



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1509

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.—HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Diamantslypnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1983 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (10) (b), 8 (3), 20, 23, 27 en 29, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1983 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 Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 7 (10) (b), 8 (3), 20, 23, 27 en 29, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1983 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

P. BOTHA, Minister van Arbeid.

62518—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1509

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—MAIN 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 all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Diamond Cutting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1983, 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;

(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), 2, 7 (10) (b), 8 (3), 20, 23, 27 and 29, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1983, 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 section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 7 (10) (b), 8 (3), 20, 23, 27 and 29, 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.

S. P. BOTHA, Minister of Labour.

5701—1

BYLAE

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

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

Master Diamond Cutters' Association of South Africa

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Diamond Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word oral in die Republiek van Suid-Afrika deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Diamantslypnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid in diens is.

(2) Ondanks subklousule (1), is die bepalings van hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op die werkgewers van dié werknemers;

(b) op vakleerlinge van toepassing slegs in sover dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of regulasies wat daarkragtens opgestel of 'n kontrak wat daarkragtens aangegaan is nie.

(3) Ondanks subklousule (2) (a), is slegs klousule 25 van hierdie Ooreenkoms van toepassing op die werkgewers van graad IB-werknemers ten opsigte van sulke werknemers.

(4) Ondanks subklousule (2) (a), is hierdie Ooreenkoms van toepassing op voormanne waar van toepassing ingevolge die bepalings daarvan.

(5) Hierdie Ooreenkoms is nie van toepassing ten opsigte van kloofwerk nie.

(6) Hierdie Ooreenkoms is nie van toepassing ten opsigte van die monteer van diamante vir, die plasing van diamante in, en die bediening van die Piernatic Automatic Polishing Machine of ander masjien wat van dieselfde outomatiese eienskappe gebruik maak nie.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet bepaal en bly van krag vir 'n tydperk van ses jaar of dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

(1) Alle uitdrukings 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, omvat dit alle wysigings daarvan en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vroue; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, Wet 28 van 1956; "vakleerling" 'n werknemer wat—

(a) 'n vakleerling op proef is; of

(b) 'n leerlingkap uitdien ingevolge die Wet op Vakleerlinge, 1944; of

(c) behoorlik vrygestel is van die Wet op Vakleerlinge, 1944: Met dien verstande dat so 'n werknemer die seun, skoonseun of dogter is van eienaars, vennote of direkteure en dat sodanige eienaars, vennote of direkteure 5 persent of meer van die aandeel besit, en van die houder van 'n diamantslyperslisensie in die bedryfsinrigting waarin hy of sy in diens is;

"gemiddelde dagloon" die totaal aan loon, vaste weeklikse of maandelikse bonus en aansporingsbesoldiging ingevolge klousule 11 wat aan 'n werknemer verskuldig is vir die werklike getal dae gewerk gedurende die kalenderjaar of gedeelte daarvan wat hy by die werkgewer in diens was, gedeel deur die totaal van dié werklike getal dae wat die werknemer gewerk het;

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

"Raad" die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika, geregistreer ingevolge artikel 19 van die Wet;

"diamantslyper" 'n graad I-werknemer wat diamante slyp;

"aangewese bedryf" die bedrywe wat ingevolge artikel 16 (1) van die Wet op Vakleerlinge, 1944, vir die Nywerheid aangewys is;

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 by and between the

Master Diamond Cutters' Association of South Africa

(hereinafter referred to as the "employers" or the "employers organisation"), 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

(1) 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.

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

(a) only apply to employees for whom wage rates are prescribed in this Agreement and to the employers of such employees and

(b) apply in respect of apprentices only in so far as such application is not inconsistent with the provisions of the Apprenticeship Act, 1944, or any regulation thereunder or any contract entered into in terms thereof.

(3) Notwithstanding the provisions of subclause (2) (a), the provisions of clause 25 only of this Agreement shall apply to the employers of Grade IB employees in respect of such employees.

(4) Notwithstanding the provisions of subclause (2) (a), the provisions of this Agreement shall apply to foremen when applicable in terms thereof.

(5) This Agreement shall not apply in respect of cleaving

(6) This Agreement shall not apply in respect of the setting of diamonds for, the insertion of diamonds in, and the operation of the Piernatic Automatic Polishing Machine or other machinery incorporating the same automatic features.

2. PERIOD OF OPERATION OF AGREEMENT

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

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, Act 28 of 1956

"apprentice" means an employee who—

(a) is a probational apprentice; or

(b) is serving an apprenticeship in terms of the Apprenticeship Act, 1944; or

(c) has been duly exempted from the Apprenticeship Act, 1944: Provided that such employee is the son, son-in-law or daughter of proprietors, partners or directors and such proprietors, partners or directors having a shareholding of 5 per cent or more, and of the holder of a diamond cutter's licence in the establishment in which he or she is employed

"average daily rate" means the total of wages, fixed weekly or monthly bonus and incentive pay in terms of clause 11 due to an employee for actual days worked during the calendar year or part thereof of employment with the employer divided by the total of such actual number of days worked by an employee

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

"council" means the Industrial Council for the Diamond Cutting Industry of South Africa, registered in terms of section 19 of the Act;

"designated trade" means the trades designated in terms of section 16 (1) of the Apprenticeship Act, 1944, for the Industry

"diamond cutter" means a Grade I employee who is engaged in the cutting of diamonds;

"Diamantslypnywerheid" of "Nywerheid", sonder om die ewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om ongeslypte sierdiamante in geslypte, gepoleerde sierdiamante te omskep en omvat dit ook die herslyp en/of herpoleer van sierdiamante en alle werksaamhede wat gepaard gaan met of voortspruit uit die saag, slyp en poleer van sierdiamante;

"diamantslyperslisensie" die lisensie wat gehou word deur 'n asdiamantslyper, met inbegrip van 'n graad I-werknemer wat tydelike lisensie hou terwyl hy as plaasvervanger vir die sensiehouer optree;

"diamantpoleerder" 'n graad I-werknemer wat kruis- of glanswerk verrig;

"diamantsaer" 'n graad I-werknemer wat diamante saag;

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

"voorman" 'n werknemer wat aan die hoof staan van werknemers in 'n bedryfsinrigting of in 'n afdeling van 'n bedryfsinrigting, wat dissiplinêre beheer oor dié werknemers uitoefen en dat aan die bestuur daarvoor verantwoordelik is dat hulle hul ligte doeltreffend verrig;

"graad I-werknemer" 'n werknemer wat 'n vakman is wat amante slyp en/of poleer en/of saag;

"graad I-werk" die slyp en/of poleer en/of saag van diamante;

"graad IB-werknemer" 'n werknemer wat beperk is tot die slyp en/of poleer en/of saag van diamante waarvan die grootte en/of massa ingevolge 'n ooreenkoms of toekenning kragtens die Wet nie vir vakleerlinge en vakmante voorbehou word nie;

"graad IB-werk" die werk van 'n graad IB-werknemer;

"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, vir die toepassing van hierdie omskrywing beteken die uitdrukking "geskoolde ambagsman" iemand wat 'n leerlingskap aangemaak het in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, 'n werk verrig wat binne die bestek van sodanige aanwysing is, of wat in besit is van 'n vaardigheidsertifikaat wat deur die Registrateur van Vakleerlinge ooreenkomstig artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is of 'n sertifikaat wat deur genoemde Registrateur aan hom uitgereik is ooreenkomstig of artikel 2 (7) of artikel 7 (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:

(a) Persele, gerei, masjinerie, implemente, gereedskap of ander artikels skoonmaak;

(b) goedere, masjinerie, implemente, gereedskap, gerei of ander artikels dra, verskuif of opstapel;

(c) vure maak of in stand hou of afval of as verwyder;

(d) briewe, boodskappe, pakkette of ander artikels te voet of met 'n fiets, driewiel of handvoertuig, met inbegrip van 'n oerwag aan aangedrewe fiets of driewiel met 'n enjinkapasiteit van minder as 50 c.c., aflewer of vervoer;

(e) masjinerie olie of smeer;

(f) tee of dergelike drank berei; of

(g) pligte vervul wat nie uitdruklik anders in klousule 3 (1) meld word nie;

"aansporingsbesoldiging" die besoldiging, uitgesonderd lone, wat van tyd tot tyd ingevolge klousule 11 van hierdie Ooreenkomst deur 'n werkgewer aan sy werknemer betaal moet word;

"aansporingsbonusskema" 'n skema waarvolgens 'n werknemer geld kan verdien, as die kontrakloon waarvoor die werkgewer die werknemer ooreengekom het;

"vakman" 'n werknemer wat graad I werk verrig en—

(a) wat 'n leerlingskap in die Diamantslypnywerheid van Suid-Afrika uitgedien het ooreenkomstig die toepaslike bepalings van die Wet op Vakleerlinge, 1944; of aan wie vrystelling verleen is ooreenkomstig paragraaf (c) van die omskrywing van "vakleerling";

(b) wat nie 'n werknemer is wat binne die bepalings van paragraaf (a) hiervan val nie, maar wat voor 27 April 1970 as vakman in die Nywerheid in diens was en spesifiek deur die Raad as vakman erken is;

(c) wat nie 'n werknemer is wat binne die bepalings van paragraaf (a) en (b) hiervan val nie, maar wat die Raad daarvan oortuig het dat hy voldoende vorige ondervinding of opleiding gehad het in 'n bedryf, soos in die Diamantslypnywerheid aangewys, om 'n bedryfstoets, soos deur die Raad voorgeskryf, af te lê, en in sodanige bedryfstoets geslaag het;

"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, cutting and polishing gem diamonds.

"diamond cutter's licence" means the licence held by a master diamond cutter including a Grade I employee holding a diamond temporary licence while deputising for the licence holder;

"diamond polisher" means a Grade I employee who does crossworking or brilliandering;

"diamond sawyer" means a Grade I employee who is engaged in the sawing of diamonds;

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

"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 who is engaged in cutting and/or polishing and/or sawing diamonds;

"Grade I work" means the cutting and/or polishing and/or sawing of diamonds;

"Grade IB employee" means an employee who is confined to the cutting and/or polishing and/or sawing of diamonds the size and/or mass of which is not reserved for apprentices and journeymen in terms of any Agreement or Award in terms of the Act;

"Grade IB work" means the work of a Grade IB employee;

"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 purposes 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 is employed on work falling within such designation, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (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:

(a) Cleaning premises, utensils, machinery, implements, tools or other articles;

(b) carrying, moving or stacking goods, machinery, implements, tools, utensils or other articles;

(c) making or maintaining fires or removing refuse or ashes;

(d) delivering or conveying letters, messages, parcels or other articles on foot or by bicycle, tricycle or manually propelled vehicles, including a mechanically-propelled bicycle or tricycle of under 55 c.c. engine capacity;

(e) oiling or greasing machinery;

(f) making tea or similar beverages; or

(g) duties not specifically otherwise mentioned in clause 3 (1);

"Incentive pay" means the payment other than wages which an employee shall be paid by his employer from time to time in terms of clause 11 of this Agreement;

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

"journeyman" means an employee who performs Grade I work and—

(a) who has served an apprenticeship in the Diamond Cutting Industry of South Africa in accordance with the relevant provisions contained in the Apprenticeship Act, 1944; or in respect of whom an exemption had been granted in accordance with paragraph (c) of the definition of "apprentice";

(b) who, being an employee not falling within the terms of paragraph (a) hereof, has, prior to 27 April 1970, being employed in the Industry as a journeyman, been specifically accepted by the Council as a journeyman;

(c) being an employee not falling within the terms of paragraphs (a) and (b) hereof, has satisfied the Council that he has had sufficient previous experience or training in a trade as designated in the Diamond Cutting Industry, to undergo a trade test as prescribed by the Council and passed such trade test;

(d) wat beskik oor 'n vaardigheidsertifikaat uitgereik kragtens artikel 6 of 'n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951;

(e) wat as vakman in diens is in verband met die opleiding en toesig oor die werk van ander werknemers wat in verband met die saag en/of slyp en/of poleer van diamante werksaam is in soverre dat hulle toegelaat kan word om dié werk ingevolge enige ooreenkoms of toekenning kragtens die Wet in hierdie opsig te verrig;

"stukwerk" 'n stelsel van besoldiging waarvolgens 'n werknemer se hele loon slegs van sy individuele produksie afhang, sonder 'n gewaarborgde minimum loon, uitgesonderd dié wat regtens voorgeskryf is, d.w.s. die minimum voorgeskrewe loon in die Diamantslypnywerheid;

"poleerwerk" die poleer van diamante;

"vakleerling op proef" 'n werknemer ten opsigte van wie 'n leerlingskontrak beoog en gesluit moet word, en wat in afwagting van die formele sluiting van so 'n kontrak toegelaat word om in die Nywerheid te werk;

"besoldiging" die bedrag geld wat 'n werkgewer van tyd tot tyd aan sy werknemer moet betaal en wat op welke wyse ook al uit sy diens spruit, en "besoldig" het 'n ooreenstemmende betekenis;

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

"korttyd" die tydelike opskorting van werk of die vermindering van die werkure van 'n vakman, vakleerling of ander werknemer soos toelaatbaar kragtens hierdie Ooreenkoms;

"loon" die besoldiging wat 'n werkgewer van tyd tot tyd aan sy werknemer moet betaal ingevolge klousule 4 van hierdie Ooreenkoms;

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

(2) Wanneer 'n werknemer vir die toepassing van hierdie Ooreenkoms geklassifiseer word, word hy geag in dié klas te wees waarin hy uitsluitlik of hoofsaaklik in diens is.

4. LONE

(1) Geen lone wat laer as die volgende is, of laer as dié hoër loon waaroor die werkgewer en sy werknemer ooreengekom het, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Per week	Per maand
	R	R
Klerk, vrou.....	23,08	100,00
Klerk, man.....	34,62	150,00
Graad I-werknemer.....	75,00	325,00
Graad IIA-werknemer.....	45,00	195,00
Graad IIB-werknemer.....	26,00	112,66
Graad IIC-werknemer.....	20,00	88,66
Wag.....	24,00	104,00

(2) Elke werkgewer moet die Raad binne sewe dae in kennis stel van alle verhogings, verminderinge of veranderinge in die loon wat 'n graad I-werknemer ontvang, en wel op die vorm voorgeskryf in Aanhangsel B.

(3) *Kontrakgrondslag.*—Vir die toepassing van hierdie klousule is die grondslag van die dienskontrak van 'n werknemer weekliks en, behoudens subklousule (5), klousule 5 (4), klousule 15 (1) (a) en klousule 10 hiervan en die Diensbeëindigingsooreenkoms wat kragtens artikel 48 van die Wet gepubliseer is, moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word, afgesien daarvan of hy in daardie week die maksimum getal of dié hoër loon waaroor die werkgewer en sy werknemer ooreengekom het, gewone ure voorgeskryf in klousule 6 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 40;

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

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

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

Om die maandloon te bereken wat aan 'n werknemer verskuldig is waar daar nie 'n hele maand gewerk is nie as gevolg van indiensneming of diensbeëindiging of ten opsigte van tydperke wat gedurende die maand voorkom waarin daar ingevolge klousule 5 (4) (b) of (e) nie gewerk is nie, is die verskuldigde bedrag dié vir die getal dae wat in die maand gewerk is, en die bedrag vir elke sodanige dag moet bereken word deur die maandloon te deel deur die getal werkdade in bedoelde maand, met inbegrip van openbare vakansiedae.

(d) a person in possession of a certificate of proficiency issued in terms of section 6 or a trade certificate issued in terms of section 7 of the Training of Artisans Act, 1951;

(e) being a journeyman, is employed in connection with the training and supervision of the work of other employees employed in connection with the sawing and/or cutting and/or polishing of diamonds to the extent that they may be permitted to perform such work in terms of any agreement or award in terms of the Act in this respect;

"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;

"polishing" means the polishing of diamonds;

"probational apprentice" means an employee in respect of whom an apprenticeship contract is intended and is required to be entered into and pending the formal entering into of such contract is permitted to be employed in the Industry;

"remuneration" means the amount of money which an employer shall be paid by his employer from time to time arising in any manner whatsoever out of his employment and "remunerated" shall have a corresponding meaning;

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

"short-time" means the temporary suspension of work or the curtailment of the working hours of a journeyman, apprentice or other employee as is permissible in terms of this Agreement;

"wage" means the payment which an employee shall be paid by his employer from time to time in terms of clause 4 of the Agreement;

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

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

4. WAGES

(1) No employer shall pay and no employee shall accept wages lower than the following or such higher wage as agreed upon between an employer and an employee:

	Per week	Per month
	R	R
Clerical employee, female.....	23,08	100,00
Clerical employee, male.....	34,62	150,00
Grade I employee.....	75,00	325,00
Grade IIA employee.....	45,00	195,00
Grade IIB employee.....	26,00	112,66
Grade IIC employee.....	20,00	88,66
Watchman.....	24,00	104,00

(2) Every employer shall notify the Council within seven days on the form prescribed in Annexure B of all increases or decreases or of any alterations to the wage 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 subclause (5), clause 5 (4), clause 15 (1) and clause 10 hereof and the Termination of Employment Agreement published in terms of section 48 of the Act, an employee shall be paid in respect of a week not less than the full weekly wage prescribed in subclause (1) for an employee of his class or such higher wage as agreed upon between an employer and an employee whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 or less.

(4) *Calculation of Wages.*—For the purpose of calculating an employee's wages—

(a) the hourly wage of an employee shall be his weekly wage divided by 40;

(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 as a result of engagement or termination of employment or in respect of non-working periods in terms of clause 5 (4) (b) or (e) occurring during the month, the amount due shall be for the number of days worked in the month and the amount for each such day shall be calculated by dividing the monthly wage by the number of working days including paid public holidays, in the said month.

(5) *Differensiële loon.*—'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as 'n uur altesaam op 'n bepaalde dag, of benewens sy eie pligte in die plek 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 gevolgde subklousule (1) op ondervinding of geslag gegrond is, hierdie subklousule nie van toepassing is nie.

(6) *Uitruilbaarheid van werknemers.*—'n Vakman moet enige werk in verband met die Nywerheid verrig wat sy werkgever aan hom opdra: Met dien verstande dat hy daardeur geen geldelike verlies ly nie.

