Africa is en op hul werknemers wat lede van die S.A. Diamond Workers' Union is en wat bydraers is tot en lede is van die Raad se Siektebesoldigingsfonds, wat as 'n nuwegeëskikte ooreenkoms van die Raad in die lewe geroep is, en sodanige Siektebesoldigingsfonds is verpligtend vir die lede van beide partye by die Raad.

#### 9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer is daarop geregtig om verlof met volle betaling te ontvang, en moet sodanige verlof verleen word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag na Hemelvaartsdag, Setlaarsdag, Krugerdag, Geloftedag en Kersdag:

Met dien verstande dat, waar sodanige openbare vakansiedae op 'n Saterdag val, die bepalings van hierdie subklousule nie van toepassing is nie.

Voorts met dien verstande dat, ondanks andersluidende bepalings hierin vervat, die Raad mag gelas dat vakansiedae met betaling, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag en Kersdag geheel en al of gedeeltelik vervang word deur 'n ekwivalente of ewerdige getal werkdae wat as vakansiedae met betaling ter vervanging daarvan geneem moet word ten einde 'n vakansietydperk moontlik te maak wat bestaan uit 'n aaneenskakeling van geslote dae:

Voorts met dien verstande dat graad I-werknemers wat nog nie aan die begin van die jaarlikse vakansietydperk ingevolge klousule 7 (1) een jaar diens by dieselfde werkgewer voltooi het nie, nie op betaling vir Geloftedag, Kersdag en Nuwejaarsdag geregtig is nie as sodanige openbare vakansiedae met besoldiging binne sodanige verloftydperk val en daar vir die betaling vir sodanige openbare vakansiedae voorsiening gemaak is in die berekening wat van toepassing is op die betaling van 'n *pro rata* verlofbesoldiging ooreenkomstig klousule 7 (5).

(2) As 'n werknemer deur 'n werkgewer ontslaan en binne dertig dae of minder na sodanige ontslag weer deur dieselfde werkgewer in diens geneem word, moet die werkgewer aan die betrokke werknemer 'n volle dag se loon betaal ten opsigte van enige openbare vakansiedag met besoldiging wat tussen die datum van ontslag en die datum van herindiensneming geval het, en sodanige betaling moet geskied op die eerste betaaldag na die herindiensneming van die betrokke werknemer, en sodanige herindiensneming word geag aaneenlopende diens uit te maak; met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie in gevalle waar 'n werknemer deur 'n ander werkgewer in die Nywerheid in diens geneem is gedurende die tydperk tussen genoemde ontslag en herindiensneming.

(3) As daar 'n verskil is tussen die bedrag wat aan 'n werknemer betaal is ten opsigte van enige openbare vakansiedag met besoldiging wat buite die jaarlikse verloftydperk in die Nywerheid val en die verskuldigde bedrag wat gebaseer is op sodanige werknemer se gemiddelde dagloon soos in klousule 7 (6) bepaal, moet sodanige verskil—

(a) deur die werkgewer aan die betrokke werknemer betaal word saam met enige verlofbesoldiging wat ingevolge klousule 7 (4) of 7 (5) aan sodanige werknemer betaal word; of

(b) saam met 'n bewysstuk in die vorm soos voorgeskryf in Aanhangsel C en saam met enige *pro rata* verlofbesoldiging wat ingevolge klousule 7 (7) verskuldig is aan die Raad gestuur word, en is klousule 7 (8) *mutatis mutandis* van toepassing op sodanige bedrag wat aan die Raad gestuur word.

(4) *Sondae*.—'n Werkgewer mag nie van sy werknemer, uitgezonderd 'n wag, vereis of hom toelaat om op Sondag te werk nie.

#### 10. GETALVERHOUDING.

'n Werkgewer mag nie 'n ongekwalifiseerde klerk in diens neem nie tensy hy 'n gekwalifiseerde klerk in sy diens het, en vir elke gekwalifiseerde klerk in sy diens mag hy nie meer as een ongekwalifiseerde klerk in diens neem nie.

#### 11. STUKWERK.

(1) Behoudens die bepalings van klousule 5 (4), moet 'n werkgewer aan sy werknemer wat vir enige tydperk stukwerk verrig, besoldiging betaal soos tussen die werkgewer en sy werknemer ooreengekom; met dien verstande dat, ongeag die hoeveelheid of omvang van die werk wat verrig is, die werkgewer aan sodanige werknemer ten opsigte van elke week waarin stukwerk verrig is, minstens die weekloon moet betaal soos in klousule 4 (1), gelees met klousule 6 (10), voorgeskryf vir 'n werknemer van sy klas, plus vyf persent.

(2) 'n Werkgewer moet 'n lys verskaf van die stukwerk-tariewe soos bedoel in subklousule (1), en sodanige lys moet aan die Raad en aan elkeen van sy werknemers wat aan sodanige skema deelneem, verskaf word.

(3) 'n Werkgewer of 'n werknemer wat voornemens is om 'n ooreenkoms in verband met stukwerk in te trek of onderhandelings aan te knoop in verband met 'n verandering daarvan, moet minstens een week vooraf skriftelik kennis gee van sodanige voorneme; met dien verstande dat daar na verloop van ses maande diens minstens een maand vooraf skriftelik kennis van sodanige voorneme gegee moet word.

(4) No polisher may be employed on piece-work.

(5) *Incentive Bonus Schemes*.—Whenever an employer requires his grade I employees to participate in any incentive bonus scheme, he shall negotiate with such employees for an agreed tariff or rate or basis by which such a bonus can be calculated, and such tariff shall be registered with the Council.

