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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 960

3 June 1977

INDUSTRIAL CONCILIATION ACT, 1956

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).—TRAINING FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Jewellery and Precious Metal Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 7 March 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 10, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 7 March 1982, 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 area specified in clause 1 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Labour.

SCHEDULE

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

TRAINING FUND AGREEMENT

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

The Cape Jewellery Manufacturers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The Jewellers' and Goldsmiths' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part,

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

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GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN ARBEID

No. R. 960

3 Junie 1977

WET OP NYWERHEIDSVERSOENING, 1956

JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP).—OPLEIDINGSFONDSOORENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Juweliersware- en Edelmetaalnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 7 Maart 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 7 Maart 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebied gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE-EN EDELMETAALNYWERHEID (KAAP)

OPLEIDINGSFONDS OOREENKOMS

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

The Cape Jewellery Manufacturers' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

The Jewellers' and Goldsmiths' Union (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

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1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Jewellery and Precious Metal Industry—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

(b) in the Magisterial District of The Cape [excluding those portions which prior to 24 October 1958 and 9 March 1973 (Government Notices 1559 of 24 October 1958 and 173 of 9 February 1973) fell within the Magisterial District of Wynberg, but including that portion of the Magisterial District of Goodwood which, prior to the publication of Government Notice 1882 of 3 October 1975 fell within the Magisterial District of The Cape].

(2) Notwithstanding the provisions of subclause (1), the terms of the Main Agreement shall—

(a) apply only to employees for whom wages are prescribed in this Agreement, and to the employers of such employees;

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister in terms of section 48 of the Act and shall remain in force for a period of five years or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, or the Main Agreement shall have the same meaning as in that Act or Agreement, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Fund" means the Cape Jewellery Industry Training Fund established in terms of this Agreement;

"Main Agreement" means the latest Agreement of the Council published in terms of the Act, which prescribes wages for employees employed in the Industry;

"Secretary" means the Secretary of the Council and includes any official appointed to assist the Secretary;

"Training Centre" means the Cape Jewellery Industry Training Centre established by the Council in terms of this Agreement.

4. TRAINING FUND

(1) There is hereby established a Fund to be known as the "Cape Jewellery Industry Training Fund" for the purpose of establishing a training centre for the Jewellery and Precious Metal Industry and for the purpose of providing training facilities for employees in the Industry.

(2) The Fund shall consist of—

(a) contributions paid into the Fund in accordance with the provisions of clause 6 of this Agreement;

(b) interest derived from the investment of any moneys of the Fund;

(c) any other sums to which the Fund may become entitled.

5. ADMINISTRATION OF FUND

(1) The administration of the Fund shall be vested in the Council.

(2) The expenses of administering the Fund shall be a charge upon the Fund.

(3) All expenses in connection with the establishment of the Training Centre and the provision of training facilities for employees in the Industry shall be a charge on the Fund.

(4) The Council shall have power to—

(a) sanction all payments and expenditure on behalf of the Fund;

(b) engage and dismiss paid employees of the Training Centre, fix their remuneration and define their duties;

(c) appoint subcommittees to assist in the administration of the Fund;

(d) draft such rules as may be required for the successful administration of the Training Centre;

(e) perform all such other duties as the Council may deem necessary or desirable for the proper administration of the Fund.

A copy of the rules of the Fund, if any, and any amendments thereof shall be lodged with the Secretary for Labour.

6. CONTRIBUTIONS TO THE FUND

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Nywerheidsraad vir die Juweliersware-en-edelmetaalnywerheid nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewers-organisasie en deur alle werknemers wat lede is van die vakvereniging;

(b) in die landdrosdistrik Die Kaap [uitgesonderd daardie gedeeltes wat voor 24 Oktober 1958 en 9 Maart 1973 (Goewermementskenningsgewings 1559 van 24 Oktober 1958 en 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het maar met inbegrip van daardie gedeelte van die landdrosdistrik Goodwood wat voor die publikasie van Goewermementskenningsgewing 1882 van 3 Oktober 1975 binne die landdrosdistrik Die Kaap geval het].