5. BETALING VAN BESOLDIGING

(1) (a) Behoudens klousule 7, moet 'n bedrag wat aan 'n werknemer verskuldig is, weekliks of maandeliks in kontant of in die werkgever en die werknemer daarvoor ooreengekom het, betrekking word gedurende die werkure op die gewone betaaldag van die bedryfsinrigting vir sodanige werknemer, of op diensbeëindiging as dit voor die gewone betaaldag plaasvind, 'n sodanige bedrag moet in 'n verseëlde kovert of houer geplaas word waarop die volgende aangeteken is of wat vergesel gaan aan 'n staat wat die volgende toon:

- (i) Die werkgever se naam;
 - (ii) die werknemer se naam of betaalstaatsnommer, as daar is, en sy beroep;
 - (iii) die getal oortydure deur die werknemer gewerk;
 - (iv) die werknemer se loon;
 - (v) besonderhede van ander besoldiging wat uit die werknemer se diens voortspruit;
 - (vi) besonderhede van alle bedrae wat afgetrek is;
 - (vii) die werklike bedrag wat aan die werknemer betaal word; en
 - (viii) die tydperk ten opsigte waarvan die bedrag betaal word; 'n sodanige kovert of houer waarop hierdie besonderhede aangeteken is of sodanige staat word die eiendom van die werknemer.
- (b) Elke werkgever moet 'n kennisgewing waarop die tyd en plek vir die betaling van besoldiging aangedui word asook die dag waarop betaling weekliks geskied en die datum waarop betaling elke maand geskied, in sy bedryfsinrigting op plak en opgeplak hou op 'n opvallende plek geredelik vir sy werknemers toeganklik is.

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

(3) *Kos en inwoning.*—Behoudens die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoearbeid, 1964 mag 'n werkgever nie van sy werknemer vereis om kos of inwoning of op en inwoning van hom of van 'n persoon of op 'n plek wat hy aanwys, te ontvang nie.

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

(a) Vakverenigingsgedelg, -toetredingsgeld of agterstallige veld verskuldig ooreenkomstig 'n behoorlik ingevulde stoporder deur die werkgever onderteken, bydraes aan die Raad ooreenkomstig klousule 22, bedrae vir 'n siektetystands-, pensioen- of erklousheidsfonds ingevolge 'n ander ooreenkoms wat tussen die partye hierby aangegaan is en/of wat as kragtens artikel 48 in die Wet as bindend verklaar is;

(b) behoudens andersluidende bepalinge in hierdie Ooreenkoms, wanneer 'n werknemer nie by sy werk is nie, uitgesonderd op las van versoek van sy werkgever, 'n bedrag eweredig aan die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten de van sodanige afwesigheid ontvang het;

(c) 'n bedrag wat 'n werkgever rengtens moet of mag aftrek;

(d) wanneer 'n werknemer instem of daar van hom vereis word in ingevolge die Bantoes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, kos of inwoning of kos en inwoning van sy werkgever aan te neem, hoogstens die volgende bedrae:

	Per week	Per maand
Kos.....	R 0,80	R 3,47
Inwoning.....	0,40	1,73
Kos en inwoning.....	1,20	5,20

(e) wanneer 'n werknemer nie werk nie weens korttyd ingevolge hierdie Ooreenkoms, is hy, behoudens andersluidende bepalinge in hierdie Ooreenkoms, nie geregtig op betaling vir die tydperk wat nie gewerk is nie;

(f) 'n bedrag ten opsigte van geld wat 'n werkgever aan sy werknemer geleen het: Met dien verstande dat so 'n bedrag nie in 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;

(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 subclause (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 subclause (1) based on experience or sex, the provisions of this subclause shall not apply.

(6) *Interchange of employees.*—A journeyman shall perform any work connected with the Industry assigned to him by his employer: Provided that he shall not suffer any financial loss by so doing.

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—

- (i) the employer's name;
- (ii) the employee's name or pay-roll number, if any, and his occupation;
- (iii) the number of overtime hours worked by the employee;
- (iv) the employee's wage;
- (v) details of any other remuneration arising out of the employee's employment;
- (vi) the details of any deductions made;
- (vii) the actual amount paid to the employee; and
- (viii) 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, 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 employees 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 Act, 1964, 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) Trade union subscription fees, entrance fees or arrears due in accordance with a duly completed stop order signed by the employee, contributions to the Council in terms of clause 22, deductions for a sick benefit, pension or unemployment fund in terms of any other agreement entered into between the parties hereto and/or declared binding in terms of section 48 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 his ordinary hours of work at the time thereof;

(c) a deduction of any amount which an employer is legally required or permitted to make;

(d) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, 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) whenever an employee is not at work owing to short-time operation in terms of this Agreement, he shall not be entitled to be remunerated for such non-working time except as otherwise provided for in this Agreement;

(f) a deduction for any money lent by an employer to his employee: Provided that no such deduction 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);

(g) 'n bedrag wat sy werknemer aan 'n ander werkgever in die Nywerheid verskuldig is ten opsigte van geld wat aan so 'n werknemer geleen is terwyl hy in dié vorige werkgever se diens was: Met dien verstande dat die terugbetaling van dié geld en die stuur daarvan aan die vorige werkgever onderworpe is aan die goedkeuring en die beheer van die Raad en die instemming van die betrokke partye. Die betrokke werkgever moet aansoek om goedkeuring doen deur 'n verklaring aan die Raad te stuur.

6. WERKURE: GEWONE EN OORTYDURE, EN BETALING VIR OORTYDWERK

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

- (a) 40 per week van Maandag tot en met Vrydag;
- (b) agt op 'n bepaalde dag.

(2) *Etenspouse.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir 'n ononderbroke tydperk van langer as vyf uur te werk nie, sonder 'n etenspouse van minstens 'n halfuur waarin die werknemer geen werk mag verrig nie, en dié pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie: Met dien verstande dat—

- (a) as so 'n pouse langer as 'n halfuur duur, 'n tydperk van langer as 'n driekwartier geag word ure gewerk te wees;
- (b) werktydperke wat onderbreek word deur 'n pouse van minder as 'n halfuur geag word aaneenlopend te wees.

(3) *Ruspouses.*—'n Werkgever moet aan elk van sy werknemers, uitgesonderd 'n saer, 'n ruspouse toestaan van minstens 10 minute so na as moontlik aan die middel van die werktydperk in die oggend en die middag. Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om gedurende so 'n pouse werk te verrig nie en so 'n pouse word geag deel van die gewone werkure te wees.

(4) (a) *Vasgestelde tyd vir etens- en ruspouses.*—Daar moet in elke bedryfsinrigting 'n vasgestelde tyd wees vir die pouses in subklousules (2) en (3) bedoel, en elke werkgever moet—

- (i) die Raad binne een maand na die publikasie van hierdie Ooreenkoms van dié vasgestelde tye in sy bedryfsinrigting in kennis stel; en
- (ii) die Raad binne 'n week van 'n verandering in verband met subparagraaf (i) in kennis stel.

(b) Ondanks andersluidende bepalinge in subklousule (2) hiervan, kan van 'n saer vereis word om gedurende die etenspouse te werk: Met dien verstande dat die tyd aldus gewerk voor uitsteektyd op elke dag dienoreenkomstig van die gewone werkure afgetrek word.

(5) *Verbod op werk.*—Vir die doel van etens- en ruspouses is daar 'n algehele verbod op die verrigting van graad I-werk deur 'n graad I-werknemer of vakleerling, en hierdie verbod omvat, onder andere, die insit van 'n wiel, die strooi van poeier oor 'n wiel en die verrigting van ander werk wat op graad I-werk betrekking het. Hierdie verbod is ook van toepassing op werkende werkgevers soos hierin omskryf, uitgesonderd tot vier sodanige werkende werkgevers in 'n bedryfsinrigting. Vir die toepassing van hierdie subklousule beteken 'n werkende werkgever—

- (a) die alleeneienaar;
- (b) in die geval van 'n vennootskap, 'n vennoot met 'n aandeel van minstens 5 persent daarin;
- (c) in die geval van 'n maatskappy met beperkte aanspreeklikheid, 'n geregistreerde aandeelbesit van minstens 5 persent van die totale uitgereikte aandeelkapitaal.

(6) *Werkure moet aaneenlopend wees.*—Behoudens subklousules (2) en (3), moet alle werkure aaneenlopend wees.

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

(8) Oortydwerk is vrywillig, en 'n werkgever mag nie van sy werknemer vereis of hom toelaat om langer oortydwerk te verrig nie—

- (a) 10 uur in 'n bepaalde week;
- (b) twee uur op 'n bepaalde dag;
- (c) 10 uur op 'n Saterdag;

Met dien verstande dat die Raad verlof kan toestaan vir 'n langer tydperk van hoogstens vier uur per week.

(9) *Betaling vir oortydwerk.*—'n Werknemer wat oortydwerk verrig, moet ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, minstens een en 'n derde maal sy gewone weekloon ten opsigte van sy gewone werkure, gedeel deur 40, betaal word: Met dien verstande dat as aansporingsgeld betaal word, 'n werknemer minstens een en 'n derde maal die toepaslike aansporingsuurloon betaal moet word.

Vir die toepassing van hierdie klousule is die aansporingsuurloon van 'n werknemer sy gemiddelde dagloon gedeel deur agt, of word dit vir 'n bepaalde datum vasgestel deur sy besoldiging gedurende die betrokke aansporingsbonustydperk met betrekking tot dié datum te deel deur die getal ure gewerk gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(g) a deduction for any money owed by his employee to another 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 and the consent of the parties concerned: application for approval shall be made by the employer concerned by forwarding a statement to 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) 40 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 continuous 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 not 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 10 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) (a) *Set Time for Meal and Rest Intervals.*—There shall be set time in each establishment for the intervals referred to in subclauses (2) and (3) and every employer shall—

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

(b) Notwithstanding anything to the contrary contained in subclause (2) hereof, a sawyer may be required to work during the meal interval: Provided that the time so worked shall correspondingly offset against the ordinary hours of work before closing time on each day.

(5) *Prohibition of Work.*—For the purpose of meal and rest intervals there shall be a total prohibition of Grade I work by any Grade I employee or apprentice, 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. This prohibition shall also apply in respect of working employees as herein defined, excluding up to four such working employees in any establishment. For the purposes of this subclause a working employer shall mean—

- (a) the sole proprietor;
- (b) in the case of a partnership, a partner who holds not less than a 5 per cent interest therein;
- (c) in the case of a limited liability company, a registered shareholding of not less than 5 per cent of the total issued share capital thereof.

(6) *Hours of work to be consecutive.*—Save as provided in subclauses (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 subclause (1) shall be deemed to be overtime.

(8) Overtime shall be voluntary and an employer shall not require or permit his employee to work overtime for more than—

- (a) 10 hours in any week,
- (b) two hours on any day,
- (c) 10 hours on a Saturday;

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

(9) *Payment for Overtime.*—An employee 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 weekly wage in respect of his ordinary hours of work, divided by 40: Provided that where an incentive tariff applies, an employee shall be paid not less than one and one third times the hourly incentive rate applicable.

For the purposes of this clause, the hourly incentive rate of an employee shall be his average daily rate divided by eight, or shall be ascertained at any date by dividing his remuneration during the current incentive bonus period relating to that date by the number of hours worked during the period in respect of which such remuneration was paid.

(10) Die besoldiging vir werk op openbare vakansiedae met besoldiging soos ingevolge klousule 9 voorgeskryf, moet minstens gelyk wees aan sy loon vir die ure wat hy op sulke dae gewerk het benewens die loon waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(11) *Besoldiging vir werk op Sondae.*—Wanneer 'n werknemer op Sondag werk, moet sy werkgever of—

(a) sy werknemer soos volg betaal:

(i) As hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone loon betaalbaar vir die tyd wat hy gewoonlik op 'n weekdag werk; of

(ii) as hy aldus vir 'n langer tydperk as vier uur werk, besoldiging teen minstens dubbel sy gewone besoldiging vir die totale tydperk wat hy op so 'n Sondag gewerk het, of besoldiging van minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) sy werknemer besoldiging betaal teen minstens een en 'n derde maal sy gewone besoldiging vir die totale tydperk wat hy op so 'n Sondag gewerk het, en hom binne sewe dae vanaf dié Sondag een dag verlof toestaan en hom daarvoor besoldiging betaal teen minstens sy gewone besoldiging asof hy op dié vakansiedag sy gemiddelde gewone werkure vir dié dag van die week gewerk het.

(12) *Voorbehoudsbepaling.*—Hierdie klousule is nie op 'n wag van toepassing nie, behalwe dat 'n wag, as hy sewe dae per week werk, ten opsigte van een sodanige dag dubbel die dagloon betaal moet word wat hy ten opsigte van so 'n dag ontvang.

7. JAARLIKSE VERLOF

Die volgende is op graad I-werknemers en vakleerlinge van toepassing:

(1) Daar is 'n jaarlikse vakansieverloftydperk in die Nywerheid wat voor of op 16 Desember elke jaar moet begin (hierna die "genoemde verloftydperk" of die "genoemde tydperk" genoem). Die Raad moet op sy laaste vergadering van die voorafgaande jaar die datums van genoemde verloftydperk vir die eersvolgende jaar vasstel en die Nywerheid per omsendbrief van dié datums in kennis stel. Genoemde verloftydperk moet vier agtereenvolgende weke duur en moet Geloftedag, Kersdag en Nuwejaarsdag insluit;

(2) elke werkgever moet gedurende genoemde verloftydperk verlof van afwesigheid van die werk aan iedere graad I-werknemer en vakleerling toestaan;

(3) 'n graad I-werknemer of 'n vakleerling in die Diamantslypnywerheid mag nie gedurende genoemde verloftydperk werk in die Nywerheid onderneem nie en 'n werkgever mag nie 'n graad I-werknemer of vakleerling gedurende genoemde tydperk laat werk nie;

(4) behoudens subklousule (16), moet elke werkgever aan iedere graad I-werknemer en vakleerling wat een jaar diens by hom voltooi het wanneer genoemde verloftydperk begin, vier weke se volle besoldiging teen sy gemiddelde dagloon betaal ten opsigte van genoemde tydperk, wat een dag se besoldiging teen sy gemiddelde dagloon insluit ten opsigte van Geloftedag, Kersdag en Nuwejaarsdag;

(5) elke werkgever moet aan iedere graad I-werknemer en vakleerling wat nog nie een jaar diens by hom voltooi het wanneer genoemde verloftydperk begin nie, een en 'n derde dag se volle besoldiging teen sy gemiddelde dagloon betaal ten opsigte van elke voltooide kalendermaand of deel daarvan wat minstens twee weke diens by dieselfde werkgever uitmaak;

(6) ten einde die gemiddelde dagloon van 'n graad I-werknemer of 'n vakleerling te bereken wat nie aan 'n skema ingevolge klousule 11 deelneem nie, moet die besoldiging die bedrag wees wat die grootste is by die berekening van—

(a) die gemiddelde dagloon of

(b) die dagloon gebaseer op die besoldiging wat so 'n werknemer aan die begin van die verloftydperk ontvang;

Met dien verstande dat dit nie van toepassing is op 'n werknemer wat nie gedurende sy diens by die werkgever gedurende die jaar waarop die verlof betrekking het aan 'n skema ingevolge klousule 11 deelneem het nie;

(7) 'n graad I-werknemer of vakleerling wie se dienskontrak eindig voor die begin van genoemde verloftydperk, is geregtig op pro rata-verlofbesoldiging, bereken op die grondslag in subklousule (5) bedoel:

Met dien verstande dat pro rata-verlofbesoldiging ten opsigte van 'n graad I-werknemer binne sewe dae na die beëindiging van die dienskontrak van so 'n werknemer aan die Raad gestuur moet word, tesame met 'n bewysstuk in die vorm in Aanhangel C voorgeskryf.

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

(10) Payment in respect of work on paid public holidays as prescribed in terms of clause 9 shall be at a rate not less than his rate of wage in respect of the hours worked on such days in addition to the wage to which he would have been entitled had he not so worked.

(11) *Payment in respect of work on Sundays.*—Whenever an employee works on Sunday, his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary wage payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

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

(12) *Savings.*—The provisions of this clause shall not apply to a watchman, except that a watchman, if he works on seven days in the week, shall be paid in respect of one such day at double the daily wage rate he is receiving in respect of such day.

7. ANNUAL LEAVE

The following shall apply to Grade I employees and apprentices:

(1) There shall be an annual holiday leave period in the Industry which shall commence in December of each year not later than 16 December (hereinafter referred to as the "said leave period" or the "said period"). The Council shall at its last meeting of the preceding year, fix the dates of the said leave period for the next ensuing year and circularise the Industry of such dates. The said leave period shall be four consecutive weeks which shall include the Day of the Covenant, Christmas Day and New Year's Day.

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

(3) A Grade I employee or apprentice 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 or apprentice during the said period.

(4) Subject to the provisions of subclause (16), every employer shall pay to each and every one of his Grade I employees and apprentices who have completed one year's employment with him at the commencement of the said leave period:

Four weeks' full pay at his average daily rate in respect of the said period, which shall include one day's pay at his average daily rate in respect of the Day of the Covenant, Christmas Day and New Year's Day.

(5) Every employer shall pay to each and every one of his Grade I employees and apprentices who have not completed one year's employment with him at the commencement of the said leave period, one and two thirds day's full pay at his average daily rate in respect of each completed calendar month or part thereof being not less than two weeks of employment with the same employer.

(6) For the purpose of calculating the average daily rate of a Grade I employee or an apprentice who does not participate in any scheme in terms of clause 11, the rate shall be whatever is the greater amount when calculating—

(a) the average daily rate, or

(b) the daily rate based on the remuneration being received by such employee at the commencement of the leave period:

Provided that this shall not apply to an employee who did not participate in any scheme in terms of clause 11 at any time during his employment with the employer during the year to which the leave relates.

(7) A Grade I employee or apprentice 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 subclause (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.

Die volgende is van toepassing op alle klasse werknemers, uitgesonderd graad I-werknemers en vakleerlinge:

(9) Behoudens subklousule (10), moet 'n werkgewer aan sy werknemer ten opsigte van elke voltooide tydperk van 12 maande diens by hom, 18 agtereenvolgende werkdae jaarlikse verlof toestaan in die geval van 'n wag, en 12 agtereenvolgende werkdae jaarlikse verlof in die geval van andere, met volle besoldiging bereken op die loon waarop die werknemer met ingang van die eerste dag van die verlof geregtig is.