(6) With the exception of sub-clauses (1) and (4) the remaining sub-clause shall *mutatis mutandis* apply to any incentive scheme.

#### 12. PROTECTIVE CLOTHING.

(1) Every grade I employee and apprentice shall be correctly and properly dressed for the safe and efficient performance of his work to the satisfaction of the Council.

(2) Every employer shall pay to each of his grade I employees and apprentices a protective clothing allowance of R6 per year; the allowance shall be paid on the first pay day of February each year.

(3) Any grade I employee or apprentice who is unemployed on the first pay day of February shall be paid a *pro rata* amount of the allowance calculated on the basis of fifty cents per month or part thereof of each remaining month in the yearly cycle; the allowance shall be paid by the first employer with whom he is employed after the first pay day in February and shall be paid on the employee's first pay day.

Provided that in lieu of paying the allowance referred to in sub-clauses (2) and (3) hereof an employer may provide his employee with protective clothing each year, and such protective clothing shall remain the property of the employer.

#### 13. 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.

#### 14. CERTIFICATE OF SERVICE.

At the request of an employee, an employer shall, upon termination of the contract of employment of such employee, furnish him with a certificate of service showing the full names of the employer and his employee, the nature of the employment, the dates of commencement and termination of the contract and the rates of remuneration at the date of such termination.

Provided that in the case of an unqualified clerical employee the employer shall furnish such certificate whether or not requested to do so.

#### 15. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- during the first week of employment, twenty-four hours notice;
- after the first week of employment, and during the first six months of employment, one week's notice;
- after the first six months of employment, one month's notice.

to terminate the contract, or an employer or employee may terminate the contract of employment without notice by paying the employee or forfeiting to the employer not less than—

- in the case of twenty-four hours' notice one-fifth of the weekly wage which the employee is receiving at the date of termination; and
- in the case of one week's notice, the weekly wage which the employee is receiving at the date of termination; and
- in the case of one month's notice four and one-third times the weekly wage which the employee is receiving at the date of termination;

provided that this shall not affect—

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

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall not be given during, nor shall any period thereof run concurrently with, the employee's absence—

- on annual leave in terms of clause 7;
- on three weeks' sick leave in terms of clause 8 (1);
- on sick leave in terms of the Sick Pay Fund referred to in clause 8 (3);

(4) Geen poleerder mag vir stukwerk in diens geneem word nie.

(5) *Aansporingsbonusskemas*.—Wanneer 'n werkgever van sy graad I-werknemers vereis om aan 'n aansporingsbonusskema deel te neem, moet hy met sodanige werknemers onderhandel ten einde 'n tarief of grondslag vas te stel waarop sodanige bonus bereken moet word, en sodanige tarief moet by die Raad geregistreer word.

(6) Met uitsondering van subklousules (1) en (4), is die ander subklousules *mutatis mutandis* op enige aansporingskema van toepassing.

#### 12. BESKERMENDE KLERE.

(1) Elke graad I-werknemer en -vakleerling moet tot tevreedenheid van die Raad reg en behoorlik geklee wees vir die veilige en doeltreffende verrigting van sy werk.

(2) Elke werkgever moet aan elkeen van sy graad I-werknemers en vakleerlinge 'n toelae van R6 per jaar vir beskermende klere betaal; die toelae moet op die eerste betaaldag van Februarie elke jaar betaal word.

(3) 'n Graad I-werknemer of vakleerling wat op die eerste betaaldag van Februarie werkloos is, moet 'n *pro rata* bedrag van die toelae, bereken op grondslag van vyftig sent per maand of gedeelte daarvan, vir elke oorblywende maand in die jaar, kring betaal word; die toelae moet betaal word deur die eerste werkgever by wie hy na die eerste betaaldag in Februarie in diens tree en moet op die werknemer se eerste betaaldag betaal word.

Met dien verstande dat, in plaas van die betaling van die toelae soos in subklousules (2) en (3) hiervan bedoel, 'n werkgever elke jaar aan sy werknemer-beskermende klere kan verskaf, en sodanige beskermende klere bly die eiendom van die werkgever.

#### 13. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN VYFTIEN JAAR.

'n Werkgever mag niemand onder die leeftyd van vyftien jaar in diens neem nie.

#### 14. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, moet 'n werkgever by die beëindiging van 'n dienskontrak van sodanige werknemer hom voorsien van 'n dienssertifikaat wat die volle name van die werkgever en sy werknemer, die aard van die diens, die datum waarop die kontrak begin en beëindig is en die besoldiging op die datum van sodanige beëindiging moet meld.

Met dien verstande dat, in die geval van 'n ongekwalifiseerde klerk, die werkgever sodanige sertifikaat moet verstrek, afgesien daarvan of hy daartoe versoek is of nie.