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) slegs op werknemers vir wie lone in die Hofooreenkoms voorgeskryf word en op die werkgewers van sodanige werknemers van toepassing;

(b) op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtig aangegaan of 'n voorwaarde wat daarkragtig gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag vasstel en bly van krag vir 'n tydperk van vyf jaar of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, of die Hofooreenkoms omskryf word, het dieselfde betekenis as in dié Wet of Ooreenkoms, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Fonds" die Opleidingsfonds vir die Juwelierswarenywerheid (Kaap) wat kragtens hierdie Ooreenkoms ingestel word;

"Hofooreenkoms" die jongste ooreenkoms van die Raad, gepubliseer ingevolge die Wet, waarin lone voorgeskryf word vir werknemers wat in die Nywerheid werksaam is;

"Sekretaris" die Sekretaris van die Raad en omvat dit enige amptenaar wat aangestel word om die Sekretaris behulpsaam te wees;

"Opleidingsentrum" die Opleidingsentrum vir die Juweliersnywerheid (Kaap) wat deur die Raad kragtens hierdie Ooreenkoms ingestel word.

4. OPLEIDINGSFONDS

(1) Hierby word 'n Fonds wat bekend staan as die "Opleidingsfonds vir die Juwelierswarenywerheid (Kaap)" ingestel met die doel om 'n opleidingsentrum vir die Juweliersware-en-edelmetaalnywerheid te stig en op opleidingsfasiliteite vir werknemers in die Nywerheid te verskaf.

(2) Die Fonds bestaan uit—

(a) bydraes wat in die Fonds inbetaal word ooreenkomstig klousule 6 van hierdie Ooreenkoms;

(b) rente ontvang uit die belegging van die geld van die Fonds;

(c) enige ander bedrae waarop die Fonds geregtig mag word.

5. ADMINISTRASIE VAN FONDS

(1) Die administrasie van die Fonds berus by die Raad.

(2) Die administrasiekoste van die Fonds kom ten laste van die Fonds.

(3) Alle uitgawes in verband met die oprigting van die Opleidingsentrum en die verskaffing van opleidingsfasiliteite vir werknemers in die Nywerheid kom ten laste van die Fonds.

(4) Die Raad het die bevoegdheid om—

(a) namens die Fonds alle betalings en uitgawes goed te keur;

(b) besoldigde amptenare van die Fonds aan te stel en af te dank hul besoldiging vas te stel en hul pligte te bepaal;

(c) subkomitees te benoem om met die administrasie van die Fonds behulpsaam te wees;

(d) dié reëls wat vereis mag word, op te stel vir die suksesvolle administrasie van die Opleidingsentrum;

(e) al die ander pligte wat die Raad vir die behoorlike administrasie van die Fonds wenslik of nodig ag, na te kom.

Kopie van die reëls van die Fonds, indien enige, en alle wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word.

6. BYDRAES TOT DIE FONDS

(1) Ten einde die uitgawes van die Fonds te bestry, moet die Fonds sy eie fondse in stand hou en administreer, en sodanige fondse is in berusting by die Fonds en moet gefinansier word uit gelde en bates wat in die krediet van die Fonds staan en uit bydraes wat werkgewers en werknemers moet betaal, en sodanige bydraes moet uit dié bedrae bestaan en betaal word op dié manier soos in hierdie klousule voorgeskryf.

(2) Every employer shall contribute to the Fund an amount of 2 cents for every R3 of wages paid to weekly paid and monthly paid employees. For purposes of this clause, wages shall include leave pay.

(3) Such contributions shall be calculated for each calendar month and shall be remitted by the employer by not later than the 10th day of the following month, to the Secretary of the Council, P.O. Box 1536, Cape Town, accompanied by a statement duly completed and signed by such employer.

7. FINANCE

(1) All moneys received by the Fund shall be deposited in a banking account opened in the name of the Fund. Payments from the Fund shall be by cheque signed by such persons as may, from time to time, be authorised by the Council.