(10) (a) Die verlof in subklousule (9) voorgeskryf, moet toegestaan word op 'n tyd wat die werkgewer vasstel: Met dien verstande dat—

(i) as dié verlof nie vroeër toegestaan is nie, dit, behoudens subklousules (11) en (14), toegestaan moet word sodat dit begin binne vier maande na die voltooiing van die 12 maande diens waarop dit betrekking het of, as die werkgewer en die werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daarvoor ooreengekom het, die werkgewer die verlof aan die werknemer moet toestaan met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande;

(ii) die verloftydperk nie mag saamval met siekteverlof wat kragtens klousule 8 toegestaan is of, tensy die werknemer dit versoek en die werkgewer skriftelik daartoe instem, met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, nie;

(iii) as enige van die openbare vakansiedae met besoldiging waarvoor in klousule 9 voorsiening gemaak word, binne die tydperk van dié verlof val, nog 'n werkdag vir elke sodanige vakansiedag by genoemde tydperk as 'n verdere verloftydperk gevoeg moet word, en die werknemer 'n bedrag betaal moet word wat minstens gelyk is aan sy dagloon ten opsigte van elke sodanige dag wat bygevoeg is;

(iv) 'n werkgewer alle dae geleentheidsverlof met volle besoldiging wat gedurende die tydperk van 12 maande diens waarop die verloftydperk betrekking het op sy werknemer se versoek aan sy werknemer toegestaan is, van dié verloftydperk mag aftrek.

(b) Ondanks paragraaf (a) (ii) hiervan, indien 'n lid van die vakvereniging wat lid van die Raad se Siektebesoldigingsfonds is ingevolge klousule 12 van die Raad se Siektebesoldigingsfondsooreenkoms, terwyl hy met jaarlikse verlof of op openbare vakansiedae ingevolge hierdie Ooreenkoms afwesig is of in opdrag of op versoek van sy werkgewer nie by die werk is nie, siek word en as sodanig deur 'n mediese beamppte gesertifiseer word, moet die vakansiedae waarop hy geregtig is, verleng word met die tydperk wat hy as ongeskik gesertifiseer is, en die lid is geregtig om siektebesoldigingsbystand soos in genoemde Siektebesoldigingsfondsooreenkoms bepaal, vir sodanige tydperk te eis.

(11) (a) 'n Werkgewer mag, op die skriftelike versoek van 'n werknemer, toelaat dat die verlof ooploop oor 'n tydperk van hoogstens 24 maande diens: Met dien verstande dat—

(i) die versoek deur so 'n werknemer gerig word nie later nie as vier maande na verstryking van die eerste tydperk van 12 maande diens waarop die verlof betrekking het; en

(ii) die werkgewer die ontvangsdatum van dié versoek op die versoek moet aanteken en dit moet onderteken. Die werkgewer moet dié versoek bewaar vir 'n tydperk van minstens drie jaar met ingang van dié datum of die verstrykingsdatum van die eerste tydperk van 12 maande diens waarop die verlof betrekking het, naamlik die jongste datum.

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

(12) 'n Werknemer wie se dienskontrak eindig gedurende 'n tydperk van 12 maande diens voordat die verloftydperk in subklousule (9) voorgeskryf ten opsigte van daardie tydperk opgeloop het, moet by dié diensbeëindiging en benewens ander besoldiging wat aan hom verskuldig is, ten opsigte van elke voltooide maand van dié diens tydperk 'n bedrag betaal word wat minstens gelyk is aan een dag se betaling, en in die geval van 'n wag, een en 'n halwe dag se betaling.

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

(14) 'n Werkgewer mag op versoek van 'n werknemer, in plaas daarvan om die verlof toe te staan wat vir so 'n werknemer in subklousule (9) voorgeskryf is, aan so 'n werknemer minstens die bedrag betaal wat die werkgewer aan so 'n werknemer ten opsigte van dié verlof sou moes betaal het as die verlof toegestaan was: Met dien verstande dat die betaling in plaas van verlof net een keer in elke twee agtereenvolgende tydperke van 12 maande diens toegelaat word.

The following shall apply to all classes of employees other than Grade I employees and apprentices:

(9) Subject to the provisions of subclause (10), an employer shall grant to his employees in respect of each completed period of 12 months of employment with him 18 consecutive working days' annual leave, in the case of watchmen, and 12 consecutive working days' annual leave, in the case of others, on full pay calculated on the wage to which the employee is entitled as from the first day of the leave.

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

(i) if such leave has not been granted earlier, it shall, save as provided in subclauses (11) and (14), be granted so as to commence within four months after the completion of the 12 months' employment to which it relates or, if the employer and employee have agreed thereto in writing before 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;

(ii) 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;

(iii) if any of the paid public holidays provided for in clause 9 fall within the period of such leave, another working day shall, for each such holiday, be added 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;

(iv) an employer may set off against such period of leave any days of occasional leave granted on full pay to his employee at his employees' request during the period of 12 months of employment to which the period of leave relates.

(b) Notwithstanding the provisions of paragraph (a) (ii) hereof, if a member of the trade union who is a member of the Council's Sick Pay Fund in terms of clause 12 of the Council's Sick Pay Fund Agreement is absent on annual leave or on public holidays in terms of this Agreement or is not at work on the instructions or request of his employer, becomes sick and is certified as such by a medical officer, the due holidays shall be extended by the certified period of incapacitation, and for such period the member shall be entitled to claim sick pay benefit as provided in the said Sick Pay Fund Agreement.

(11) (a) At the written request of an employee, an employer may permit the leave to accumulate over a period of not more than 24 months of employment: Provided that—

(i) such request is made by such employee not later than four months after the expiry of the first period of 12 months of employment to which the leave relates; and

(ii) 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 12 months of employment to which the leave relates, whichever is the later.

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

(12) An employee, whose contract of employment terminates during any period of 12 months of employment before the period of leave prescribed in subclause (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, and in the case of watchman one and one half days' pay.

(13) An employee who has become entitled to a period of leave prescribed in subclause (9), read with subclause (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 termination.

(14) At the request of an employee, an employer may, in lieu of granting the leave prescribed for such employee in subclause (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 12 months' employment.

(15) (a) Ondanks andersluidende bepalings in subklousules (9) en (14), kan 'n werkgewer aan sy werknemers verlof met volle besoldiging toestaan vir die jaarlikse verloftydperk in klousule 7 (1) bedoel;

(b) 'n Werknemer wat op die aanvangsdatum van die verloftydperk in klousule 7 (1) bedoel, nie geregtig is op die volle tydperk van jaarlikse verlof in klousule 7 (1) voorgeskryf nie, moet ten opsigte van dié verlof wat wel aan hom verskuldig is, deur sy werkgewer betaal word op die grondslag in subklousule 12) uiteengesit, plus betaling vir addisionele dae wat bygevoeg word kragtens die derde voorbehoudsbepaling van subklousule 10), en vir die doel van jaarlikse verlof daarna word sy diens geag te begin op die aanvangsdatum van die verloftydperk in klousule 7 (1) bedoel.

Die volgende is op alle klasse werknemers van toepassing:

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

Met dien verstande dat in die geval van werknemers wat maandeliks betaal word, die besoldiging ten opsigte van die jaarlikse verloftydperk in subklousule (1) bedoel, tot 31 Desember betaal moet word en dat betaling vir die gedeelte van die verlof wat in Januarie val, moet geskied tesame met alle ander gelde wat in Januarie verskuldig is wanneer betaling daarvan geskied op die gewone betaaldag van die bedryfsinrigting vir so 'n werknemer, of by diensbeëindiging indien dit voor dié gewone betaaldag plaasvind;

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

(a) kragtens hierdie klousule met verlof afwesig is;

(b) ingevolge die Verdedigingswet, 1957, gedurende 'n verlofsiklusjaar militêre opleiding moet ondergaan totdat altesaam vier maande van dié opleiding voltooi is, waarna militêre opleiding vir die toepassing van hierdie klousule nie meer as diens beskou word nie;

(c) op las of op versoek van sy werkgewer tot 'n maksimum van vier weke in 'n verlofsiklusjaar van die werk afwesig is;

(d) ingevolge hierdie Ooreenkoms weens korttyd van die werk afwesig is;

(e) kragtens klousule 8 (1) met siekteverlof afwesig is; of

(f) kragtens die Siektebesoldigingsfonds in klousule 8 (3) bedoel, met siekteverlof afwesig is;

diens word geag te begin—

(i) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Ooreenkoms ingevolge 'n wet op verlof geregtig geword het met ingang van die datum waarop dié werknemer laas op dié verlof ingevolge dié wet geregtig geword het;

(ii) in die geval van 'n werknemer wat in diens was voor die datum van inwerkingtreding van hierdie Ooreenkoms en op wie enige wet in verband met jaarlikse verlof van toepassing was, maar wat nie daarkragtens op verlof geregtig geword het nie, met ingang van die datum waarop dié diens begin het; en

(iii) in die geval van enige ander werknemer, met ingang van die datum waarop dié werknemer tot sy werkgewer se diens toetree het of met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die jongste datum.

8. SIEKTEVERLOF

(1) 'n Werkgewer moet aan 'n werknemer wat na twee maande na sy by hom, van die werk afwesig is weens siekte of 'n ongeval wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, geëis kan word, altesaam 15 werkdag siekteverlof toestaan gedurende enige een jaar diens by hom en moet hom ten opsigte van die tydperk van afwesigheid ingevolge daarvan stens die loon betaal wat hy sou ontvang het as hy gedurende dié tydperk gewerk het: Met dien verstande dat 'n werknemer, as opskortende voorwaarde vir die betaling deur hom 'n bedrag ten opsigte van dié afwesigheid, kan vereis 'n sertifikaat voorgelê word deur 'n geregistreerde mediese tsiyn onderteken is en wat die aard en duur van die werknemer se siekte aandui ten opsigte van elke tydperk van afwesigheid van meer as twee dae waarvoor betaling geëis word: Voorts dien verstande dat waar daar ingevolge 'n ooreenkoms tussen 'n werkgewer en sommige van of al sy werknemers of 'n werkgewer en 'n geregistreerde vakvereniging 'n siekebystandfonds in 'n bedryfsinrigting bestaan of gestig word moet die werkgewer ten opsigte van elk van die werknemers daarby kan baat 'n bedrag bydra wat minstens gelyk is aan 'n bedrag wat deur elke sodanige werknemer betaal word of betaalbaar is en waaruit so 'n werknemer in die geval van afwesigheid of afwesighede van werk weens siekte of 'n ongeluk, sonder 'n ongeluk waarvoor daar kragtens die Ongevalwet van 1941 skadeloosstelling betaalbaar is, geregtig is om 'n bepaalde jaar altesaam minstens 'n bedrag te ontvang wat gelyk is aan sy volle loon vir drie weke ten opsigte van dié

(15) (a) Notwithstanding anything to the contrary contained in subclauses (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 subclause (12) plus payment for any additional days that may have been added by virtue of the third proviso to subclause (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 subclauses (1) and (9), read with subclause (11), shall be paid not later than the last working day immediately before the date of commencement of leave:

Provided that in the case of monthly paid employees the remuneration in respect of the annual leave period referred to in subclause (1) shall be paid up to 31 December and payment for the portion of the leave falling in January shall be paid together with any other moneys, due for January, when making payment for such on the usual pay-day of the establishment for such employee, or on termination of employment where termination occurs before such usual pay-day.

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

(a) absent on leave in terms of this clause;

(b) required to undergo military training under the Defence Act, 1957, during any leave cycle year until a total of four months of such training is completed and whereafter military training shall cease to constitute employment for the purposes of this clause;

(c) absent from work on the instructions or at the request of his employer, up to a maximum of four weeks in any leave cycle year;

(d) absent from work on a short-time in terms of this Agreement;

(e) absent on sick leave in terms of clause 8 (1); or

(f) absent on sick leave in terms of the Sick Pay Fund referred to in clause 8 (3);

and employment shall be deemed to commence—

(i) in the case of an employee who had before the coming into operation of this 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;

(ii) in the case of an employee who was in employment before the date of coming into operation 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

(iii) 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 operation of this Agreement whichever is the later.

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, 15 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 in excess of two days 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

afwesigheid of afwesighede in omstandighede wat wesenlik minstens net so gunstig vir die werknemer is as hierdie bepaling, hierdie klousule nie op dié werknemers van toepassing is nie: Voorts met dien verstande dat waar 'n werkgever ingevolge 'n wet hospitaalgelde moet betaal ten opsigte van 'n werknemer in 'n wet bedoel, en dit wel betaal, die bedrag wat aldus betaal is, afgetrek kan word van die betaling wat verskuldig is ten opsigte van siekte ingevolge hierdie klousule, maar hoogsens die bedrag wat betaalbaar sal wees ten opsigte van 'n tydperk van siekte waarvoor hierin voorsiening gemaak word.

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

- (a) kragtens klousule 7 met verlof afwesig is;
- (b) op las of op versoek van sy werkgever tot vier weke in 'n bepaalde verlofsiklusjaar van die werk afwesig is;
- (c) ingevolge hierdie Ooreenkoms weens korttyd van die werk afwesig is;
- (d) kragtens subklousule (1) met siekteverlof afwesig is;
- (e) ingevolge die Verdedigingswet, 1957, gedurende 'n siekteverlofsiklusjaar militêre opleiding moet ondergaan totdat altesaam vier maande van dié opleiding voltooi is, waarna militêre opleiding vir die toepassing van hierdie klousule nie meer as diens beskou word nie.

Diens word geag te begin met ingang van die datum waarop 'n werknemer tot sy werkgever se diens toetree of met ingang van die datum van inwerkingtreë van hierdie Ooreenkoms, naamlik die jongste datum.

(3) Subklousules (1) en (2) is nie van toepassing nie op werkgevers 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 bykomende ooreenkoms van die Raad in die lewe geroep is, en lidmaatskap van dié Siektebesoldigingsfonds is verpligtend vir die lede van albei partye by die Raad.

9. OPENBARE VAKANSIEDAE EN SONDAE

(1) *Openbare vakansiedae.*—'n Werknemer is geregtig op verlof met volle besoldiging en moet sodanige verlof toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag wat op Hemelvaartsdag volg, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag en Kersdag: Met dien verstande dat—

(a) wanneer sodanige openbare vakansiedag op 'n Saterdag val, hierdie subklousule van toepassing is;

(b) ondanks andersluidende bepalings hierin, die Raad opdrag moet gee dat die vakansiedae met besoldiging, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag en Republiekdag, in die geheel of gedeeltelik vervang word deur 'n ekwivalente of eweredige aantal werkdae en dat hulle as vakansiedae met besoldiging geneem word ten einde 'n vakansietydperk moontlik te maak wat bestaan uit 'n aaneenlopende tydperk van geslote dae: Voorts met dien verstande dat ondanks andersluidende bepalings hierin 'n werknemer geregtig is op 'n totaal van hoogstens 10 en minstens 10 openbare vakansiedae met besoldiging in elke kalenderjaar;

(c) graad I-werknemers en vakleerlinge wat aan die begin van die jaarlike verloftyd ingevolge klousule 7 (1) nog nie een jaar diens by dieselfde werkgever voltooi het nie, nie geregtig is op besoldiging vir Geloftedag, Kersdag en Nuwejaarsdag as sodanige openbare vakansiedae met besoldiging binne sodanige verloftydperk val nie, indien daar vir besoldiging vir sodanige openbare vakansiedae voorsiening gemaak is in die berekening wat van toepassing is op die betaling van pro rata-verlofbesoldiging ingevolge klousule 7 (5).

(2) As 'n werknemer ontslaan word en binne 30 dae of minder nadat hy aldus ontslaan is, opnuut deur dieselfde werkgever in diens geneem word, moet die werkgever aan die betrokke werknemer 'n volle dag se besoldiging betaal ten opsigte van 'n openbare vakansiedag wat tussen die datum van ontslag en die datum van herindiensneming van dié werknemer voorkom, en dié betaling moet geskied op die eerste betaaldag na die herindiensneming van die betrokke werknemer, en dié herindiensneming word geag aaneenlopende diens te wees: Met dien verstande dat hierdie subklousule nie van toepassing is in gevalle waar 'n werknemer gedurende die tydperk tussen genoemde ontslag en herindiensneming by 'n ander werkgever in die Nywerheid in diens was nie.

(3) As daar 'n verskil bestaan tussen die bedrag wat aan 'n werknemer betaal word ten opsigte van een van die openbare vakansiedae met besoldiging wat buite die jaarlike vakansieverloftydperk in die Nywerheid val en die bedrag wat verskuldig is, gebaseer op dié werknemer se gemiddelde dagloon, moet dié verskil—

(a) deur die werkgever aan die betrokke werknemer betaal word, tesame met verlofbesoldiging wat aan so 'n werknemer betaal word ingevolge klousule 7 (4) of 7 (5); of

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 pay 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 purposes of this clause, the expression "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of clause 7;

(b) absent from work on the instructions or at the request of his employer up to four weeks in any leave cycle year;

(c) absent from work during short-time in terms of the Agreement;

(d) absent on sick leave in terms of subclause (1);

(e) required to undergo military training under the Defence Act, 1957, during any sick leave cycle year until a total of four months of such training is completed and when after military training shall cease to constitute employment for the purposes of this clause.

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 operation of this Agreement, whichever is the later.

(3) The provisions of subclauses (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 granted leave on full pay on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday following Ascension Day, Republic Day, Settler's Day, Kruger Day, Day of Covenant and Christmas Day: Provided that—

(a) where such public holiday falls on a Saturday, the provisions of this subclause shall apply;

(b) notwithstanding anything to the contrary herein contained the Council shall direct that an equivalent or proportionate number of working days be substituted wholly or partly for the paid holidays, other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant, Christmas Day, Republic Day, and that they be taken as paid holidays in order to allow for a holiday period being a continuity of closed days: Provided further that notwithstanding anything to the contrary herein contained, an employee shall be entitled to a total of not more than nor less than 10 paid public holidays in each calendar year;

(c) Grade I employees and apprentices 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 Covenant, Christmas Day and New Year's Day if such 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 subclause shall not apply in cases where an employee was employed by any other employer in the Industry during the period between 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 the annual leave period in the Industry and the amount due, based on such employee's average daily rate, 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 clauses 7 (4) or 7 (5); or

(b) aan die Raad gestuur word, tesame met 'n bewysstuk in die vorm voorgeskryf in Aanhangsel C asook die pro rata-verlofbesodiging wat ingevolge klousule 7 (7) verskuldig is, en klousule 7 (8) is *mutatis mutandis* van toepassing op so 'n bedrag wat aan die Raad gestuur word.