#### 15. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgever of 'n werknemer wat die dienskontrak wil beëindig, moet—

- gedurende die eerste week diens, vier-en-twintig uur;
- na die eerste week diens en gedurende die eerste ses maande diens, een week; en
- na die eerste ses maande diens, een maand;

vooraf kennis gee van die beëindiging van die kontrak; so nie, kan 'n werkgever of 'n werknemer die dienskontrak sonder kennisgewing beëindig deur minstens die volgende aan die werknemer te betaal of aan die werkgever te verbeur:—

- In die geval waar daar vier-en-twintig uur vooraf kennis gegee moet word, een-vyfde van die weekloon wat die werknemer op die datum van diensbeëindiging ontvang het; en
- in die geval waar daar een week vooraf kennis gegee moet word, die weekloon wat die werknemer op die datum van diensbeëindiging ontvang het; en
- in die geval waar een maand vooraf kennis gegee moet word, vier en een-derde maal die weekloon wat die werknemer op die datum van diensbeëindiging ontvang het;

met dien verstande dat die volgende nie hierdeur geraak word nie:—

- Die reg van 'n werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;
- 'n skriftelike ooreenkoms tussen 'n werkgever en 'n werknemer waarin daar voorsiening gemaak word vir 'n kennisgewingtermyn wat vir albei partye ewe lank en langer is as die kennisgewing wat in hierdie klousule voorgeskryf word;
- die inwerkingtrekking van enige verbeuring of boete wat by wet van toepassing mag wees ten opsigte van 'n werknemer wat dros.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoudsbepaling van subklousule (1) aangegaan word, moet die betaling of verbeuring in plaas van kennisgewing eweredig wees aan die kennisgewingtermyn waaroor daar ooreengekom word.

(3) Die kennis soos in subklousule (1) bedoel, mag nie gegee word nie gedurende, en geen kennisgewing termyn mag saamval nie met, 'n werknemer se afwesigheid—

- met jaarlikse verlof ingevolge klousule 7;
- met drie weke siekteverlof ingevolge klousule 8 (1);
- met siekteverlof ingevolge die Siektebesoldigingsfonds soos in klousule 8 (3) bedoel;

(d) whilst undergoing military training under the Defence Act, 1957.

(4) The notice referred to in sub-clause (1), shall take effect from the date on which it is given, and same as provided for in sub-clause (3), may be given at any time in the case of twenty-four hours' notice and be given on the usual pay day of the establishment in the case of one week's notice.

(5) In the case of all grade I employees the employer shall notify the Council of the notice in terms of this clause by forwarding to the Council a statement signed by the employer and employee concerned, in the form prescribed in Annexure D.

(6) In cases where the notice of termination of contract of employment is cancelled or where there is no break in an employee's service the contract shall be regarded as continuous.

#### 16. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees a legible copy of this Agreement in the form prescribed by the regulations under the Act.

#### 17. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of sub-clause (1) of this clause, the conditions subject to which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw an exemption, whether or not the period for which the exemption was granted has expired.

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

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

(4) The Secretary of the Council shall—

- number consecutively all licences issued;
- retain a copy of each licence issued; and
- where an exemption is granted, forward a copy of the licence to the employer and employee concerned and a further copy to the Divisional Inspector in whose area of jurisdiction the employer's establishment is situated.

(5) Every employer and employee shall observe the provisions of any licence of exemption in terms of this clause.

#### 18. PREMIUMS.

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

#### 19. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of the Agreement.

#### 20. AGENTS.

The Council may appoint one or more specified persons as agents to assist it in giving effect to the provisions of this Agreement. It shall be the duty of every employer and employee to permit such agents to institute or make such enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

#### 21. ADMINISTRATION OF AGREEMENT.

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

(2) Any dispute which may arise regarding the interpretation of any of the provisions of this Agreement shall be referred to the Council.

#### 22. COUNCIL FUNDS.

The funds of the Council shall be vested in and administered by the Council, and shall be provided in the following manner:—

On the first pay day after this Agreement comes into force and on each pay day thereafter, the amounts set out hereunder shall be deducted by the employer from the wages of each of his employees for whom minimum rates of pay are prescribed in this Agreement:

Provided that where an employee is paid weekly the amount applicable shall be deducted on a monthly basis once a month:

(d) terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan.

(4) Die kennisgewing soos in subklousule (1) bedoel, loop vanaf die datum waarop dit gegee word, en behoudens die bepalings van subklousule (3), kan dit te eniger tyd in die geval van vier-en-twintig uur kennisgewing gegee word en kan dit in die geval van een week kennisgewing gegee word op die gewone betaaldag van die bedryfsinrigting.

(5) In die geval van alle graad I-werknemers moet die werkgewer die Raad van die kennisgewing ingevolge hierdie klousule in kennis stel deur aan die Raad 'n verklaring te stuur wat deur die betrokke werkgewer en werknemer onderteken is en wat in die vorm van Aanhangsel D moet wees.

(6) In gevalle waar die kennisgewing van die beëindiging van 'n dienskontrak ingetrek word of waar daar geen breuk in 'n werknemer se diens is nie, word die kontrak geag aaneenlopend te wees.

#### 16. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in die vorm soos voorgeskryf by die regulasies wat kragtens die Wet opgestel is, in sy bedryfsinrigting opplak en opgeplak hou op 'n opvallende plek wat vir sy werknemers gereedlik toeganklik is.

#### 17. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enigen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigen verleen.

(2) Die Raad moet ten opsigte van enigen aan wie vrystelling ooreenkomstig die bepalings van subklousule (1) van hierdie klousule verleen is, die voorwaardes bepaal waarop sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystelling kan intrek afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van hierdie klousule verleen is, 'n vrystellingsertifikaat uitreik wat hy onderteken het en wat die volgende bevat:—

- Die volle naam van die betrokke persoon;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes wat kragtens subklousule (2) van hierdie klousule gestel is vir die verlening van sodanige vrystelling; en
- die tydperk waarin die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

- alle sertifikate wat uitgereik word, agtereenvolgens nummer;
- 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en
- waar vrystelling verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer en die betrokke werknemer stuur en 'n ander kopie aan die afdelingsinspekteur in wie se regsbied die werkgewer se bedryfsinrigting geleë is.