(2) Moneys in the Fund surplus to its requirements for expenses shall not be invested otherwise than in—

(a) stock of the Government of the Republic of South Africa;

(b) National Savings Certificates;

(c) Post Office savings accounts or certificates;

(d) savings accounts, permanent shares or fixed deposits in building societies or banks; or

(e) in any other manner approved by the Industrial Registrar.

(3) The Council shall appoint a public accountant whose remuneration shall be paid out of the Fund.

The accounts shall be audited every 12 months for the period ended 31 December and a copy shall be transmitted to the Secretary for Labour.

8. DISSOLUTION OF FUND

(a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Training Fund shall continue to be administered by the Council until it be either liquidated or transferred by the Council to any other fund or funds or other body constituted for substantially the same purposes for which this Training Fund was created: Provided that if no new agreement providing for the continuation of the Fund is entered into within one year after the expiry of this Agreement or the Fund not being transferred as aforesaid within such period, the Fund shall be liquidated.

(b) In the event of the Council being dissolved during the currency of this Agreement or any extension thereof or before the expiry of the period of one year referred to in subclause (a) then, notwithstanding anything to the contrary contained in this Agreement contributions to the Fund shall cease as from the day following the date of publication in the *Government Gazette* of the notice of dissolution of the Council in terms of section 34 (2) of the Act and the Fund shall be liquidated in the manner laid down in clause 9 of this Agreement: Provided that the duties in connection with such liquidation shall be performed by the Cape Chamber of Industries or such other body or person as the Registrar may appoint.

9. LIQUIDATION

Upon liquidation of the Fund in terms of clause 8 the moneys remaining to the credit of the Fund after payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council. If the affairs of the Council have already been wound up and its assets distributed the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

10. AGENTS

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such person(s) to enter his establishment and to institute such enquiries and to examine such documents, books, wage sheets and pay envelopes and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

11. EXEMPTIONS

The Council may grant exemption conditionally or otherwise from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

12. INDEMNITY

The members of the Council and their alternates shall not be liable for any loss to the Fund arising by reason of any improper investment made in good faith or by reason of any act in their bona fide administration of the Fund or by reason of the negligence or fraud of any agent or employee who may be employed although the employment of such agent or employee was not strictly necessary or by reason of any act or omission made in

(2) Elke werkgewer moet 'n bedrag van 2 sent vir elke R3 van lone wat aan weekliksbesoldigde en maandeliksbesoldigde werknemers betaal word, tot die Fonds bydra. Vir die doeleindes van hierdie klousule sluit lone verlofbesoldiging in.

(3) Sodanige bydraes moet vir elke kalendermaand bereken word en moet nie later as die 10de dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, gestuur word tesame met 'n staat behoorlik ingevul en onderteken deur sodanige werkgewer.

7. FINANSIES

(1) Alle geld deur die Fonds ontvang moet gestort word in 'n bankrekening wat op naam van die Fonds geopen moet word. Betalings uit die Fonds moet geskied per tjek geteken deur dié persone wat van tyd tot tyd deur die Raad gemagtig word.

(2) Geld in die Fonds wat nie vir sy uitgawes nodig is nie, moet belê word net in—

(a) effekte van die Regering van die Republiek van Suid-Afrika;

(b) Nasionale Spaarsertifikate;

(c) Poskantoorpaarrekenings of -sertifikate;

(d) spaarrekenings, permanente aandele of vaste deposito's in bougenootskappe of -banke; of

(e) op enige ander wyse deur die Nywerheidsregistrator goedgekeur.

(3) Die Raad moet 'n openbare rekenmeester aanstel wie se besoldiging uit die Fonds betaal moet word.

Die rekenings moet elke 12 maande vir die tydperk geëindig 31 Desember geouditeer word en 'n kopie moet aan die Sekretaris vir Arbeid gestuur word.