(4) Hierdie klousule is nie op 'n wag van toepassing nie.

10. KORTTYD

(1) *Toelaatbaarheid van korttyd*.—Korttyd mag gewerk word slegs in die omstandighede in hierdie klousule bepaal.

(2) *Gewone korttyd*.—(a) Korttyd mag gewerk word in die volgende omstandighede en behoudens die voorwaardes in hierdie subklousule gemeld:

(i) In die geval van die onklaarraking van installasies, masjinerie, of uitrusting of 'n krag onderbreking as gevolg van 'n ongeluk, beskadiging, meganiese fout of fout in die kragtvoevoer of ander onvoorsiene oorsaak; of

(ii) in die geval van die verwydering, installing of vervanging van masjinerie of uitrusting of die verplasing na ander persele.

(b) As 'n vakman ingevolge hierdie klousule korttyd moet werk, moet hy 'n minimum van R15 (vyftien rand) per dag betaal word vir elke dag wat hy korttyd werk: Met dien verstande dat daar niks van sy loon afgetrek mag word ten opsigte van tyd wat daar nie gewerk is nie tensy die werkgewer sy werknemer voor of op die dag voor die aanvang van genoemde korttyd daarvan in kennis gestel het: Voorts met dien verstande dat die aftrekking ingevolge hierdie subklousule ten opsigte van tyd wat daar nie gewerk is nie beperk word tot 'n tydperk van altesaam hoogstens 10 werkdade in 'n bepaalde kalendermaand en van altesaam hoogstens 30 werkdade in 'n bepaalde kalenderjaar.

(3) *Spesiale korttyd*.—As 'n vakman korttyd moet werk omdat sy werkgewer nie genoeg ruwe diamante vir bewerking het nie of vanweë 'n handelslapte of om 'n ander rede, moet aan so 'n werknemer die verskil betaal word tussen R75 (vyf-en-sewentig rand) per week en 60 persent van sy gemiddelde dagloon vir elke dag wat hy korttyd werk: Met dien verstande dat 'n vakman nie langer geregtig is op betaling ten opsigte van korttyd soos in hierdie subklousule voorgeskryf nie as die getal lae wat hy korttyd gewerk het altesaam meer is as 40 dae in 'n bepaalde kalenderjaar.

(4) Terwyl daar korttyd gewerk word, moet van alle vakmanne en vakleerlinge in elke onderskeie aangewese bedryf in 'n bedryfsinrigting vereis word om dieselfde hoeveelheid verminderde werktyd te werk wat die werkgewer verkies om in sy bedryfsinrigting te werk, behalwe waar 'n uitruiling van werkmense tussen aangewese bedrywe in so 'n bedryfsinrigting ingevoer is of ingevoer kan word.

(5) Terwyl daar in 'n bedryfsinrigting korttyd gewerk word, mag die betrokke werkgewer nie werk op kommissie uitbestem in 'n ander bedryfsinrigting gedoen te word nie. Ingeval 'n werkgewer ander werkmense in sy diens het as vakmanne en vakleerlinge wat ingevolge enige ooreenkoms of toekenning kragtens die Wet toegelaat word om diamante te saag, slyp of poleer, mag sodanige werkmense tydens dié tydperk van korttyd nie toegelaat word om meer diamante te saag, slyp of poleer nie as ruwe en/of gekloofde diamante van 0,89 (komma negen-en-tagtig) karaat of gesaagde diamante van 0,44 (komma vier-en-veertig) karaat as die grootte en/of massa wat hulle toegelaat word om te saag, slyp of poleer meer is as voormelde grootte en/of massa.

(6) Werkmense moet minstens 24 uur kennis van korttyd gegee word ingevolge hierdie subklousule gegee word en die werkgewer moet, aanneer hy dié kennis gee, ingevolge die toepaslike bepalinge in die Wet op Vakleerlinge aansoek doen om al sy vakleerlinge wat in dieselfde aangewese bedryf in diens is as dié in die vakmanne wat korttyd moet werk, korttyd te laat werk am met die vakmanne in sy bedryfsinrigting, en hy moet die vakleerlinge korttyd laat werk onmiddellik nadat dié aansoek ingestaan is. As die Registrateur van Vakleerlinge of 'n ander voegde owerheid ingestem het dat die vakleerlinge korttyd werk sonder dat dit nodig is om uitdruklik aansoek te doen of hierbo uiteengesit, moet die vakleerlinge en vakmanne gelyktydig korttyd begin werk.

(7) Die werkgewer se verpligting ingevolge subklousule (3) hiervan vervall ten opsigte van korttyd sodra 'n ooreenkoms of toekenning kragtens die Wet waarby die saag, slyp of poleer van diamante vir vakmanne voorbehou word, die massa van diamante verminder tot 0,89 (komma negen-en-tagtig) karaat, of minder, in die geval van ruwe en/of gekloofde diamante van 0,44 (komma vier-en-veertig) karaat, of minder, in die geval van gesaagde diamante, en dié verpligting word weer van toepassing sodra 'n ooreenkoms of toekenning kragtens die Wet van genoemde massa van diamante later verhoog tot meer as 0,89 (komma negen-en-tagtig) karaat in die geval van ruwe en/of gekloofde diamante of meer as 0,44 (komma vier-en-veertig) karaat in die geval van gesaagde diamante.

(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) The provisions of this clause shall not apply to a watchman.

10. SHORT-TIME

(1) *Short-time Permissibility*.—Short-time may be worked only in the circumstances provided for in this clause.

(2) *Normal Short-time*.—(a) Short-time may be worked in the following circumstances and subject to the conditions stated in this subclause:

(i) In the event of breakdown of plant, machinery, equipment or power caused by accident, damage, mechanical or power fault, or other unforeseen cause; or

(ii) in the event of removal, installation or replacement of machinery or equipment or transfer to other premises.

(b) Whenever a journeyman is placed on short-time in terms of this clause, he shall be paid a minimum of R15 (fifteen rand) per day for each day he is on short-time: Provided that no deduction from wages in respect of non-working time shall be made unless the employer has given his employee notice that short-time is to operate, not later than on the day preceding the commencement of the said short-time: Provided further that deduction in terms of this subclause shall be limited in respect of non-working time to a period not exceeding 10 working days in the aggregate in any calendar month and not exceeding 30 working days in the aggregate in any one calendar year.

(3) *Special short-time*.—Whenever a journeyman is placed on short-time because his employer has insufficient rough diamonds for processing, or owing to slackness of trade or any other reason, such employee shall be paid the difference between R75 (seventy-five rand) per week and 60 per cent of this average daily rate for each day he is on short-time: Provided that a journeyman shall cease to be entitled to payment as prescribed in this subclause in respect of short-time whenever the number of days he has been on short-time exceeds 40 days in the aggregate in any one calendar year.

(4) During the operation of short-time all journeymen and apprentices in each respective designated trade in an establishment shall be required to work the same amount of reduced working time which the employer elects to work in his establishment excepting where an interchange from one designation to another designation has been or can be introduced in such establishment.

(5) During any period of short-time worked in any establishment, the employer concerned shall not give out work to be done on commission in any other establishment. In the event of the employer having in his employ employees other than journeymen and apprentices who are permitted to saw, cut or polish diamonds in terms of any agreement or award in terms of the Act, such employees shall not during the period of such short-time be permitted to saw, cut or polish diamonds in excess of 0,89 (comma eighty-nine) carats in the rough and/or cleaved state or 0,44 (comma forty-four) carats in the sawn state, if the sizes and/or mass they are permitted to saw, cut or polish are in excess of the aforementioned sizes and/or mass.

(6) Not less than 24 hours' notice of short-time in terms of this subclause shall be given to employees and at the time of giving such notice, the employer shall simultaneously make application in terms of the relevant provisions of the Apprenticeship Act to place all his apprentices, who are engaged in the same designation as that of the journeymen who are to work short-time, on short-time with the journeymen in his establishment, and shall place the apprentices on short-time immediately such application has been granted. In the event of the Registrar of Apprenticeship or other competent authority having given his consent to the apprentices being placed on short-time, without the necessity of making specific application as set out above, the apprentices shall be placed on short-time simultaneously with the journeymen.

(7) The employer's obligation in terms of subclause (3) hereof shall cease to apply in respect of short-time whenever any agreement or award in terms of the Act under which the sawing, cutting or polishing of diamonds is reserved for journeymen, reduces the mass of such diamonds to 0,89 (comma eighty-nine) carats in the rough and/or cleaved state or 0,44 (comma forty-four) carats in the sawn state, or less, and such obligation shall re-apply whenever any agreement or award in terms of the Act subsequently increases the said mass above 0,89 (comma eighty-nine) carats in the rough and/or cleaved state or 0,44 (comma forty-four) carats in the sawn state.

11. AANSPORINGSBONUSSKEMAS

(1) As 'n werkgewer van sy werknemers vereis om aan 'n aansporingsbonusskema deel te neem, moet hy met dié werknemers onderhandel oor 'n tarief of skaal of grondslag waaroor hulle kan ooreenkom en waarop so 'n bonus bereken kan word, en die besonderhede van sodanige ooreenkoms moet binne 'n maand nadat so 'n aansporingsbonusskema wedersyds aanvaar is skriftelik aan die Sekretaris voorgelê word en die afsonderlike bepalings daarvan moet in ooreenstemming met hierdie Ooreenkoms wees.

(2) Behoudens klousule 5 (4), moet 'n werkgewer sy werknemer wat vir enige tydperk volgens 'n aansporingsbonusskema by hom in diens is, besoldig teen die tarief waaroor die werkgewer en sy werknemer ooreengekom het: Met dien verstande dat die werkgewer sodanige werknemer ten opsigte van elke week waartydens aansporingsbonusskemawerk verrig word minstens die weekloon moet betaal wat voorgeskryf is in klousule 4 (1), gelees saam met klousule 6 (9), 6 (10) en 6 (11), afgesien van die hoeveelheid of opbrengs van werk verrig.

(3) Die werkgewer moet besonderhede van die ooreenkoms in subklousule (1) genoem skriftelik verskaf en die Raad en elkeen van sy werknemers wat aan so 'n skema deelneem, van 'n kopie van die Ooreenkoms voorsien.

(4) 'n Werkgewer of werknemer wat voornemens is om 'n ooreenkoms betreffende 'n aansporingsbonusskema te kanselleer of oor 'n wysiging daarvan te onderhandel, moet minstens 'n week skriftelike kennis van sy voorneme gee: Met dien verstande dat na drie maande diens minstens 'n maand skriftelike kennis van sodanige voorneme gegee moet word.

(5) Geen diamantpoleerder of -slyper mag in diens geneem word om stukwerk te verrig nie.

12. BESKERMENDE KLERE

(1) Dit is die verantwoordelikheid van elke graad I-werknemer en vakleerling om korrek en behoorlik aangetrek te wees ten einde sy werk veilig en doeltreffend tot tevredenheid van die Raad te verrig.

(2) Elke werkgewer met aan elk van sy graad I-werknemers en vakleerlinge 'n toelae van R12 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 werkloos is op die eerste betaaldag van Februarie, moet 'n pro rata-bedrag van die toelae betaal word, bereken op 'n grondslag van R1 per maand of deel daarvan van elke ander maand in die jaarlikse siklus. Die toelae moet betaal word deur die eerste werkgewer by wie hy in diens is na die eerste betaaldag in Februarie en moet op die werknemer se eerste betaaldag betaal word: Met dien verstande dat die werkgewer, in plaas daarvan om die toelae bedoel in subklousules (2) en (3) hiervan te betaal, elke jaar beskermende klere aan sy werknemer kan verskaf, en dié beskermende klere bly die eiendom van die werkgewer.

13. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE OUDERDOM VAN 15 JAAR

'n Werkgewer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

14. DIENSSERTIFIKAAT

'n Werkgewer moet, op versoek van 'n werknemer, by beëindiging van die dienskontrak van so 'n werknemer, aan hom 'n dienssertifikaat uitreik waarop die volgende voorkom: Die volle name van die werkgewer en sy werknemer, die aard van die werk, die datums waarop die kontrak begin en beëindig is en die besoldiging op die datum van diensbeëindiging: Met dien verstande dat die werkgewer in die geval van 'n klerk so 'n sertifikaat moet uitreik, afgesien daarvan of hy daarom versoek is of nie.

15. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens die Raad se diensbeëindigingsooreenkoms, gepubliseer kragtens artikel 48 van die Wet, moet 'n werkgewer of werknemer wat voornemens is om 'n dienskontrak te beëindig—

(a) gedurende die eerste week diens, 24 uur kennis gee;

(b) na die eerste week diens en gedurende die eerste ses maande diens, een week kennis gee;

(c) na die eerste ses maande diens, een maand kennis gee van sy voorneme om die kontrak te beëindig, of 'n werkgewer of 'n werknemer kan die dienskontrak sonder kennisgewing beëindig deur minstens die volgende aan die werknemer te betaal of aan die werkgewer te verbeur:

(i) In die geval van 24 uur kennis, een vyfde van die weekloon wat 'n werknemer op die datum van diensbeëindiging ontvang;

(ii) in die geval van een week kennis, die weekloon wat die werknemer op die datum van diensbeëindiging ontvang; en

(iii) in die geval van een maand kennis, vier en een derde maal die weekloon wat die werknemer op die datum van diensbeëindiging ontvang;

11. INCENTIVE BONUS SCHEMES

(1) Whenever an employer requires his 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 bonus can be calculated, and details of such agreement shall be submitted to the Secretary in writing within one month of the mutual acceptance of such incentive bonus scheme details of which shall be in accordance with this Agreement.

(2) Save as provided in clause 5 (4), an employer shall pay his employee employed on an incentive bonus scheme 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 such employee in respect of each week during which incentive bonus scheme work is performed not less than the weekly wage prescribed in clause 4 (1) read with clause 6 (9), 6 (10) and 6 (11).

(3) An employer shall provide written details of the agreement referred to in subclause (1), a copy of which shall be supplied to the Council and to each of his employees participating in any such scheme.

(4) An employer or employee who intends to cancel or negotiate for an alteration of an agreement in regard to an incentive bonus scheme shall give not less than one week's written notice of such intention: Provided that after three months' employment not less than one month's written notice of such intention shall be given.

(5) No diamond polisher or cutter may be employed on piece-work.

12. PROTECTIVE CLOTHING

(1) It shall be the responsibility of every Grade I employee and apprentice to 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 employee and apprentices a protective clothing allowance of R12 per year and the allowance shall be paid on the first pay-day of February of 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 R1 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 subclauses (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 15 YEARS

An employer shall not employ any person under the age of 15 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 a clerical employee the employer shall furnish such certificate whether or not requested to do so.

15. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to the provisions of the Council's Termination of Employment Agreement published in terms of section 48 of the Act, an employer or employee who desires to terminate the contract of employment shall give—

(a) during the first week of employment, 24 hours' notice;

(b) after the first week of employment and during the first six months of employment, one week's notice;

(c) after the first six months of employment, one month's notice of his intention 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—

(i) in the case of 24 hours' notice, one-fifth of the weekly remuneration which the employee is receiving at the date of termination;

(ii) in the case of one week's notice, the weekly remuneration which the employee is receiving at the date of termination;

(iii) in the case of one month's notice, four and one-third times the weekly remuneration which the employee is receiving at the date of termination;

Met dien verstande dat dit nie die volgende mag raak nie:

(aa) Die reg van 'n werkgewer of werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig;

(ab) 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye en vir langer as die kennisgewingtydperk in hierdie klousule voorgeskryf;

(ac) die geldigheid van verbeuring of boetes wat regtens van toepassing is ten opsigte van 'n werknemer wat dros.

(2) Waar 'n ooreenkoms aangegaan word kragtens die tweede voorbehoudsbepaling van subklousule (1), moet die betaling of verbeuring in plaas van kennisgewing in verhouding wees tot die kennisgewingtydperk waarvoor ooreengekom is.

(3) Die kennisgewing in subklousule (1) bedoel, mag nie geskied gedurende, of 'n gedeelte daarvan mag nie saamval nie met die werknemer se afwesigheid—

(a) met jaarlikse verlof kragtens klousule 7;

(b) met siekteverlof van drie weke kragtens klousule 8 (1);

(c) gedurende 'n tydperk waarin die werknemer geregtig is op die betaling van siektebesoldiging kragtens die Siektebesoldigingsfonds in klousule 8 (3) bedoel, en vir die toepassing van hierdie subklousule is 'n werknemer geregtig op siektebesoldiging van altesaam hoogstens ses weke in 'n bepaalde jaar;

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

(e) van werk gedurende korttyd ingevolge hierdie Ooreenkoms.

(4) Die kennisgewing in subklousule (1) bedoel, word van ag met ingang van die datum waarop dit gegee word, en houdens subklousule (3), kan dit te eniger tyd gegee word in 'n geval van 24 uur kennis of een maand kennis en moet dit 'n Vrydag gegee word in die geval van een week kennis.

(5) In gevalle waar kennisgewing van die beëindiging van die dienskontrak gekanselleer word, of waar daar geen onderbreking van 'n werknemer se diens is nie, word die kontrak geag aanneemend te wees.

16. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms, in die vorm voorgeskryf en die regulasies ingevolge die Wet, op 'n opvallende plek in sy bedryfsinrigting wat gereedelik sy werknemers toeganklik is, opplak en opgeplak hou.

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die raad aan of ten opsigte van enigiemand om 'n verloende rede vrystelling verleen van enigeen van die bepalings in hierdie Ooreenkoms.

(2) Die Raad moet, ten opsigte van enigiemand aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word. Met dien verstande dat die Raad, as hy dit goeddink, nadat 30 dae skriftelike kennis aan die betrokke persoon gegee is, die vrystelling kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarop volgende voorkom:

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan hy vrygestel is;

(c) die voorwaardes, ooreenkomstig subklousule (2) van hierdie klousule vasgestel, waarop dié vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word in volgorde nummer;

(b) 'n kopie behou van elke sertifikaat wat uitgereik word; en

(c) waar vrystelling verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer en werknemer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van 'n vrystellingsertifikaat kragtens hierdie klousule nakom.