(5) Elke werkgewer en werknemer moet hom hou aan die bepalings van enige vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is.

#### 18. PREMIES.

'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie.

#### 19. BESTAANDE KONTRAKTE.

'n Dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms van krag is of wat na sodanige datum aangegaan word, is aan die bepalings van hierdie Ooreenkoms onderworpe.

#### 20. AGENTE.

Die Raad kan een of meer bepaalde persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. Dit is die plig van elke werkgewer en werknemer om sodanige agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig mag wees.

#### 21. ADMINISTRASIE VAN OOREENKOMS.

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

(2) Enige geskilpunt wat in verband met die uitleg van enigen van die bepalings van hierdie Ooreenkoms mag ontstaan, moet na die Raad verwys word.

#### 22. FONDSE VAN DIE RAAD.

Die fondse van die Raad berus by en word geadmistreer deur die Raad en word op die volgende manier verskaf:—

Op die eerste betaaldag na die inwerkingtreding van hierdie Ooreenkoms en op elke betaaldag daarna, moet die bedrae hieronder gemeld, deur die werkgewer afgetrek word van die lone van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf word:

Met dien verstande dat, waar 'n werknemer weekliks betaal word, die toepaslike bedrag een maal per maand op 'n maandgrondslag afgetrek moet word:

Provided further that where an incomplete month is worked by an employee the full deduction prescribed shall be made for any period of not less than two weeks in any calendar month of employment, and no deduction shall be made for periods of less than two weeks in any month:

Provided further that this shall not effect the annual leave period prescribed in clause 7 (1) for which period the deductions applicable shall be made.

| <i>Employee.</i>        | <i>Monthly Deduction.</i> |
|-------------------------|---------------------------|
| Grade I employees.....  | 40 cents.                 |
| Clerical employees..... | 20 cents.                 |
| Others.....             | 10 cents.                 |

The total amount so deducted, together with an equal amount, which shall be contributed by the employer, shall be forwarded by the employer to the Secretary of the Council, P.O. Box 9478, Johannesburg, not later than the tenth day of the month following that to which the deductions refer, together with a statement in the form prescribed in Annexure A.

### 23. FACILITIES TO TRADE UNION DELEGATES—COUNCIL MEETINGS.

Delegates on the Industrial Council representing the Trade Union shall be given due facilities by their employers to attend any Council meetings and they shall be re-imbursed for wages lost in pursuance of the duties on the Industrial Council from the funds of the Council.

### 24. TRADE UNION DEDUCTIONS.

Every employer shall deduct from wages of his employee on the first pay-day of each month the amount that such employee has to pay as subscription to the Trade Union, if he is a member of such Union; and the employer shall forward the said sum to the Secretary of the Union, P.O. Box 8304, Johannesburg, not later than the seventh of the month following the deduction. The subscription scale shall be notified to the employers concerned from time to time by the Secretary of the Union.

### 25. REGISTRATION OF EMPLOYERS.

(1) Every employer in the Industry shall register with the Council within one month of the publication of this Agreement and every new firm within one month of work in the Industry.

(2) Every employer referred to in sub-clause (1) above, shall at the time of applying for registration furnish the following particulars:—

- (a) Full name(s) of owner(s) or partner(s) or director(s);
- (b) address where work is being carried on;
- (c) number of employees engaged at the time of application.

(3) Notify the Council within two weeks of any changes in connection with (a) and (b), above.

### 26. WORKING EMPLOYERS, PARTNERS AND DIRECTORS.

(1) Any employer, partner or director who performs grade I work on a full time basis, shall advise the Council to this effect.

(2) Any employer, partner or director who discontinues work at the bench as referred to in sub-clause (1) shall advise the Council to this effect.

(3) Any employer, partner or director may at any time perform any of the operations in the Diamond Cutting Industry, provided—

- (a) all working employers, partners and directors engaged in the Industry on grade I work shall observe the working hours, tea and lunch breaks, the hours of opening and closing and provisions for public holidays and annual leave as prescribed in the Agreement;

- (b) where short-time is worked by grade I employees all working employers, partners and directors in such establishments shall observe the reduced hours of work in respect of grade I work;

- (c) all grade I work shall be made done by journeymen only.

(4) The provisions of this clause shall not apply to holders of a master diamond cutter's licence who are engaged in the management of the establishment and registered with the Council in the form prescribed in Annexure E.

### 27. TRADE UNION LABOUR.

(1) No employer who is a member of the Master Diamond Cutters Association of South Africa shall engage or employ a grade I employee unless such person is a member of the South African Diamond Workers' Union and who can produce a recognised employment card issued by the Trade Union. Such card shall be signed by the employer and the employee, and such card shall be returned to the Trade Union by the employee within 48 hours.

Voorts met dien verstande dat, waar 'n werknemer nie vir 'n volle maand gewerk het nie, die volle bedrag afgetrek moet word vir enige tydperk van minstens twee weke in enige kalendermaand diens en dat geen bedrag vir tydperke van minder as twee weke in enige maand afgetrek mag word nie:

Voorts met dien verstande dat die jaarlikse verloftydperk soos in klousule (1) voorgeskryf, nie hierdeur geraak word nie en dat die toepaslike bedrae vir sodanige tydperk afgetrek moet word.

| <i>Klas werknemer.</i>  | <i>Maandelikse aftrekking.</i> |
|-------------------------|--------------------------------|
| Graad I-werknemers..... | 40 sent.                       |
| Klerke.....             | 20 sent.                       |
| Ander.....              | 10 sent.                       |

Die totale bedrag aldus afgetrek, tesame met 'n bedrag wat daaraan gelyk is en wat deur die werkgewer bygedra moet word, moet voor of op die tiende dag van die maand wat volg op die maand waarop die aftrekkings betrekking het, saam met 'n staat in die vorms soos voorgeskryf in Aanhangsel A, deur die werkgewer aan die Sekretaris van die Raad, Posbus 9478, Johannesburg, gestuur word.