8. ONTBINDING VAN FONDS

(a) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Opleidingsfonds steeds geadministreer word deur die Raad totdat dit of gelikwider of oorgeplaas word deur die Raad na 'n ander fonds of fondse of ander liggaam wat in die lewe geroep is vir hoofsaaklik dieselfde doeleindes waarvoor hierdie Opleidingsfonds gestig is: Met dien verstande dat as geen nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Fonds, aangegaan word binne een jaar na verstryking van hierdie Ooreenkoms nie, of die Fonds nie soos voornoem binne sodanige tydperk oorgeplaas word nie, die Fonds gelikwider moet word.

(b) Ingeval die Raad gedurende die geldigheidsduur van hierdie Ooreenkoms of 'n verlenging daarvan of voor die verstryking van die tydperk van een jaar bedoel in subklousule (a), ontbind word, dan, afgesien van enige andersluidende bepaling in hierdie Ooreenkoms, moet bydraes tot die Fonds gestaak word met ingang van die dag na die datum waarop die kennisgewing van die ontbinding van die Raad ingevolge artikel 34 (2) van die Wet in die *Staatskoerant* gepubliseer word, en die Fonds moet op die wyse in klousule 9 van hierdie Ooreenkoms bepaal, gelikwider word: Met dien verstande dat die pligte in verband met sodanige likwidasië deur die Kaapse Kamer van Nywerhede of dié ander liggaam of persoon wat die Registrator mag benoem, verrig moet word.

9. LIKWIDASIE

Wanneer die Fonds kragtens klousule 8 gelikwider word, moet die geld wat in die krediet van die Fonds bly staan na uitbetaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-uitgawes, in die algemene fondse van die Raad gestort word. Indien die Raad reeds ontbind en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitmaak.

10. AGENTE

Die Raad kan een of meer persone as agente aanstel om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. Dit is die plig van elke werkgewer om sodanige persoon (persone) toe te laat om sy bedryfsinrigting binne te gaan en dié navrae te doen en dié dokumente, boeke, betaalstate en betaalboekerte te ondersoek, en dié individue te ondervra wat nodig geag mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word.

11. VRYSTELLINGS

Die Raad kan om 'n afdoende rede, aan of ten opsigte van enige persoon, voorwaardelik of andersins, vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

12. VRYWARING

Die lede van die Raad en hul plaasvervangers is nie aanspreeklik nie vir enige verlies wat die Fonds mag ly weens enige onbehoorlike belegging wat te goeder trou gemaak is of weens enige optrede in hul bona fide-administrasie van die Fonds of weens die nalatigheid of bedrog van enige agent of werknemer wat in diens is, afgesien daarvan of die indiensneming van sodanige werknemer streng noodsaaklik was of nie, of weens enige

good faith by such members or alternates or by reason of any other matter or thing save individual wilful or fraudulent wrongdoing on the part of such members or alternates who are sought to be made liable. Any such member or alternate shall be reimbursed by the Fund for any liability incurred by him in defending any proceedings whether civil or criminal, arising out of an allegation involving bad faith in which judgment is given in his favour or in which he is acquitted.

Signed at Cape Town on behalf of the parties on this 14th day of November 1975.

D. J. LIPMAN, Chairman.

E. BENSON, Vice-Chairman.

J. D. F. COLINESE, Secretary.

optrede of versuim aan die kant van sodanige lede of plaasvervangers wat ter goeder trou gemaak is of weens enige ander saak of ding, uitgesonderd 'n individuele voorbedagte of bedrieglike onregmatige daad aan die kant van sodanige lede of plaasvervangers, wat aanspreeklik gehou mag word. Enige sodanige lid of plaasvervanger moet deur die Fonds vergoed word vir enige aanspreeklikheid wat deur hom aangegaan is as verweerder in 'n geding, hetsy siviël of krimineel, wat voortvloei uit 'n bewering van kwade trou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

Namens die partye op hede die 14de dag van November 1975 te Kaapstad onderteken.

D. J. LIPMAN, Voorsitter.

E. BENSON, Ondervoorsitter.

J. D. F. COLINESE, Sekretaris.

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