(6) Vrystellings moet deur die Raad behandel word ooreenkomstig die bepalings van sy konstitusie.

18. PREMIES

Werkgewer mag geen premies vra of ontvang vir die opleiding van 'n werknemer nie.

19. BESTAANDE KONTRAKTE

Dienskontrak wat van krag is op die datum van inwerking van hierdie Ooreenkoms, of wat gesluit word na dié datum, is aan die bepalings van die Ooreenkoms onderworpe.

Provided that this shall not affect—

(aa) the right of an employer or an employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;

(ab) 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;

(ac) 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 subclause (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 subclause (1) shall not be given during, nor shall any period thereof run concurrently with, the employee's absence—

(a) on annual leave in terms of clause 7;

(b) on three weeks' sick leave in terms of clause 8 (1);

(c) during entitlement to payment of sick pay in terms of the Sick Pay Fund referred to in clause 8 (3), and for the purposes of this subclause such sick pay entitlement shall be limited to a maximum of six weeks in the aggregate in any year;

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

(e) from work during short-time in terms of this Agreement.

(4) The notice referred to in subclause (1), shall take effect from the date on which it is given, and save as provided for in subclause (3), may be given at any time in case of 24 hours' notice and one month's notice, and be given on a Friday in the case of one week's notice.

(5) 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, subject to the proviso to section 51 (3) of the Act, grant exemption 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 subclause (1) of this clause, the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after 30 days 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—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption has been granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

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

(c) where an exemption is granted, forward a copy of the licence to the employer and the employee concerned.

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

(6) Exemptions shall be dealt with by the Council in accordance with the provisions of its Constitution.

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. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgever en werknemer om dié agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir dié doel nodig is.

21. ADMINISTRASIE VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die Ooreenkoms en hy kan, vir die leiding van werkgevers en werknemers, menings uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie.

(2) 'n Geskilpunt wat mag ontstaan in verband met die vertolking van enigeen van die bepalinge van hierdie Ooreenkoms, moet aan die Raad verwys word.

22. FONDSE VAN DIE RAAD

Die fondse van die Raad berus by en word deur die Raad geadministreer, en word op die volgende wyse verkry:

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet die werkgever die bedrae wat hieronder uiteengesit word, aftrek van die loon van elk van sy werknemers vir wie 'n minimum loon in hierdie Ooreenkoms voorgeskryf word:

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

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

Voorts met dien verstande dat die jaarlikse verloftydperk in klousule 7 (1) voorgeskryf, nie hierdeur geraak word nie en dat die toepaslike bedrag vir dié tydperk afgetrek moet word.

<i>Werknemers</i>	<i>Maandelikse afrekkings</i>
	c
Graad I-werknemers (uitgesonderd vakleerlinge).....	65
Klerke.....	22
Vakleerlinge.....	11
Andere.....	11

Die totale bedrag wat aldus afgetrek is, tesame met 'n gelyke bedrag wat deur die werkgever bygedra moet word, moet voor of op die 10de dag van die maand wat volg op dié waarop die afrekkings betrekking het, aan die Sekretaris van die Raad, Posbus 2389, Johannesburg, 2000, gestuur word, tesame met 'n staat in die vorm voorgeskryf in Aanhangsel A.

23. GELEENTHEDE VIR AFGEVAARDIGDES VAN VAKVERENIGINGS—RAADSVERGADERINGS

Die werkgevers van afgevaardigdes in die Raad wat die vakvereniging verteenwoordig, moet hulle dié nodige geleentheid bied om die Raad se vergaderings by te woon, en hulle moet uit die fondse van die Raad vergoed word vir lone wat hulle as gevolg van die uitvoering van hul pligte in die Raad verloor het.

24. OPLEIDING VAN VAKLEERLINGE

Die pligte van en die werk wat verrig moet word deur 'n graad I-werknemer (en dit word geag 'n voorwaarde van sy indiensneming te wees) sluit die opleiding van vakleerlinge in.

25. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgever in die Nywerheid wat ruwe of gesaagde diamante van watter massa en/of grootte ook al saag en/of slyp en/of poleer, moet, as hy dit nie alreeds ingevolge 'n vorige ooreenkoms van die Raad gedoen het nie, binne 'n maand na die publikasie van hierdie Ooreenkoms, en elke nuwe werkgever moet binne 'n maand nadat hy met sy werksaamhede in die Nywerheid begin het, by die Raad registreer.

(2) Elke werkgever in subklousule (1) hiervan bedoel, moet, wanneer hy om registrasie aansoek doen, die volgende besonderhede verstrek:

(a) Die volle naam/name van die eienaar/eienaars of vennoot/venote of direkteur/direkteure;

(b) die adres waar die werksaamhede verrig word;

(c) die volle name en klassifikasie van werknemers in diens ten tyde van die aansoek, met inbegrip van graad IB-werknemers;

(d) die aard van die besigheid, dit wil sê gewone, meele of agtkant.

(3) Elke sodanige werkgever moet die Raad binne twee weke in kennis stel van 'n verandering in verband met (a), (b), (c) en (d) van subklousule (2) hierbo.

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 operation and on each pay-day thereafter, the amount 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.

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 less than two weeks in any month:

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

<i>Employee</i>	<i>Monthly deduction</i>
	c
Grade I employees (excluding apprentices).....	65
Clerical employees.....	22
Apprentices.....	11
Others.....	11

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 2389, Johannesburg, 2000, not later than the 10th 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 Council representing the trade union shall be given due facilities by their employers to attend any Council meetings and they shall be reimbursed for wages lost in pursuance of the duties of the Council from the funds of the Council.

24. TRAINING OF APPRENTICES

The duties of and the work to be performed by a Grade I employee (and the same shall be deemed to be a condition of his employment) shall include the training of apprentices.

25. REGISTRATION OF EMPLOYERS

(1) Every employer in the Industry who is engaged in sawing and/or cutting and/or polishing of rough or sawn diamonds of any mass and/or size whatsoever, who has not already done so in terms of a previous Agreement of the Council, shall register with the Council within one month of the publication of this Agreement and every new employer within one month of commencing work in the Industry.

(2) Every employer referred to in subclause (1) hereof shall at the time of applying for registration furnish the following particulars:

(a) Full name(s) of owner(s) or partners(s) or director(s);

(b) address where work is being carried on;

(c) full names and classification of employees engaged at time of application, including grade IB employees;

(d) nature of business, i.e., regular, meele or agtkant.

(3) Every such employer shall notify the Council within two weeks of any changes in connection with (a), (b), (c) and (d) of subclause (2) above.

26. WERKENDE WERKGEWERS, VENNOTE EN DIREKTEURE

(1) 'n Werkgewer, vennoot of direkteur wat graad I-werk voltyds verrig, moet die raad daarvan in kennis stel.

(2) 'n Werkgewer, vennoot of direkteur wat ophou om by die bank te werk soos in subklousule (1) bedoel, moet die Raad daarvan in kennis stel.

(3) Behoudens klousule 6 (5), mag 'n werkgewer, vennoot of direkteur te eniger tyd enige van die werksaamhede in die Diamantslypnywerheid verrig: Met dien verstande dat—

(a) alle werkende werkgewers, vennote en direkteure wat graad I-werk in die Nywerheid verrig, die werkure, tee- en etenspouses moet nakom, asook die aanvangs- en uitskeitye en bepalings in verband met openbare vakansiedae en jaarlikse verlof soos in die Ooreenkoms voorgeskryf;

(b) waar graad I-werknemers korttyd werk, alle werkende werkgewers, vennote en direkteure in so 'n bedryfsinrigting die verminderde werkure moet nakom ten opsigte van graad I-werk.

(4) Hierdie klousule is nie van toepassing nie op die houer van 'n diamantslyperslisensie wat met die bestuur van 'n bedryfsinrigting belas is en wat op die vorm in Aanhangsel E voorgeskryf by die Raad geregistreer is, of op 'n graad I-werknemer wat 'n tydelike diamantslyperslisensie hou terwyl hy as plaasvervanger dien vir die houer van 'n permanente lisensie, soos in hierdie klousule bedoel, gedurende laasgenoemde se afwesigheid: Met dien verstande dat uitsluiting verleen word ten opsigte van slegs een houer van 'n tydelike lisensie op 'n gegewe tyd in 'n bepaalde bedryfsinrigting.

27. VAKVERENIGINGARBEID

(1) Geen werkgewer wat lid van die Master Diamond Cutters' Association of South Africa is, mag 'n vakman in diens neem nie, tensy so 'n persoon lid van die South African Diamond Workers' Union is en 'n erkende dienskaart kan toon wat deur die vakvereniging aan sy lede uitgereik word. So 'n kaart moet deur die werkgewer en die werknemer onderteken word en die werknemer moet dit binne 48 uur aan die vakvereniging terugbesorg.

(2) Geen lid van die South African Diamond Workers' Union wat 'n vakman is, mag diens aanvaar by 'n werkgewer wat nie lid van die Master Diamond Cutters' Association of South Africa is nie, of in die diens van 'n werkgewer bly wat meer as 30 dae nie langer lid van die Master Diamond Cutters' Association of South Africa is nie.

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

(4) Geen werkgewer wat lid van die Master Diamond Cutters' Association of South Africa is, mag invorderingsgeld aftrek van die gelde, ledegeld, verskuldigde bedrae of afrekkings wat hy van sy werknemers se besoldiging moet aftrek as sodanige werknemers lede van die South African Diamond Workers' Union is nie.

28. AANGEWSE VOORMAN

(1) Waar 'n werkgewer 'n voorman of voormanne in 'n bedryfsinrigting in diens het, moet die werkgewer die Raad skriftelik in kennis stel van dié werknemer/s wat hy as aangewese voorman/ne in sodanige bedryfsinrigting aangewys het.

(2) 'n Werkgewer word tot een aangewese voorman beperk: Met dien verstande dat in 'n bedryfsinrigting waar meer as 20 vakmanne en vakleerlinge graad I-werk verrig, sodanige bedryfsinrigting een aangewese voorman in diens mag hê vir elke 20 vakmanne en vakleerlinge of gedeelte daarvan wat graad I-werk verrig.

(3) Die Raad moet 'n sertifikaat aan die werkgewer van 'n aangewese voorman uitreik wat die werknemer se aanwysing bevestig.

29. ALGEMENE JAARVERGADERING VAN VAK-VERENIGING

Werkgewers van lede van die vakvereniging moet hulle die oidge geleentheid bied om die algemene jaarvergadering van die etrokke tak van die vakvereniging by te woon, en waar so 'n vergadering gedurende die gewone werkure van 'n werknemer ehou word, mag geen bedrag afgetrek word van die besoldiging aan 'n werknemer wat van sy werk afwesig is omdat hy so 'n vergadering bywoon nie: Met dien verstande dat daar van 'n werkgewer vereis mag word om 'n werknemer vir minstens agt uur in 'n bepaalde jaar teen sy basiese loon te betaal ten opsigte van 'n tydperk van afwesigheid weens die werknemer se ywoning van die algemene jaarvergadering: Voorts met dien verstande dat die vakvereniging bevestig het dat die werknemer 'n vergadering bygewoon het.

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 subclause (1) shall advise the Council to this effect.

(3) Subject to clause 6 (5), any employer, partner or director may at any time perform any of the operations in the Diamond Cutting Industry: Provided that—

(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 prescribe 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.

(4) The provisions of this clause shall not apply to holders of a 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, or to a Grade I employee holding a temporary diamond cutter's licence whilst deputising for the holder of a permanent licence referred to in this clause during the absence of the permanent licensee: Provided that the exclusion in the case of a temporary licence holder shall be in respect of only one such holder at any given time in any one establishment.

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 journeyman unless such person is a member of the South African Diamond Workers' Union and can produce a recognised employment card issued by the trade union to its members. Such cards 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.

(2) No member of the South African Diamond Workers' Union who is a journeyman 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 for a period exceeding 30 days.

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

(4) No employer who is a member of the Master Diamond Cutter's Association of South Africa shall deduct a collection free from any fees, subscriptions, dues or deductions which he is required to deduct from his employees' remuneration if such employees are members of the South African Diamond Workers' Union.

28. DESIGNATED FOREMAN

(1) Whenever an employer employs a foreman or foremen in any establishment the employer shall, in writing, to the Council, designate such employees as the designated foreman/foremen in such establishment.

(2) The employer shall be limited to one designated foreman: Provided that in any establishment employing more than 20 journeymen and apprentices engaged on Grade I work, such establishment may employ one designated foreman for every 20 journeymen and apprentices or part thereof engaged on Grade I work.

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

29. 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 their respective branch 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 owing to his attendance at such meeting: Provided that an employer shall be required to pay an employee for not less than eight hours during any year in respect of any period of absence owing to the employee's attendance at the annual general meeting at his basic wage: Provided further that the trade union has confirmed that the employee has attended such meeting.

Hierdie klousule is nie van toepassing nie op aangewese voormanne of vakleerlinge of op nie-aangewese voormanne wat verkies om nie die algemene jaarvergadering by te woon nie, met 'n getalsverhouding van 1 tot 20 vakleerlinge met 'n maksimum van twee sodanige nie-aangewese voormanne in 'n bedryfsinrigting.

30. AANVANGS- EN UITSKEITYD VAN WERK

Elke werkgever moet—

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

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

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

31. SEKURITEITSKLOUSULE

Waar 'n werkgever van 'n werknemer vereis om sekuriteitsprosedures en -fasiliteite na te kom en te gebruik ten opsigte van diamante terwyl hulle in die werknemer se besit is, en dié prosedures en fasiliteite deur die Raad goedgekeur is, word die werknemer, benewens die reg op vergoeding wat 'n werkgever ingevolge 'n geregtelike proses kan uitoefen, en behoudens die bepalings van die Raad se Diensbeëindigingsooreenkoms gepuliseer kragtens artikel 48 van die Wet, geag sy plig te versuim het, wat voldoende rede is vir sy onmiddellike ontslag, as hy nagelaat het om genoemde prosedures en fasiliteite na te kom en te gebruik, en diamante verdwyn het terwyl hulle in genoemde werknemer se besit was.

Besonderhede van sodanige prosedures en fasiliteite moet op die kennisgewingsbord van die bedryfsinrigting vertoon word.

Vir en namens die partye op hede die 10de dag van Mei 1977 te Johannesburg onderteken.

W. A. DAVIDSON, Namens die Master Diamond Cutters' Association of South Africa daartoe gemagtig.

R. RICH, Namens die South African Diamond Workers' Union daartoe gemagtig.

T. J. MARCHAND, Sekretaris van die Raad.

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

Telefoon: 23-9958/9

Posbus 2389, Johannesburg, 2000

AANHANGSEL A

[Vorm wat ingevul moet word ingevolge klousule 22 van die Hoof-ooreenkoms]

Naam en adres van firma.....Maand.....

Identiteits-/Persoons-kaart-nommer	Familienaam	Voorname	Heffings van Raad	Opmerkings

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

Telefoon: 23-9958/9

Posbus 2389, Johannesburg, 2000

AANHANGSEL B

[Kennisgewing van die verhoging of verlaging van of enige verandering in die besoldiging van 'n graad I-werknemer wat ingevul moet word ingevolge klousule 4 (2) van die Hoof-ooreenkoms]

Naam van werkgever.....

Naam van werknemer.....

Besoldiging wat werknemer ontvang het.....

Gewysigde besoldiging.....

Datum van verandering.....

This clause shall not apply to designated foremen or apprentices or to non-designated foremen electing not to attend the annual general meeting on a ratio of 1 to 20 apprentices with a maximum of two such non-designated foremen in any establishment.

30. 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).

31. SECURITY CLAUSE

Whenever an employer requires an employee to observe and utilise security procedures and facilities in respect of diamonds whilst they are in the employee's possession, and such procedures and facilities have been approved by the Council, the employee, in addition to the right to compensation which the employer can exercise in terms of or under the process of any law, shall, subject to the provisions of the Council's Termination of Employment Agreement published in terms of section 48 of the Act, be deemed to have committed a neglect of duty which furnishes grounds for summary dismissal, if he has failed to observe and utilise the said procedures and facilities and diamonds whilst in the said employee's possession have disappeared.

Details of such procedures and facilities shall be exhibited on the notice board of the establishment.

Signed at Johannesburg for and on behalf of the parties, this 10th day of May 1977.

W. A. DAVIDSON, Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

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

T. J. MARCHAND, Secretary of the Council.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

Telephone: 23-9958/9

P.O. Box 2389, Johannesburg, 2000

ANNEXURE A

(Form to be completed in terms of clause 22 of the Main Agreement)

Name and address of firm..... Month of.....

Identity No.	Surname	First names	Council levies	Remarks

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

Telephone: 23-9958/9

P.O. Box 2389, Johannesburg, 2000

ANNEXURE B

[Notification of increase, decrease or any alteration in the remuneration of a Grade I employee to be completed in terms of clause 4 (2) of the Main Agreement]

Name of employer.....

Name of employee.....

Rate of pay which employee was receiving.....

Altered rate of pay.....

Date of alteration.....

**NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA**

Telefoon: 23-9958/9
Posbus 2389
Johannesburg, 2000

Diamond Exchangegebou 213
De Villiersstraat 85
Johannesburg, 2001

AANHANGSEL C

[Vorm wat ingevul moet word ingevolge klousules 7 (7) en 9 (3) (b) van die Hoofoorreenskoms]

(a) Pro rata-verlofbesoldiging; (b) Aanpassing vir openbare vakansiedae met besoldiging wat buite die jaarlikse verloftydperk val en (c) Pensioenfondsaftrekking van pro-rata-verlofbesoldiging.

Naam van werkgewer.....
Naam van werknemer.....
Dienststermyn deur bewysstuk gedek.....
Gemiddelde dagloon ooreenkomstig klousule 7 (6).....

(a) Pro rata-verlofbesoldiging soos verskuldig, bereken teen 1 dag se loon vir elke maande wat van toepassing is.....

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

(c) Min aftrekking van 5% vir bydrae tot die Pensioenfonds, Posbus 8304, Johannesburg, 2000.

Handtekening van werknemer.....
Handtekening van werkgewer.....
Datum.....