### 23. FASILITEITE VIR AFGEVAARDIGDES VAN VAKVERENIGING.—RAADSVERGADERINGS.

Dié afgevaardigdes na die Nywerheidsraad wat die vakvereniging verteenwoordig, moet al die nodige fasiliteite deur hul werkgewers verleen word om enige raadsvergadering by te woon, en hulle moet uit die fondse van die Raad vergoed word vir lône wat hulle as gevolg van die uitvoering van hul pligte in die Nywerheidsraad verloor het.

### 24. AFTREKKINGS VIR VAKVERENIGING.

Elke werkgewer moet op die eerste betaaldag van elke maand dié bedrag van die loon van sy werknemer aftrek wat sodanige werknemer as ledegeld aan die Vakvereniging moet betaal as hy lid van sodanige Vereniging is; en die werkgewer moet genoemde bedrag aan die Sekretaris van die Vakvereniging, Posbus 8304, Johannesburg, stuur, voor of op die sewende dag van die maand wat volg op dié waarin die bedrag afgetrek is. Die Sekretaris van die Vakvereniging moet die skaal waarteen die bedrae afgetrek moet word, van tyd tot tyd aan die betrokke werkgewers bekendmaak.

### 25. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer in die Nywerheid moet hom binne een maand na die publikasie van hierdie Ooreenkoms en elke nuwe firma moet hom binne een maand nadat hy met sy werksaamhede in die Nywerheid begin het, by die Raad laat registreer.

(2) Elke werkgewer soos in subklousule (1) hierbo bedoel, moet ten tyde van aansoek om registrasie die volgende besonderhede verstrek:—

- (a) Volle naam/name van eienaar/eienaars of vennoot/vennote of direkteur/direkteure;
- (b) die adres waar die werk verrig word;
- (c) die getal werknemers in diens ten tyde van aansoek.

(3) Elke sodanige werknemer moet die Raad binne twee weke in kennis stel van enige verandering in verband met (a) en (b) hierbo.

### 26. WERKENDE WERKGEWERS, VENNOTE EN DIREKTEURE.

(1) Elke werkgewer, vennoot of direkteur wat graad I-werk op 'n voltydse grondslag verrig, moet die Raad hiervan in kennis stel.

(2) Elke werkgewer, vennoot of direkteur wat ophou om aan die bank te werk soos in subklousule (1) bedoel, moet die Raad daarvan in kennis stel.

(3) Elke werkgewer, vennoot of direkteur mag te eniger tyd enigeen van die werksaamhede in die Diamantslypnywerheid verrig; met dien verstande—

- (a) dat alle werkende werkgewers, vennote en direkteure wat graad I-werk in die Nywerheid verrig, die werkure, tee-, en etenspouses, die begin- en sluitingstyd en die bepalinge vir openbare vakansiedae en jaarlikse verlof soos in die Ooreenkoms voorgeskryf, moet nakom;

- (b) dat, waar kort tyd deur graad I-werknemers gewerk word, alle werkende werkgewers, vennote en direkteure in sodanige bedryfsinrigtings die ingekorte werkure ten opsigte van graad I-werk moet nakom; en

- (c) dat alle graad I-werk alleenlik deur vakmanne verrig moet word.

(4) Die bepalinge van hierdie klousule is nie van toepassing nie op die besitter van 'n baasdiamantslyperslisensie wat met die bestuur van die bedryfsinrigting belas is en wat op die vorm voorgeskryf in Aanhangsel E, by die Raad geregistreer is.

### 27. VAKVERENIGINGARBEID.

(1) Geen werkgewer wat lid van die Master Diamond Cutters' Association of South Africa is, mag 'n graad I-werknemer aanwerk of in diens neem nie tensy sodanige persoon lid van die South African Diamond Workers' Union is en 'n erkende werkkart wat deur die Vakvereniging uitgereik is, kan toon. Sodanige kaart moet geteken word deur die werkgewer en die werknemer en moet binne agt-en-veertig uur deur die werknemer aan die Vakvereniging terugbesorg word.

(2) No member of the South African Diamond Workers' Union shall accept employment with any employer who is not a member of the Master Diamond Cutters Association of South Africa or remain in the employ of any employer who has ceased to be a member of the Master Diamond Cutters Association of South Africa.

(3) This clause shall not apply to a foreman designated in terms of clause 28 of the Agreement.

#### 28. DESIGNATED FOREMAN.

(1) Whenever an employer employs a foreman in any establishment, the employer shall, in writing to the Council, designate such employee as a foreman.

(2) An employer shall be limited to one foreman in any establishment, provided that the Council may in its sole discretion designate more than one employee as a foreman in terms of this clause if special circumstances exist and warrant additional designation.

(3) The Council shall issue an employer of a foreman with a certificate confirming the employee's designation.

#### 29. HOLIDAY BONUS.

(1) On the first pay day after this Agreement comes into force and on each pay day thereafter each employer shall deduct the following amount from the wages of each of his grade 1 employees who are members of the Trade Union:—

Where an employee is paid weekly, one rand per week.

Where an employee is paid monthly a deduction of one rand in respect of each week based on the number of Fridays in each particular month.

The total amount so deducted, together with an amount of R24.33 per employee per month which shall be contributed by the employer, shall be forwarded to the Secretary of the Trade Union, P.O. Box 8304, Johannesburg, not later than the 10th day of the month following that to which the deductions refer.

(2) The Trade Union shall maintain a trust account and shall receive into the said trust account all moneys so paid and issue a receipt for each such payment, showing the name of the employer making such payment and the name of the employee in respect of whom payment was made.

(3) (a) During the week immediately preceding the date of commencement of the annual leave period in the Industry, the Trade Union shall pay to each employee entitled thereto the amount collected in terms of this clause up till the end of October, contributions for November and December shall be carried forward each year and shall be included in the amount due the following year.

(b) Provided that when an employee leaves the Industry, the amount collected on his behalf may be paid to him at an earlier date.

(c) The members and officials of the Council and office bearers and officials of the Trade Union shall not be liable for the debts and liabilities in respect of the trust vested in the Trade Union in terms of this clause; and they are hereby indemnified against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

#### 30. TRADE UNION ANNUAL GENERAL MEETING.

Members of the Trade Union shall be given due facilities by their employers to attend the Annual General Meeting of the Trade Union, and when such meeting is held during the ordinary hours of work of an employee no deduction shall be made from the remuneration of any employee who is absent from work due to his attendance at such meeting; provided that an employer shall not be required to pay an employee for more than eight hours during any year in respect of any period of absence due to the employee's attendance at the Annual General Meeting.

#### 31. TIME OF STARTING AND FINISHING WORK.

Every employer shall—

(a) affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees a notice specifying the starting and finishing time of work for each day of the week; and

(b) notify the Council within one month of the publication of this Agreement of such time of starting and finishing; and

(c) notify the Council within one week of any change in connection with paragraph (a).

Signed for and on behalf of the parties, this 6th day of November, 1964.

F. GLUCK,

Authorised on behalf of the Master Diamond Cutters Association of South Africa.

J. W. HURTER,

Authorised on behalf of the South African Diamond Workers' Union.

R. W. WARD,

Secretary of the Council.

(2) Geen lid van die South African Diamond Workers' Union mag diens by 'n werkgewer wat nie lid van die Master Diamond Cutters' Association of South Africa is, in diens tree of by 'n werknemer wat opgehou het om lid van die Master Diamond Cutters' Association te wees, in diens bly nie.

(3) Hierdie klousule is nie op 'n voorman wat ingevolge klousule 28 van hierdie Ooreenkoms aangewys is, van toepassing nie.

#### 28. AANGEWYSE VOORMAN.

(1) Waar 'n werkgewer 'n voorman in 'n bedryfsinrigting in diens het, moet die werkgewer die Raad skriftelik in kennis stel dat hy sodanige werknemer as 'n voorman aangewys het.

(2) 'n Werkgewer word beperk tot een voorman in 'n bedryfsinrigting met dien verstande dat die Raad, uitsluitlik na sy goedgevinde, kragtens hierdie klousule meer as een werknemer as voorman mag aanwys indien daar spesiale omstandighede bestaan wat sodanige addisionele aanwysing regverdig.

(3) Die Raad moet aan die werkgewer van 'n voorman, 'n sertifikaat uitreik waarin dié werknemer se aanwysing bekragtig word.

#### 2. VAKANSIEBONUS.

(1) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het en op elke betaaldag daarna moet elke werkgewer onderstaande bedrag van die loon van elkeen van sy graad 1-werknemers wat lid van die Vakvereniging is, aftrek:—

Waar 'n werknemer weekliks besoldig word, een rand per week;

waar 'n werknemer maandeliks besoldig word, een rand ten opsigte van elke week, gebaseer op die getal Vrydae in 'n bepaalde maand.

Die totale bedrag aldus afgetrek, tesame met 'n bedrag van R24.33 per werknemer per maand, wat deur die werkgewer bygedra moet word, moet voor of op die tiende dag van die maand waarop die aftrekkings betrekking het, deur die werkgewer aan die Sekretaris van die Vakvereniging, Posbus 8304, Johannesburg, gestuur word.

(2) Die Vakvereniging moet 'n trustrekening aanhou en alle gelde wat aldus betaal is, in genoemde trustrekening stort en 'n kwitansie vir elke sodanige betaling uitreik wat die naam van die werkgewer wat die bedrag betaal het en die naam van die werknemer ten opsigte van wie die bedrag betaal is, moet meld.

(3) (a) Gedurende die week onmiddellik voor die datum waarop die jaarlikse verloftydperk in die Nywerheid begin, moet die Vakvereniging aan elke werknemer wat daarop geregtig is, die bedrag betaal wat ooreenkomstig hierdie klousule ingevorder is tot en met die einde van Oktober. Die bydraes vir November en Desember moet elke jaar oorgedra en ingesluit word in die bedrag wat die daaropvolgende jaar verskuldig is.

(b) Indien 'n werknemer die Nywerheid verlaat, mag die bedrag wat namens hom ingevorder is, op 'n vroeër datum aan hom betaal word.

(c) Die lede en beambtes van die Raad en die ampsdraers en beambtes van die Vakvereniging is nie vir die skulde en aanspreeklikhede van die trust wat ingevolge hierdie klousule by die Vakvereniging berus, aanspreeklik nie en hulle word hierby gevrywaar teen alle verliese en uitgawes wat hulle mag ly of aangaan in of in verband met die bona fide uitvoering van hul pligte.