Een kopie van hierdie bewysstuk moet aan die werknemer oorhandig word. Die oorspronklike, tesame met die bedrae in (a) en (b) hierbo gemeld, moet binne sewe dae na die beëindiging van die dienskontrak van die betrokke werknemer aan die Sekretaris van die Raad gestuur word en die bedrag wat ingevolge paragraaf (c) afgetrek word, moet gestuur word aan die Sekretaris, Pensioenfonds van die Diamond Cutting Industry of South Africa, Posbus 8304, Johannesburg, 2000, tesame met 'n gelyke bedrag deur die werkgewer bygedra.

**NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA**

Telefoon: 23-9958/9

Posbus 2389, Johannesburg, 2000

AANHANGSEL D

[Verwittiging van kennisgewing van beëindiging van dienskontrak ingevolge klousule 15 van die Hoofoorreenskoms en klousule 4 (5) (d) van die Diensbeëindigingsooreenskoms]

Hierby word verklaar dat.....
(naam van werknemer)

in diens by.....
(naam van werkgewer)

*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)

Verlang u dat die Raad tussenbeide tree in hierdie saak?

Meld "Ja" of "Nee".....

Handtekening van werkgewer..... *Ja/Nee

Handtekening van werknemer..... *Ja/Nee

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

**NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA**

Telefoon: 23-9958/9

Posbus 2389, Johannesburg, 2000

AANHANGSEL E

[Registrasie van houer van 'n diamantslyperslisensie ooreenkomstig klousule 26 (4) van die Hoofoorreenskoms]

Hierby word verklaar dat.....
(naam van houer van lisensie)

wat diens doen in die bestuur van.....

(naam van bedryfsinrigting)

die houer van 'n diamantslyperslisensie is.

Handtekening van houer van lisensie.....

Handtekening van werkgewer.....

Datum.....

Hierdie verklaring moet binne een maand na die publikasie van hierdie Ooreenskoms, of in die geval van nuwe toetreders tot die Nywerheid as houters van 'n diamantslyperslisensie binne een maand na die datum van sodanige toetrede, 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**

Telephones: 23-9958/9
P.O. Box 2389
Johannesburg, 2000

213 Diamond Exchange Buildings
85 De Villiers Street
Johannesburg, 2001

ANNEXURE C

[Form to be completed in terms of clauses 7 (7) and 9 (3) (b) of the Main Agreement]

(a) Pro rata leave pay, (b) Adjustment for paid public holidays falling outside the annual leave period and (c) Pension Fund deduction from pro rata leave pay.

Name of employer.....

Name of employee.....

Period of employment covered by this voucher.....

Average daily rate 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 rate.....

(c) Less 5% deduction for contribution to the Pension Fund, P.O. Box 8304, Johannesburg, 2000.....

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 and the amount deducted in terms of paragraph (c) to be forwarded to the Secretary, Diamond Cutting Industry of South Africa Pension Fund, P.O. Box 8304, Johannesburg, 2000, together with an equivalent amount contributed by the employer.

**INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA**

Telephone: 23-9958/9

P.O. Box 2389, Johannesburg, 2000

ANNEXURE D

[Notification of notice of termination of contract of employment in terms of clause 15 and clause 4 (5) (d) of the Termination of Employment Agreement]

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.

**INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA**

Telephone: 23-9958/9

P.O. Box 2389, Johannesburg, 2000

ANNEXURE E

[Registration of a holder of a diamond cutter's licence in terms of clause 26 (4) of the Main Agreement]

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 diamond cutter's 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 diamond cutters' licence, within one month of such date of entry.

* Delete whichever is inapplicable.

No. R. 1510

5 Augustus 1977

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Diamantslypnywerheid gepubliseer by Goewermentskennisgewing R. 1509 van 5 Augustus 1977, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 1511

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

DIAMANTSLYPNYWERHEID VAN SUID-
AFRIKA. — SIEKTEBESOLDIGINGSFONDSOORENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, 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 Diamantslypnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1987 eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWER-
HEID VAN SUID-AFRIKA

SIEKTEBESOLDIGINGSFONDSOORENKOMS

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

Master Diamond Cutters' Association of South Africa

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Diamond Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika (hierna die "Raad" genoem).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Republiek van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Diamantslypnywerheid betrokke is en deur alle vakmanne in genoemde Nywerheid wat lede van die vakvereniging is terwyl hulle in die diens van 'n lid van die werkgewersorganisasie is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet bepaal en bly van krag vir 'n tydperk van 10 jaar.

3. WOORDOMSKRYWING

Tensy onbestaanbaar met die samehang daarvan, het alle uitdrukkinge wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, dieselfde betekenis as in die Wet, en tensy die teenoorgestelde bedoeling blyk, word daar met woorde en uit-

No. R. 1510

5 August 1977

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Diamond Cutting Industry published under Government Notice R. 1509 of 5 August 1977, to be, on the whole, not less favourable to the employees 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.

S. P. BOTHA, Minister of Labour.

No. R. 1511

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH
AFRICA.—SICK PAY FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, 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 Diamond Cutting Industry, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1987, 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA

SICK PAY FUND AGREEMENT

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

Master Diamond Cutters' Association of South Africa

(hereinafter referred to as the "employers" or the "employers' organisation"), 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 (hereinafter referred to as the "Council").

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Republic of South Africa by all employers who are members of the employers' organisation and who are engaged in the Diamond Cutting Industry and by all journeymen in the said Industry who are members of the trade union whilst employed by a member of the employers' organisation.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be determined by the Minister of Labour, in terms of section 48 of the Act, and shall remain in operation for a period of 10 years.

3. DEFINITIONS

Unless inconsistent with the context thereof, any expression used in this Agreement, which is defined in the Act, shall have the same meaning as the Act, and unless the contrary intention appears, words and expressions importing the masculine shall

lukkings wat die manlike geslag aandui, ook die vroulike geslag bedoel, en met dié wat die enkelvoud aandui ook die meervoud bedoel, en omgekeerd; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Nywerheidsversoening, Wet 28 van 1956;

“ouditeur” ’n openbare ouditeur soos in die Wet omskryf;

“bystand” die bedrag aan lede betaalbaar ingevolge die reëls in hierdie Ooreenkoms voorgeskryf;

“komitee” die Bestuurskomitee van die Siektebesoldigingsfonds soos in klousule 6 bepaal word;

“bydraer” ’n werkgewer wat ’n lid van die werkgewersorganisasie is en wat tot die Fonds moet bydra ingevolge klousule 13 (1) en (3) ten opsigte van elke graad I-werknemer in sy diens wat lid van die vakvereniging is;

“Raad” die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika, geregistreer ingevolge die Wet;

“Diamantslypnywerheid” of “Nywerheid”, sonder om die ewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om ongeslypte sierdiamante in geslypte, gepoleerde sierdiamante te omskep en omvat dit ook die herslyp en/of herpoleer van sierdiamante en alle werksaamhede wat gepaard gaan met of voortspruit uit die saag, slyp en poleer van sierdiamante.

“vervaldatum” die einde van die maand waarop die bydraes in/of gelde betrekking het;

“werkgewer” ’n werkgewer in die Diamantslypnywerheid van Suid-Afrika wat lid is van die Master Diamond Cutters' Association of South Africa;

“Fonds” die Siektebesoldigingsfonds vir die Diamantslypnywerheid van Suid-Afrika;

“graad I-werknemer” ’n werknemer wat ’n vakman is wat diamante slyp en/of poleer en/of saag;

“graad I-werk” die slyp en/of poleer en/of saag van diamante;

“vakman” ’n werknemer wat graad I-werk verrig en—

(a) wat ’n leerlingskap in die Diamantslypnywerheid van Suid-Afrika uitgedien het ooreenkomstig die toepaslike bepalings van die Wet op Vakleerlinge, 1944; of aan wie vrystelling verleen is ooreenkomstig paragraaf (c) van die omskrywing van “vakleerling”;

(b) wat nie ’n werknemer is wat binne die bepalings van paragraaf (a) hiervan val nie, maar wat voor 27 April 1970 as vakman in die Nywerheid in diens was en spesifiek deur die Raad as vakman erken is;

(c) wat nie ’n werknemer is wat binne die bepalings van paragraaf (a) en (b) hiervan val nie, maar wat die Raad daarvan oortuig het dat hy voldoende vorige ondervinding of opleiding gehad het in ’n bedryf, soos in die Diamantslypnywerheid aangewys, om ’n bedryfstoets, soos deur die Raad voorgeskryf, af te lê, en in sodanige bedryfstoets geslaag het;

(d) wat beskik oor ’n vaardigheidsertifikaat uitgereik kragtens artikel 6 of ’n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951;

(e) wat as vakman in diens is in verband met die opleiding en toesig oor die werk van ander werknemers wat in verband met die saag en/of slyp en/of poleer van diamante werksaam is in soverre dat hulle toegelaat kan word om dié werk ingevolge enige ooreenkoms of toekenning kragtens die Wet in hierdie opsig te verrig;

“Hofooreenkoms” die Ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat ingevolge artikel 7 van die Wet gepubliseer is;

“lid” ’n vakman wat ’n lid van die vereniging is en wat ingevolge klousule 12 van hierdie Ooreenkoms verplig is om ’n lid in die Fonds te wees;

“besoldiging” die bedrag geld wat ’n werkgewer van tyd tot tyd aan sy werknemer moet betaal en wat op welke wyse ook uit sy diens spruit, en “besoldig” het ’n ooreenstemmende betekenis;

“siekte” of “ongesteldheid” dat ’n lid siek is en deur ’n mediese ampte gesertifiseer is as ongeskik om te werk en vir welke siektebesoldiging ingevolge klousule 14 betaalbaar is;

“totale verdienste” die totale besoldiging per dag waarop ’n geregtig was, gebaseer op—

(a) die gemiddelde ten opsigte van dae gewerk in die maand voor die siekte; of

(b) die gemiddelde ten opsigte van dae gewerk in die drie maande voor die siekte,

namlik die gunstigste bedrag.

include the feminine gender, and those signifying the singular shall include the plural and vice versa; further, unless inconsistent with the context:

“Act” means the Industrial Conciliation Act, Act 28 of 1956;

“auditor” means a public accountant as defined in the Act;

“benefits” means a payment due to members in terms of the rules prescribed in this Agreement;

“Committee” means the Management Committee of the Sick Pay Fund as provided for in clause 6;

“contributor” means an employer who is a member of the employers' organisation and who shall contribute to the Fund in terms of clause 13 (1) and (3) in respect of each Grade I employee employed by him, who is a union member;

“Council” means the Industrial Council for the Diamond Cutting Industry of South Africa, registered in terms 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, cutting and polishing gem diamonds;

“due date” means the end of the month to which the contributions and/or any dues relate;

“employer” means any employer in the Diamond Cutting Industry of South Africa who is a member of the Master Diamond Cutters' Association of South Africa;

“Fund” means the Sick Pay Fund for the Diamond Cutting Industry of South Africa;

“Grade I employee” means an employee who is a journeyman who is engaged in cutting and/or polishing and/or sawing diamonds;

“Grade I work” means the cutting and/or polishing and/or sawing of diamonds;

“journeyman” means an employee who performs Grade I work and—

(a) who has served an apprenticeship in the Diamond Cutting Industry of South Africa in accordance with the relevant provisions contained in the Apprenticeship Act, 1944; or in respect of whom an exemption had been granted in accordance with paragraph (c) of the definition of “Apprentice” in the Main Agreement;

(b) who being an employee not falling within the terms of paragraph (a) hereof has, prior to 27 April 1970, being employed in the Industry as a journeyman, been specifically accepted by the Council as a journeyman;

(c) being an employee not falling within the terms of paragraphs (a) and (b) hereof, who has satisfied the Council that he has had sufficient previous experience or training in a trade as designated in the Diamond Cutting Industry, to undergo a trade test as prescribed by the Council and passed such trade test;

(d) a person in possession of a certificate of proficiency issued in terms of section 6 or a trade diploma issued in terms of section 7 of the Training of Artisan Act, 1951;

(e) being a journeyman is employed in connection with the training and supervision of the work of other employees employed in connection with the sawing and/or cutting and/or polishing of diamonds to the extent that they may be permitted to perform such work in terms of any Agreement or Award in terms of the Act in this respect;

“Main Agreement” means the Agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

“member” means a journeyman who is a member of the union, and for whom membership of the Fund is compulsory in terms of clause 12 of this Agreement;

“remuneration” means the amount of money which an employee shall be paid by his employer from time to time arising in any manner whatsoever out of his employment and “remunerate” shall have a corresponding meaning;

“sickness” or “illness” means that a member is sick and has been certified by a medical officer as being incapacitated from work and for which sickness, sick pay is payable in terms of clause 14;

“total earnings” means the rate of total remuneration per day to which a member was entitled based on—

(a) the average in respect of days worked in the month prior to the illness; or

(b) the average in respect of days worked in the three months prior to the illness,

whichever is more favourable.

4. SIEKTEBESOLDIGINGSFONDS VIR DIE DIAMANT-SLYPNYWERHEID VAN SUID-AFRIKA

(1) Die Siektebesoldigingsfonds vir die Diamantslypnywerheid van Suid-Afrika, vroeër deur die partye by die Raad ingestel, word ingevolge hierdie Ooreenkoms voortgesit. Die doel van die Fonds is die verskaffing van bystand aan lede, soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds bestaan uit—

(a) alle geld wat voor die datum van inwerkingtreding van hierdie Ooreenkoms vir die rekening van die Fonds ingesamel of ontvang is;

(b) alle geld wat vir die rekening van die Fonds ingesamel of ontvang word;

(c) bydraes ingevolge klousule 13 van die Ooreenkoms betaal;

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

(e) alle ander geld waarop die Fonds uit hoofde van hierdie Ooreenkoms of om 'n ander rede geregtig word, of geld wat aan die Fonds geskenk word.

(3) Alle geld wat voor die regulering van die Fonds ingevolge hierdie Ooreenkoms namens 'n lid in die Fonds gestort word, is in die Fonds se krediet en onderworpe aan die voorwaardes hierin voorgeskryf.

5. GEREГИSTREERDE KANTOOR

Die geregistreerde kantoor van die Fonds is by die hoofkantoor van die vereniging of dié kantoor wat die vereniging voorsien en alle betalings wat aan die Fonds verskuldig is, moet by die geregistreerde kantoor van die Fonds gedoen word in die geld van die Republiek van Suid-Afrika.

6. ADMINISTRASIE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee deur die Raad aangestel, hierna die "Komitee" genoem, wat bestaan uit twee verteenwoordigers wat uit die geledere van elkeen van die partye aangestel is. Die onderskeie partye moet 'n plaasvervanger vir elke verteenwoordiger aanstel. Wanneer die prinsipaal sy plaasvervanger in kennis stel dat hy (die prinsipaal) nie 'n vergadering kan bywoon nie, moet die plaasvervanger die vergadering bywoon en al die funksies van sy prinsipaal uitvoer, met inbegrip van stem. Die verteenwoordigers en plaasvervangers moet of werkgewers of werknemers in die Nywerheid of betaalde beamptes van die organisasie of vakvereniging wees, na gelang van die geval.

(2) Ingeval die Komitee om enige rede nie in staat is nie of onwillig is om sy pligte uit te voer, moet die Raad dié pligte uitvoer en die Komitee se bevoegdhede uitoefen, en indien daar op dié tydstip nie 'n Raad bestaan nie, moet daar met die aangeleentheid gehandel word soos in klousule 18 (3) van hierdie Ooreenkoms bepaal.

7. PLIGTE EN FUNKSIES VAN DIE KOMITEE

(1) Die Komitee—

(a) moet op sy eerste vergadering na die inwerkingtreding van hierdie Ooreenkoms, 'n Voorsitter, 'n Ondervoorsitter en 'n Tesourier uit die geledere van sy lede kies en 'n Sekretaris en dié ander personeel wat hy nodig ag, aanstel vir die behoorlike en doeltreffende administrasie van die sake van die Fonds;

(b) beskik oor die bevoegdheid om na goedgekeurde Sekretaris en enige lid van die personeel te ontslaan, en van tyd tot tyd nuwe en/of bykomende personeel aan te stel;

(c) moet die besoldiging van alle persone in sy diens vasstel en van tyd tot tyd dié aanpassings maak wat hy nodig ag.

(2) Die Komitee kan, op die Fonds se onkoste, 'n getrouheidspolis ten opsigte van die Sekretaris en enige ander werknemer van die Fonds uitneem vir dié bedrae waarop die Komitee besluit.

(3) Die Komitee kan op naam van die Fonds by 'n geregistreerde bank 'n bankrekening open waarop gewerk moet word met tjeks wat deur die Voorsitter, die Tesourier en die Sekretaris onderteken word. Twee alternatiewe ondertekenaars moet aangestel word wat tydens die afwesigheid van die Voorsitter of die Tesourier of die Sekretaris tjeks moet onderteken. Die endorsement van enigeen van die ondertekenaars op 'n tjek is voldoende om dit in die bankrekening van die Fonds te stort.

(4) Die Komitee kan 'n verandering van bydraes of ledelgde wat deur die partye hierby betaalbaar is en die skale van siektebesoldiging wat aan lede van die Fonds betaalbaar is, van tyd tot tyd by die Raad aanbeveel.

(5) Vir die doeltreffender uitvoering van die doelstellings en sake van die Fonds, kan die komitee subkomitees aanstel en dié pligte wat hy goedgeind aan sodanige subkomitees deleger. Die bepalings van artikel 25 van die Wet is *mutatis mutandis* van toepassing op die aanstelling en funksies van sodanige subkomitees.

4. SICK PAY FUND FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

(1) The Sick Pay Fund for the Diamond Cutting Industry of South Africa, previously established by the parties to the Council, is continued in terms of this Agreement. The purpose of the Fund shall be the provision of benefits to members as provided for in this Agreement.

(2) The Fund shall consist of—

(a) any moneys collected or received for the account of the Fund prior to the date of coming into operation of this Agreement;

(b) any moneys collected or received for the account of the Fund;

(c) contributions paid in terms of clause 13 of the Agreement;

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

(e) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason or which may be donated to the Fund.

(3) Any moneys paid into the Fund on behalf of any member prior to the regulation of the Fund in terms of this Agreement shall stand to the Fund's credit and be subject to the terms and conditions as herein prescribed.