#### 30. ALGEMENE JAARVERGADERING VAN VAKVERENIGING.

Die werkgewers van lede van die Vakvereniging moet sodanige lede al die nodige fasiliteite verleen om die Algemene Jaarvergadering van die Vakvereniging by te woon, en wanneer sodanige vergadering gedurende die gewone werkure van 'n werknemer plaasvind, mag geen bedrag van die besoldiging van 'n werknemer wat van sy werk afwesig is omdat hy sodanige vergadering bywoon, afgetrek word nie; met dien verstande dat daar nie van 'n werkgewer vereis word om 'n werknemer vir meer as agt uur gedurende enige jaar ten opsigte van enige tydperk van afwesigheid as gevolg van die werknemer se bywoning van die Algemene Jaarvergadering te betaal nie.

#### 31. BEGIN- EN UITSKEITYD VIR WERK.

Elke werkgewer moet—

(a) 'n kennisgewing wat die begin- en uitskeityd vir die werk van elke dag van die week meld, op 'n opvallende plek wat geredelik vir sy werknemers toeganklik is, in sy bedryfsinrigting opplak en opgeplak hou; en

(b) die Raad binne een maand na die publikasie van hierdie Ooreenkoms in kennis stel van sodanige begin- en uitskeityd; en

(c) die Raad binne een week in kennis stel van enige verandering in verband met paragraaf (a).

Vir en namens die partye onderteken op hede die 6de dag van November 1964.

F. GLUCK,

Gemagtig namens die Master Diamond Cutters' Association of South Africa.

J. W. HURTER,

Gemagtig namens die South African Diamond Workers' Union.

R. W. WARD,

Sekretaris van die Raad.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING  
INDUSTRY OF SOUTH AFRICA.

Tel.: 834-2551/6.

P.O. Box 9478,  
Johannesburg.

## ANNEXURE "A".

Name and address of firm \_\_\_\_\_ Month of \_\_\_\_\_

| Id. No. | Surname. | Christian Names. | Council Levies. | Remarks. |
|---------|----------|------------------|-----------------|----------|
|         |          |                  |                 |          |
|         |          |                  |                 |          |
|         |          |                  |                 |          |
|         |          |                  |                 |          |

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID  
VAN SUID-AFRIKA.

Telefoon: 834-2551/6.

Posbus 9478,  
Johannesburg.

## AANHANGSEL "A".

Naam en adres van firma \_\_\_\_\_ Maand \_\_\_\_\_

| Id.-no. | Van. | Voorname. | Heffings van Raad. | Opmerkings. |
|---------|------|-----------|--------------------|-------------|
|         |      |           |                    |             |
|         |      |           |                    |             |
|         |      |           |                    |             |
|         |      |           |                    |             |

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Johannesburg.

## AANHANGSEL "B".

(Kennisgewing van die verhoging of verlaging van, of enige verandering in die besoldiging van 'n graad I-werknemer.)

Naam van werkgever \_\_\_\_\_  
 Naam van werknemer \_\_\_\_\_  
 Besoldiging wat werknemer ontvang het \_\_\_\_\_  
 Gewysigde besoldiging \_\_\_\_\_  
 Datum van verandering \_\_\_\_\_

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VAN SUID-AFRIKA.

Telefoon: 834-2551/6.

Posbus 9478,  
Johannesburg.

## AANHANGSEL "C".

[(a) Pro rata verlofbesoldiging; (b) Aanpassing vir openbare vakansiedae met besoldiging wat buite die jaarlikse verlofydperk val.]

Naam van werkgever \_\_\_\_\_  
 Naam van werknemer \_\_\_\_\_  
 Dienstermyn deur bewysstuk gedek \_\_\_\_\_  
 Gemiddelde dagloon ooreenkomstig klousule 7 (6) \_\_\_\_\_  
 (a) Pro rata vakansiebesoldiging soos verskuldig, bereken teen 1½ dag se loon vir elke maand wat van toepassing is \_\_\_\_\_

(b) Verskil tussen bedrag betaal ten opsigte van openbare vakansiedae met besoldiging en verskuldigde bedrag soos bereken volgens gemiddelde dagloon \_\_\_\_\_

Handtekening van werknemer \_\_\_\_\_  
 Handtekening van werkgever \_\_\_\_\_  
 Datum \_\_\_\_\_

Een kopie van hierdie bewysstuk moet aan die werknemer oorhandig word. Die oorspronklike, tesame met die bedrae gemeld in (a) en (b) hierbo, moet binne sewe dae na die beëindiging van die dienskontrak van die betrokke werknemer aan die Sekretaris van die Raad gestuur word.

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID  
VAN SUID-AFRIKA.

Telefoon: 834-2551/6.

Posbus 9478,  
Johannesburg.

## AANHANGSEL "D".

[Aangifte van kennisgewing van beëindiging van dienskontrak ingevolge klousule 15 (5).]

Hierby word geboekstaaf dat \_\_\_\_\_ (Naam van werknemer)

in diens by \_\_\_\_\_ (Naam van werkgever)

\*kennis gegee het/kennis gegee is van die beëindiging van sy dienskontrak met ingang van \_\_\_\_\_ (datum), en die dienste van sodanige

werknemer eindig op \_\_\_\_\_ (datum)

Wit u hê dat die Raad hom met hierdie saak moet inmeng?  
 Sê „ja” of „nee” \_\_\_\_\_

Handtekening van werkgever \_\_\_\_\_ \* Ja/Nee.  
 Handtekening van werknemer \_\_\_\_\_ \* Ja/Nee.

Hierdie verklaring moet binne 24 uur nadat daar kennis van die beëindiging van 'n dienskontrak gegee is, aan die Sekretaris van die Raad gestuur word.

\* Skrap wat nie van toepassing is nie.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING  
INDUSTRY OF SOUTH AFRICA.

Tel.: 834-2551/6.

P.O. Box 9478,  
Johannesburg.

## ANNEXURE "B".

(Notification of increase, decrease or any alteration in the remuneration of a Grade I employee.)

Name of Employer \_\_\_\_\_  
 Name of Employee \_\_\_\_\_  
 Rate of pay which Employee was receiving \_\_\_\_\_  
 Altered rate of pay \_\_\_\_\_  
 Date of alteration \_\_\_\_\_

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Johannesburg.

## ANNEXURE "C".

[(a) Pro rata leave pay; (b) Adjustment for paid public holidays falling outside the annual leave period.]

Name of employer \_\_\_\_\_  
 Name of employee \_\_\_\_\_  
 Period of employment covered by voucher \_\_\_\_\_  
 Average daily wage in terms of clause 7 (6) \_\_\_\_\_

(a) Pro rata leave pay due calculated at 1½ days' pay for each month applicable \_\_\_\_\_

(b) Difference between amount paid for paid public holidays and amount due calculated on average daily wage \_\_\_\_\_

Signature of employee \_\_\_\_\_  
 Signature of employer \_\_\_\_\_  
 Date \_\_\_\_\_

One copy of this voucher to be handed to the employee, the original, together with the amounts reflected in (a) and (b) above, to be sent to the Secretary of the Council within seven days of the termination of contract of employment of the employee concerned.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING  
INDUSTRY OF SOUTH AFRICA.

Tel.: 834-2551/6.

P.O. Box 9478,  
Johannesburg.

## ANNEXURE "D".

[Notification of notice of termination of contract of employment in terms of clause 15 (5).]

This is to record that \_\_\_\_\_ (Name of employee)

employed by \_\_\_\_\_ (Name of employer)

\*has given/been given notice of termination of contract of employment to take effect from \_\_\_\_\_ (Date) and the services of

such employee to terminate on \_\_\_\_\_ (Date)

Do you desire the Council's intervention in this matter? State yes or no \_\_\_\_\_

Signature of employer \_\_\_\_\_ \*Yes/No.

Signature of employee \_\_\_\_\_ \*Yes/No.

This statement to be forwarded to the Secretary of the Council within 24 hours of the giving of notice of termination of contract of employment.

\* Delete whichever is inapplicable.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.

Tel.: 834-2551/6.

P.O. Box 9478,  
Johannesburg.

ANNEXURE "E".

[Registration of a holder of a master diamond cutters licence in terms of clause 26 (4).]

This is to record that \_\_\_\_\_  
(Name of holder of licence)  
who is engaged in the management of \_\_\_\_\_  
(Name of establishment)  
is the holder of a master diamond cutters licence.  
Signature of holder of licence \_\_\_\_\_  
Signature of employer \_\_\_\_\_  
Date \_\_\_\_\_

This statement to be forwarded to the Secretary of the Council within one month of the publication of this Agreement, or in the case of new entrants in the Industry as holders of a master diamond cutters licence, within one month of such date of entry.

No. R. 2113.] [18 December 1964.  
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

DIAMOND CUTTING INDUSTRY.

I, ALFRED ERNEST TROLLIP, Minister of Labour hereby, in terms of sub-section (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 Diamond Cutting Industry, published under Government Notice No. R. 2112 of the 18th December, 1964, 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.

A. E. TROLLIP,  
Minister of Labour.

No. R. 2114.] [18 December 1964.  
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

DIAMOND CUTTING INDUSTRY.

I, ALFRED ERNEST TROLLIP, Minister of Labour hereby, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Diamond Cutting Industry, published under Government Notice No. R. 2112 of the 18th December, 1964.

A. E. TROLLIP,  
Minister of Labour.

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.

Telefoon: 834-2551/6.

Posbus 9478,  
Johannesburg.

AANHANGSEL "E".

[Registrasie van besitter van 'n baasdiamantslyperslisensie ooreenkomstig klousule 26 (4).]

Hierby word geboekstaaf dat \_\_\_\_\_  
(Naam van besitter van lisensie)  
wat diens doen in die bestuur van \_\_\_\_\_  
(Naam van bedryfsinrigting)  
die besitter van 'n baasdiamantslyperslisensie.  
Handtekening van besitter van lisensie \_\_\_\_\_  
Handtekening van werkgewer \_\_\_\_\_  
Datum \_\_\_\_\_

Hierdie verklaring moet binne een maand na die publikasie van hierdie Ooreenkoms of, in die geval van nuwe toetreders tot die Nywerheid as besitters van 'n baasdiamantslyperslisensie, binne een maand na die datum van sodanige toetrede, aan die Sekretaris van die Raad gestuur word.

No. R. 2113.] [18 Desember 1964.  
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

DIAMANTSLYPNYWERHEID.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Diamantslypnywerheid, gepubliseer by Goewermentskennisgewing No. R. 2112 van 18 Desember 1964, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,  
Minister van Arbeid.

No. R. 2114.] [18 Desember 1964.  
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

DIAMANTSLYPNYWERHEID.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lous voorgeskryf word in die Ooreenkoms vir die Diamantslypnywerheid wat by Goewermentskennisgewing No. R. 2112 van 18 Desember 1964 gepubliseer is.

A. E. TROLLIP,  
Minister van Arbeid.

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