5. REGISTERED OFFICE

The registered office of the Fund shall be at the head office of the union or such office as provided by the union and all payments due to the Fund shall be made at the registered office of the Fund in the currency of the Republic of South Africa.

6. ADMINISTRATION

(1) The administration of the Fund shall be vested in a Management Committee appointed by the Council, hereinafter referred to as the "Committee" consisting of two representatives appointed from each of the parties. An alternate shall be appointed in respect of each representative by the respective parties. The alternate, when notified by his principal that he, the principal, cannot attend a meeting, shall attend the meeting and shall fulfil all the functions of his principal, including that of voting. The representatives and alternates shall either be employers or employees in the Industry or paid officials of the employers' organisation or trade union, as the case may be.

(2) In the event of the Committee being unable or unwilling to perform its duties for any reason, the Council shall perform such duties and exercise the Committee's powers, and in the event of there being no Council in existence at the time the matter shall be dealt with as provided in clause 18 (3) of the Agreement.

7. DUTIES AND FUNCTIONS OF THE COMMITTEE

(1) The Committee shall—

(a) at its first meeting after the inception of this Agreement elect a Chairman, a Vice-Chairman and a Treasurer from among its members and appoint a Secretary and such other staff as it deems necessary for the proper and efficient administration of the affairs of the Fund;

(b) have the right at its discretion to dismiss the Secretary and any member of the staff, and from time to time make new and/or additional staff appointments;

(c) fix the remuneration of all persons employed by it and from time to time make such adjustments as it may deem necessary.

(2) The Committee may take out, at the Fund's expense, a fidelity policy in respect of the Secretary and any other employee of the Fund for such amounts as may be decided upon by the Committee.

(3) The Committee may open a banking account with a registered bank in the name of the Fund which shall be operated upon by cheques signed by the Chairman, the Treasurer and the Secretary. Two alternate signatories shall be appointed who may sign cheques in the absence of the Chairman or the Treasurer or the Secretary. The endorsement of any of the signatories on a cheque shall be sufficient for the purpose of paying it in the banking account of the Fund.

(4) The Committee may recommend from time to time to the Council, a variation of contribution or subscription payable by the parties hereto and rates of sick pay payable to members of the Fund.

(5) For the more effective carrying out of the objects and business of the Fund, the Committee may appoint subcommittees and delegate such duties as it may deem fit to such subcommittees. The provisions of section 25 of the Act shall apply *mutatis mutandis* to the appointment and functions of such subcommittees.

(6) Die Komitee beskik oor die bevoegdheid om reëls te maak en te wysig, wat nie onbestaanbaar is nie met die bepalings van hierdie Ooreenkoms of die Wet. 'n Kopie van sodanige reëls en alle wysigings daarvan moet by die Raad en die Nywerheids-registrateur ingedien word.

(7) Die Komitee beskik oor die bevoegdheid—

(a) om tenders te vra, ooreenkomste aan te gaan, professionele advies in te win oor enige saak rakende die belange van die Fonds en om, waar hy dit vir die Fonds se doeleindes nodig en/of dienstig ag, ooreenkomste te ontbind en te verander, wat binne die gebied en vereistes van die Fonds se sake val;

(b) om op naam van en namens die Fonds enige aksie of regsproses in enige hof of by arbitrasie deur of teen die Fonds of sy beamptes of werknemers, betreffende die sake van die Fonds, in te stel, te verdedig, te laat vaar of 'n skikking daarby te tref.

(8) Die Komitee beskik oor die bevoegdheid en gesag om al dié dinge te doen wat, na sy goëddunke, nodig is om die doelstellings van die Fonds te bereik.

8. STEMMING

(1) Oor alle aangeleenthede is stemkrag op die grondslag van gelyke verteenwoordiging aan albei kante. 'n Plaasvervanger mag nie op 'n vergadering stem wat deur sy prinsipaal bygewoon word nie.

(2) Alle besluite moet met 'n meerderheidstem aanvaar word.

(3) Indien daar 'n staking van stemme oor enige besluit is en die betrokke aangeleentheid, na die mening van die Voorsitter, nie deur die Komitee opgelos kan word nie, moet dié dooie punt na die Raad vir sy beslissing verwys word, en die Raad se beslissing is finaal en bindend.

9. KWORUM

(1) Op 'n Komiteevergadering is die kworum een verteenwoordiger van elkeen van die partye, plus die Voorsitter.

(2) Die kworum vir 'n subkomiteevergadering is een verteenwoordiger van elkeen van die partye.

(3) Indien daar binne 15 minute na die aanvangstyd wat daar vir 'n vergadering van die Komitee of 'n subkomitee bepaal is, nie 'n kworum is nie, word die vergadering verdaag tot 'n datum wat deur die Voorsitter bepaal word, en behoudens subklousule (1), bestaan 'n kworum uit die lede teenwoordig op so 'n verdaagde vergadering waarvan die lede skriftelik in kennis gestel is.

10. ONTRUIMING VAN SETELS DEUR LEDE VAN DIE KOMITEE

(1) 'n Lid ontruim sy setel in die Komitee indien—

- (a) hy bedank;
- (b) hy sonder verlof van afwesigheid van die Komitee, van drie agtereenvolgende vergaderings afwesig is;
- (c) hy deur die party wat hy verteenwoordig teruggetrek of verwyder word;
- (d) hy nie meer aktief by die Nywerheid betrokke is nie of ophou om 'n betaalde beampte van die werkgewersorganisasie of die vakvereniging te wees.

(2) Wanneer 'n lid sy setel ontruim om enige rede in subklousule (1) genoem, moet die party wat hy verteenwoordig het e vakature onmiddellik vul en die Sekretaris daarvan in kennis stel.

(3) Subklousules (1) en (2) is *mutatis mutandis* op plaasvervangers van toepassing.

11. FINANSIES

(1) Die Sekretaris moet alle inkomste van die Fonds insamel en ontvang en moet alle geld aldus ontvang, in 'n bankrekening poneer wat op naam van die Fonds geopen is. 'n Amptelike finansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en opdragings uit die Fonds geskied deur middel van tjeks wat geteken word soos in klousule 7 (3) bepaal.

(2) Waar en wanneer dit in belang van die Fonds en/of 'n lid nodig word, beskik die Sekretaris oor die gesag om die uitbetaling van 'n tjek wat deur die Fonds uitgereik is, stop te sit.

(3) Alle geld wat nie nodig is vir die betaling van lopende uitwes nie, moet belê word in—

- (a) spaarrekenings, permanente aandele of vaste deposito's van geregistreerde bouverenigings of banke, en/of
- (b) poskantoor spaarrekenings of -sertifikate, en/of
- (c) effekte van plaaslike owerhede, en/of skatkisbiljetje of in effekte of sekuriteite uitgereik of gewaarborg deur die Regering van die Republiek van Suid-Afrika, en/of
- (d) Nasionale Spaarsertifikate, en/of

(6) The Committee shall have the power to make and amend rules not inconsistent with the provisions of this Agreement or the Act. A copy of such rules and any amendments thereto shall be lodged with the Council and Industrial Registrar.

(7) The Committee shall have the right to—

(a) call for tenders, to enter into contracts, to take professional advice in any matter in the interest of the Fund, and to rescind and vary contracts as it deems necessary and/or expedient for the Fund's purposes, which come within the scope and requirements of the Fund's business;

(b) institute, defend, abandon or compromise any action or proceeding at law in any Court or at arbitration by or against the Fund or its officers or employees, concerning the affairs of the Fund, in the name and on behalf of the Fund.

(8) The Committee shall have the right and authority to do all such things as, at its discretion, are required to carry out the objects of the Fund.

8. VOTING

(1) Voting strength on all matters shall be on the basis of equal representation on either side. No alternate shall vote at any meeting attended by his principal.

(2) All decisions shall be carried by a majority vote.

(3) If there is equality of voting on any resolution and, in the opinion of the Chairman, the matter concerned cannot be resolved by the Committee, such deadlock shall be referred to the Council for its decision, whose decision shall be final and binding.

9. QUORUM

(1) The quorum for a Committee meeting shall be one representative from each of the parties plus the Chairman.

(2) The quorum for a subcommittee meeting shall be one of each of the parties.

(3) If, within 15 minutes of the time fixed for a meeting of the Committee or a subcommittee, no quorum is present, the meeting shall stand adjourned to a date fixed by the Chairman and subject to subclause (1), the members present at such adjourned meeting of which the members had been advised in writing, shall form a quorum.

10. VACATION OF SEATS BY MEMBERS OF THE COMMITTEE

(1) A member shall vacate his seat on the Committee if—

- (a) he resigns;
- (b) he absents himself from three consecutive meetings without leave of absence from the Committee;
- (c) he is withdrawn or is removed by the party he represents;
- (d) he ceases to be actively engaged in the Industry or ceases to be a paid official of the employers' organisation or the trade union.

(2) When a member vacates his seat for any of the reasons mentioned in subclause (1), the party which he represented shall forthwith fill the vacancy and notify the Secretary accordingly.

(3) The provisions of subclauses (1) and (2) shall apply *mutatis mutandis* to alternates.

11. FINANCE

(1) The Secretary shall collect and receive all revenue of the Fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheque signed as provided for in clause 7 (3).

(2) Where and when necessary, in the interest of the Fund and/or a member, the Secretary shall have the authority to stop payment of any cheque issued by the Fund.

(3) Any moneys not required to meet current payments and expenses shall be invested in—

- (a) savings accounts, permanent shares or fixed deposits in registered building societies or banks, and/or
- (b) Post Office Savings Accounts or Certificates, and/or
- (c) Local Government Stock, and/or in Treasury bills or in stocks or securities issued or guaranteed by the Government of the Republic of South Africa, and/or
- (d) National Savings Certificates, and/or

(e) in onderlinge fondse: Met dien verstande dat sodanige fondse ingevolge die Wet op Beheer van Effekte-trustskemas by die Registrateur van Effekte-trustmaatskappye geregistreer is: Voorts met dien verstande dat minstens 40 persent van die Fonds se bates te alle tye belê is op die wyse soos in paragrawe (a) tot (d) van hierdie subklousule bepaal.

(4) Alle uitgawes deur die Komitee of die Raad aangegaan vir die administrasie van die Fonds, moet teen die Fonds gedebiteer en deur die Fonds betaal word.

(5) Die Komitee moet jaarliks in April 'n vergadering hou ten einde die finansiële en ander sake van die Fonds na te gaan en moet op sodanige vergadering 'n ouditeur vir die eersvolgende jaar aanstel. Sodanige vergadering staan bekend as en moet genoem word die Komitee se Jaarvergadering.

(6) So gou moontlik na 31 Desember elke jaar, maar voor of op 30 April, moet die Sekretaris 'n rekeningstaat van die inkomste en uitgawes van die Fonds vir die 12 maande geëindig 31 Desember en 'n staat wat die Fonds se bates en laste aantoon, aan die Komitee voorlê, en dit moet deur die ouditeur gesertifiseer en deur die Voorsitter van die Komitee medeonderteken word. Die gesertifiseerde rekeningstate en staat en enige verslag van die ouditeur daaroor, moet daarna ter insae op die kantoor van die Raad beskikbaar wees, en kopieë daarvan moet binne ses maande na die afsluiting van die tydperk waaroor dit handel, aan die Nywerheidsregistrateur, die werkgewersorganisasie en die vakvereniging gestuur word.

12. LIDMAATSKAP

(1) Lidmaatskap is verpligtend vir alle lede van die vereniging wat graad I-werknemers is.

(2) Lidmaatskap word nie beëindig nie indien 'n lid werkloos, of met jaarlikse verlof, of van die werk afwesig is weens siekte of korttyd, of militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957.

(3) Lidmaatskap word beëindig indien 'n lid te sterwe kom, of indien hy vir 'n tydperk van meer as ses maande of vir dié langer tydperk waarop die Komitee na goeëddunke besluit, werk buite die Nywerheid aanvaar, of werkloos is en na die mening van die Komitee op onredelike wyse weier om werk in die Nywerheid te aanvaar.

13. BYDRAES

(1) Die skaal van bydraes wat deur 'n bydraer betaalbaar is, is R6 (ses rand) per maand vir elke lid in sy diens.

(2) Bydraes moet voor of op die 10de dag van die maand wat volg op die maand waarop die bydraes betrekking het, aan die kantoor van die Fonds per tjek gestuur word.

(3) In die spesiale omstandighede hieronder uiteengesit, moet bydraes soos volg betaal word:

(a) Wanneer 'n lid gedurende enige kalendermaand van die werk afwesig is weens siekte, korttyd, jaarlikse verlof of militêre opleiding, moet sy werkgewer die bydraes ten volle aan die Fonds betaal;

(b) wanneer 'n lid gedurende 'n maand ontslaan of in diens geneem word, moet die werkgewer bydraes op 'n pro rata-grondslag van 25 persent van die maandelikse bydraes betaal vir elke week of deel van 'n week wat die lid in sy diens was.

(4) Wanneer 'n werkgewer nalaat om sy bydraes teen die 10de dag van die maand te betaal soos in subklousule (2) voorgeskryf, moet die Sekretaris van die Fonds 'n kennisgewing met dié strekking aan die werkgewer beteken om sodanige agterstallige bydraes onmiddellik te betaal.

(5) Indien die bydraes of deel daarvan en/of enige ander geld wat deur die bydraer aan die Fonds verskuldig is, meer as 37 dae agterstallig is, is so 'n bydraer finansiële nie meer volwaardig nie en word alle lede wat in sy diens is se reg op bystand onmiddellik opgeskort.

Hy moet dan ingevolge klousule 8 van die Hoofoorreënkomste siektebesoldiging betaal aan lede in sy diens.

Lede in sy diens kom weer in aanmerking vir bystand na 21 volle dae met ingang van die datum waarop alle verskuldigde bydraes betaal is.

14. BETALING VAN SIEKTEBESOLDIGINGSBYSTAND

(1) Behoudens andersluidende bepalings in hierdie Ooreenkomst en die reëls ingevolge daarvan, is enige lid wat weens ongeskiktheid van die werk afwesig is, op siektebesoldigingsbystand geregtig. Hy moet die Sekretaris van die Fonds binne drie dae vandat hy ongeskik geraak het, van sy ongeskiktheid in kennis stel.

“[Ongeskiktheid]” beteken onvermoë om te werk weens siekte of besering wat nie veroorsaak is nie deur—

(a) 'n werknemer se eie wangedrag; of

(b) 'n ongeval soos bedoel in die Ongevalwet, 1941.]

(e) in mutual funds: Provided such funds are registered with the Registrar of Unit Trust Companies in terms of the Unit Trusts Control Act: Provided further that at least 40 per cent of the Fund's assets is at all times invested in the manner provided for in paragraphs (a) to (d) of this sub-clause.

(4) All expenses incurred by the Committee or the Council in the administration of the Fund shall be charged to and paid by the Fund.

(5) The Committee shall hold a meeting in April of each year for the purpose of reviewing the financial and other affairs of the Fund and shall at such meeting appoint an auditor for the ensuing year. Such meeting shall be known and referred to as the Committee's Annual Meeting.

(6) As soon as possible after 31 December in each year, but not later than 30 April, the Secretary shall present to the Committee an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities, which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall, within six months of the close of the period covered thereby, be transmitted to the Industrial Registrar, the employers' organisation and the union.

12. MEMBERSHIP

(1) Membership shall be compulsory for all members of the union who are Grade I employees.

(2) Membership shall not cease if a member is unemployed, or on annual leave, or absent from work owing to illness or short time, or undergoing military training under the Defence Act, 1957.

(3) Membership shall cease if a member dies, or if he accepts employment outside the Industry for a period longer than six months, or such longer period as the Committee in its discretion may decide, or is unemployed and in the opinion of the Committee refuses to accept employment in the Industry unreasonably.

13. CONTRIBUTIONS

(1) The rate of contribution payable by a contributor shall be R6 (six rand) per month in respect of each member employed by him.

(2) Contributions shall be forwarded to the office of the Fund per cheque not later than the 10th day of the month following the month to which the contributions relate.

(3) In the special circumstances mentioned below, contribution shall be paid as follows:

(a) When, during any calendar month, a member is absent from work owing to illness, short-time, annual leave or military training, his employer shall pay contributions to the Fund in full;

(b) where a member is dismissed or employed during the month, the employer shall pay contributions on a *pro rata* basis of 25% (twenty-five per cent) of the monthly contributions for each week or part of a week in which the member has been employed by him.

(4) Where an employer fails to pay his contributions by the 10th day of the month as prescribed in subclause (2), the Secretary of the Fund shall serve a notice to this effect on the employer to liquidate such arrears forthwith.

(5) If the contributions or part thereof and/or any other charges due to the Fund by the contributor have been due for a period exceeding 37 days, such contributor shall be out of financial standing, and all members employed by him shall have claim to benefits suspended forthwith.

He shall then pay sick pay to members employed by him in terms of clause 8 of the Main Agreement.

Eligibility for benefits in respect of members employed by him shall recommence 21 clear days after the date on which all dues have been brought up to date.

14. PAYMENT OF SICK PAY BENEFITS

(1) Except as otherwise provided in this Agreement and the rules made thereunder, any member who is absent from work through incapacity shall be entitled to receive sick pay benefits. He shall advise the Secretary of the Fund of his incapacity within three days of becoming incapacitated.

“[Incapacity]” means inability to work owing to sickness or injury other than that caused by—

(a) an employee's own misconduct; or

(b) an accident within the meaning of the Workmen's Compensation Act, 1941.)

(2) Aansoek om bystand uit die Fonds deur enige lid moet skriftelik gedoen word binne sewe dae na sy terugkeer na die werk na afwesigheid weens ongesteldheid, in die vorm wat deur die Komitee voorgeskryf word en wat van die Sekretaris van die Fonds verkrygbaar is. Die doktersertifikaat in die vorm bevat, moet in besonderhede ingevul en onderteken word deur die mediese beampte wat die lid behandel het.

(3) Alle eise om siektebesoldigingsbystand moet minstens sewe dae voor die dag van die week wat vir die betaling van eise vasgestel is, by die kantoor van die Fonds ingedien word.

(4) Die Sekretaris moet elke eis om bystand ondersoek en indien hy oortuig is dat die lid daarop geregtig is, die eis erken en die bystand betaal soos in subklousule (7) van hierdie klousule voorgeskryf: Met dien verstande dat indien daar twyfel bestaan, die eis na die Komitee vir 'n beslissing verwys moet word.

(5) Indien en wanneer 'n werklose lid siek word en deur die mediese beampte as ongeskik om te werk gesertifiseer word, is hy geregtig op siektebesoldigingsbystand ingevolge subklousule 7). Die Werkloosheidsbystandsfonds van die Diamantslypnywerheid van Suid-Afrika moet dienoreenkomstig in kennis gestel word.

(6) Indien en wanneer 'n lid wat met jaarlikse verlof of op penbare vakansiedae ingevolge die Hooforeenkoms afwesig is, nie by die werk is nie in opdrag of op versoek van sy werkewer, siek word en as sodanig deur 'n mediese beampte gesertifiseer is, moet die vakansie waarop hy geregtig is, verleng word tot die tydperk wat hy as ongeskik gesertifiseer is, en die lid is geregtig om siektebesoldigingsbystand soos hierin bepaal, vir sodanige tydperk te eis.

(7) (a) Siektebesoldigingsbystand moet soos volg betaal word: 'n Lid wat siek is en van die werk afwesig is, geregtig op siektebesoldigingsbystand vir elke werkdag van Maandag tot Vrydag vir hoogstens 30 werkdade in 'n aaneenlopende tydperk van 52 weke, wat begin op die eerste dag van die siektetydperk ten opsigte waarvan die bystand betaalbaar is.

(b) Die skaal van siektebesoldigingsbystand is soos volg:

(i) Vyftig persent van die totale verdienste per dag van 'n lid vir elke dag ten opsigte van die eerste 15 werkdade;
(ii) sestig persent van die totale verdienste per dag van 'n lid vir elke dag ten opsigte van die tweede tydperk van 15 werkdade.

(c) Ondanks subklousules (1) en (2), indien 'n lid weens sy ongehoue ongesteldheid nie in staat is nie om sy werk te hervat na verstryking van die maksimum tydperk van 30 werkdade wat ingestaan word, kan die Komitee, na volkome goedgefinke, die tydperk van siektebesoldigingsbystand verleng teen 'n minimum van 75 persent van sy totale verdienste per dag ten opsigte van elke sodanige dag siekte.

(d) Bystand ingevolge hierdie klousule moet betaal word binne sewe dae nadat die behoorlik ingevulde eis ooreenkomstig subklousule (3) hiervan ingedien is: Met dien verstande dat indien daar enige twyfel bestaan, sodanige eis ooreenkomstig subklousule (4) hiervan na die Komitee verwys moet word binne 14 dae na die indiening van die eis, en daar moet onverwyld uitvoering gegee word aan die beslissing van die Komitee.

(8) Behoudens subklousule (6) hiervan en onderworpe aan die goedkeuring van die Komitee, loop geen bystand op in die krediet van 'n siek lid ten opsigte van enige tydperk waarin hy nie in die Republiek van Suid-Afrika is nie.

15. VRYWARING

Die lede van die Komitee en hul plaasvervangers en die lede van die Raad is nie aan die Fonds aanspreeklik nie vir enige omliggende wat gelyk word as gevolg van enige onbehoorlike belegging of te goeder trou gemaak is of as gevolg van enige handeling in 'n bona fide-administrasie van die Fonds of as gevolg van die onatigheid of bedrog van enige agent of werknemer wat in diens is, of as gevolg van enige handeling of versuim te goeder trou van sodanige lede of plaasvervangers of as gevolg van enige ander aangeleentheid of saak, uitgesonderd individuele, opsetlike of bedrieglike onregmatige daad aan die kant van sodanige lid plaasvervanger, wat aanspreeklik gehou mag word.

Enige sodanige lid of plaasvervanger moet deur die Fonds vergoed word vir enige koste wat deur hom aangegaan is as verbandende 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.

16. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om hom met die uitvoering van hierdie Ooreenkoms behulpzaam te wees. Sodanige agent(e) beskik oor die gesag om die oprigting van enige werkgewer te betree en dit is die plig van elke werkgewer en lid om sodanige agent(e) toe te laat om versoek in te stel of navrae te doen en dié boeke en/of dokumente na te gaan en dié persone te ondervra wat nodig is om te wees vir hierdie doel.

(2) Application for benefit from the Fund by any member shall be made in writing within seven days of his returning to work after an absence through illness, in the form prescribed by the Committee, copies of which shall be obtainable from the Secretary of the Fund. The medical certificate contained in the form shall be completed in detail and signed by the medical officer who has treated the member.

(3) All claims for sick pay benefit shall be lodged in the offices of the Fund at least seven days before the day of the week fixed for payment of claims.

(4) The Secretary shall investigate every claim for benefits and if satisfied that the member is entitled thereto, admit the claim and pay the benefit as is provided in subclause (7) of this clause: Provided that where any doubt exists, the claim shall be referred to the Committee for decision.

(5) If and when a member who is unemployed becomes sick and is certified by the Medical Officer as being incapacitated from working, he shall be eligible for sick pay benefits in terms of subclause (7). The Diamond Cutting Industry of South Africa Unemployment Fund shall be notified accordingly.

(6) If and when a member who is absent on annual leave or public holidays in terms of the Main Agreement or is not at work on the instructions or request of his employer, becomes sick and is certified as such by a medical officer, the due holidays shall be extended by the certified period of incapacitation, and for such period the member shall be entitled to claim sick pay benefit as provided herein.

(7) (a) Sick pay benefit shall be paid as follows: A member who is sick and who is absent from work shall be entitled to sick pay benefit for each working day from Monday to Friday for not more than 30 working days in any consecutive period of 52 weeks, commencing with the first day of the period of sickness in respect of which the benefit is payable.

(b) The rate of sick pay benefit shall be—

(i) 50% (fifty per cent) of the total earnings per day of a member for each day in respect of the first 15 working days;

(ii) 60% (sixty per cent) of the total earnings per day of a member for each day in respect of the second period of 15 working days.

(c) Notwithstanding the provisions of subclause (1) and (2), if a member is unable to resume work after the expiration of the maximum period of 30 working days allowed, owing to his continuous illness, the Committee, at their sole discretion, may extend the period of sick pay benefit at a minimum of 75 per cent of his total earnings per day in respect of each such day of sickness.

(d) Benefits in terms of this clause shall be paid within seven days of the duly completed claim being lodged in accordance with subclause (3) hereof: Provided that where any doubt exists such claim shall, in accordance with subclause (4) hereof, be referred to the Committee within 14 days of the claim being lodged and the decision of the Committee shall be acted upon forthwith.

(8) Subject to subclause (6) hereof and subject further to the discretion of the Committee, no benefits shall accrue to a sick member in respect of any period during which he absents himself from the Republic of South Africa.

15. INDEMNITY

The members of the Committee and their alternates and the members of the Council shall not be liable to the Fund for any loss 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, or by reason of any act or omission made in good faith by such members or alternates or by reason of any other matter or thing save individual, wilful or fraudulent wrong-doing on the part of such member 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.

16. AGENTS

The Council may appoint one or more specified persons as agents to assist it in giving effect to the provisions of this Agreement. Such agent/s shall have the authority to enter the establishment of any employer and it shall be the duty of every employer and member to permit such agent(s) to institute or make enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

17. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in 'n opvallende plek in sy bedryfsinrigting, wat gereedlik toeganklik is vir sy werknemers, opplak en opgeplak hou.

18. ONTBINDING

(1) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verval en daar nie binne 'n tydperk van 24 maande vanaf sodanige vervaldatum 'n ooreenkoms aangegaan word vir die voortsetting van die Fonds nie of die Raad nie binne sodanige tydperk die Fonds oordra aan 'n ander fonds wat vir dieselfde doel in die lewe geroep is nie, moet die Fonds gelikwider word. Die Fonds moet deur die Bestuurskomitee wat dan dien, geadministreer word tot tyd en wyl dit of voortgesit of oorgedra of gelikwider word, soos hierbo uiteengesit.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die Wet bindend is, en tensy die Registrateur ingevolge artikel 34 (2) van die Wet anders besluit, moet die Bestuurskomitee wat dan dien, voortgaan om die Fonds, onderworpe aan die goedkeuring van die Nywerheidsregistrateur, te administreer totdat die Ooreenkoms verval, op welke tydstip die Fonds gelikwider moet word.

(3) 'n Vakature in die Komitee in subklousules (1) en (2) hiervan bedoel, kan deur die Nywerheidsregistrateur gevul word uit die geledere van werkgewers en werknemers in die Nywerheid, ten einde te verseker dat daar eweveel werkgewers- en werknemersvertegenwoordigers in die Komitee dien. Ingeval sodanige Komitee nie in staat is nie of onwillig is om sy pligte uit te voer of 'n dooie punt ontstaan wat die administrasie van die Fonds, na die mening van die Registrateur, ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer en sodanige trustee of trustees beskik oor al die bevoegdhede van die Komitee vir sodanige doel.

(4) By likwidasië van die Fonds ooreenkomstig subklousules (1) of (2), moet die geld in die krediet van die Fonds, na die betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, aan die werkgewersorganisasie betaal word.

(5) Die Fonds moet gelikwider word deur die Komitee wat kragtens hierdie klousule funksioneer of deur die trustees aange- stel kragtens subklousule (3), na gelang van die geval.

19. ALGEMEEN

(1) Geen bedrag of bedrae wat deur die Komitee as bystand aan lede betaalbaar is, mag gesedeer, oorgemaak of oorgedra of op enige wyse van welke aard ook al verpand word nie, of daar mag nie ingevolge 'n hofbevel of -proses daarop beslag gelê word nie.

(2) Klagtes van lede van die Fonds of hul werkgewers moet skriftelik by die Sekretaris van die Fonds ingedien word.

(3) 'n Lid moet die Sekretaris binne sewe dae nadat hy werkloos word of wanneer hy in die diens van 'n ander werkgewer tree, daarvan in kennis stel. Elke werkgewer moet die Sekretaris binne sewe dae nadat 'n lid deur hom ontslaan of in diens geneem is, daarvan in kennis stel.

Vir en namens die partye op hede die 10de dag van Mei 1977 te Johannesburg onderteken.

W. A. DAVIDSON, namens die Master Diamond Cutters' Association of South Africa daartoe gemagtig.

R. RICH, namens die South African Diamond Workers' Union daartoe gemagtig.

T. J. MARCHAND, Sekretaris van die Raad.

No. R. 1512

5 Augustus 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.—VRYSTELLING VAN SIEKTEVERLOF-BEPALINGS

Ek, Stephanus Petrus Botha, Minister van Arbeid, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1511 van 5 Augustus 1977, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees,

17. 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.

18. DISSOLUTION

(1) In the event of the expiry of this Agreement or any extension or renewal thereof and an agreement providing for the continuation of the Fund not being negotiated within a period of 24 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other Fund constituted for the same purpose, the Fund shall be liquidated. The Fund shall be administered by the Management Committee in office at the time until it is either continued, transferred or liquidated as aforesaid.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, and unless the Registrar otherwise decides in terms of section 34 (2) of the Act, the Fund shall, subject to the approval of the Industrial Registrar, continue to be administered by the Management Committee in office at the time until the Agreement expires, when the Fund shall be liquidated.

(3) Any vacancy occurring on the Committee referred to in subclauses (1) and (2) hereof may be filled by the Industrial Registrar from employers and employees in the Industry so as to ensure an equality of employer and employee representative on the Committee. In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose.

(4) Upon liquidation of the Fund in terms of subclauses (1) or (2), the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including any administration and liquidation expenses, shall be paid to the employer's organisation.

(5) The Fund shall be liquidated by the Committee functioning in terms of this clause or the trustees appointed in terms of subclause (3), as the case may be.

19. GENERAL

(1) No amount or amounts payable as benefits by the Committee to members shall be capable of being ceded, assigned or transferred or of being pledged in any manner whatsoever or to being attached by order or process of any court of Law.

(2) Any complaints made by members of the Fund or the employers shall be submitted in writing to the Secretary of the Fund.

(3) Members shall notify the Secretary within seven days when they become unemployed or when they assume employment with another employer. Every employer shall notify the Secretary within seven days when a member has been dismissed or engaged by him.

Signed at Johannesburg for and on behalf of the Parties to 10th day of May 1977.

W. A. DAVIDSON, Authorised on behalf of the Master Diamond Cutters' Association of South Africa

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

T. J. MARCHAND, Secretary of the Council.

No. R. 1512

5 August 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, and with effect from the second Monday after the date of publication of this notice and such period or periods as the Agreement published under Government Notice R. 1511 of 5 August 1977, shall be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to

alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eergenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Arbeid.

No. R. 1513

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA. — WERKLOOSHEIDSBYSTANDSFONDS-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, 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 Diamantslypnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1987 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.

S. P. BOTHA, Minister van Arbeid

BYLAE

NYWERHEIDSRaad VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

WERKLOOSHEIDSBYSTANDSFONDSOOREENKOMS

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

Master Diamond Cutter' Association of South Africa

(hierna die "werkgewers" of "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Diamond Workers' Union

(hierna die "werknemers" of "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika (hierna die "raad" genoem).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Behoudens klousule 12 (1) en (2), moet hierdie Ooreenkoms nagekom word oral in die Republiek van Suid-Afrika deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Diamantslypnywerheid betrokke is en deur alle werknemers in genoemde Nywerheid wat lede van die vakvereniging is, terwyl hulle by 'n lid van die werkgewersorganisasie in diens is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet bepaal, en bly van krag vir 'n tydperk van 10 jaar.

3. WOORDOMSKRYWING

Tensy dit onbestaanbaar is met die samehang, het alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, dieselfde betekenis as in die Wet. Waar daar van 'n Wet melding gemaak word, omvat dit alle wysigings daarvan en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue, en woorde wat die enkelvoud aandui ook die meervoud, en omgekeerd. Voorts, tensy dit onbestaanbaar met die samehang is, beteken:

"Wet" die Wet op Nywerheidsversoening, Wet 28 van 1956;

"vakleerling" 'n werknemer wat 'n leerlingskontrak uitdien, welke kontrak kragtens die Wet op Vakleerlinge, 1944 geregistreer is;

"ouditeur" 'n openbare rekenmeester soos in die Wet omskryf;

"gemiddelde dagloon" die totaal aan loon, vaste weeklikse of maandelikse bonus en aansporingsbesoldiging ingevolge klousule 11 van die Raad se Hofooreenkoms gepubliseer ingevolge artikel 48 van die Wet wat aan 'n werknemer verskuldig is vir die werklike getal dae gewerk gedurende die kalenderjaar of

provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Labour.

No. R. 1513

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—UNEMPLOYMENT BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, 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 Diamond Cutting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1987, 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA UNEMPLOYMENT BENEFIT FUND AGREEMENT

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

Master Diamond Cutters' Association of South Africa

(hereinafter referred to as the "employers" or the "employers' organisation"), 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 (hereinafter referred to as the "Council").

1. SCOPE OF APPLICATION OF AGREEMENT

Subject to the provisions of clause 12 (1) and (2), the terms of this Agreement shall be observed for the Republic of South Africa by all employers who are members of the employers' organisation and who are engaged in the Diamond Cutting Industry and by all employees in the said Industry who are members of the trade union whilst employed by a member of the employers' organisation.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be determined by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation for a period of 10 years.

3. DEFINITIONS

Unless inconsistent with the context hereof, any expression used in this Agreement, which is 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, and those signifying the singular shall include the plural, and vice versa; further, unless inconsistent with the context:

"Act" means the Industrial Conciliation Act, Act 28 of 1956;

"apprentice" means an employee serving under a contract of apprenticeship registered in terms of the Apprenticeship Act, 1944;

"auditor" means a public accountant as defined in the Act;

"average daily rate" means the total of wages, fixed weekly or monthly bonus and incentive pay in terms of clause 11 of the Council's Main Agreement, published in terms of section 48 of the Act, due to an employee for actual days worked during

gedeelte daarvan wat hy by die werkgewer in diens was, gedeel-
deur die totaal van die werklike getal dae wat die werknemer
gewerk het;

"bystand" bedrae wat uit die Fonds aan lede betaal word
ingevolge die reëls in hierdie Ooreenkoms voorgeskryf;

"Komitee" die Bestuurskomitee van die Fonds soos in klou-
sule 6 (1) bedoel;

"Raad" die Nywerheidsraad vir die Diamantslypnywerheid
van Suid-Afrika wat ingevolge die Wet geregistreer is;

"Diamantslypnywerheid" of "Nywerheid", sonder om die
gewone betekenis van die uitdrukking enigsins te beperk, die
Nywerheid waarin werkgewers en werknemers met mekaar geas-
sosieer is met die doel om ongeslypte sierdiamante in geslypte,
gepoleerde sierdiamante te omskep, en omvat dit ook die herslyp
en/of herpoleer van sierdiamante en alle werksaamhede wat
gepaard gaan met of voortspruit uit die saag, slyp en poleer van
sierdiamante;

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

"Fonds" die Werkloosheidsbystandsfonds van die Diamant-
slypnywerheid van Suid-Afrika;

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

"graad I-werk" die slyp en/of poleer en/of saag van diamante;

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

(a) wat 'n leerlingskap in die Diamantslypnywerheid van
Suid-Afrika uitgedien het ooreenkomstig die toepaslike bepal-
ings van die Wet op Vakleerlinge, 1944; of aan wie vrystelling
verleen is ooreenkomstig paragraaf (c) van die omskrywing
van "vakleerling";

(b) wat nie 'n werknemer is wat binne die bepalings van
paragraaf (a) hiervan val nie, maar wat voor 27 April 1970
as vakman in die Nywerheid in diens was en spesifiek deur die
Raad as vakman erken is;

(c) wat nie 'n werknemer is wat binne die bepalings van
paragraaf (a) en (b) hiervan val nie, maar wat die Raad daar-
vooftig het dat hy voldoende vorige ondervinding of op-
leiding gehad het in 'n bedryf, soos in die Diamantslypnywer-
heid aangewys, om 'n bedryfsstoets, soos deur die Raad voor-
geskryf, af te lê, en in sodanige bedryfsstoets geslaag het;

(d) wat beskik oor 'n vaardigheidsertifikaat uitgereik kragtens
artikel 6 of 'n bedryfsertifikaat uitgereik kragtens artikel 7
van die Wet op Opleiding van Ambagsmanne, 1951;

(e) wat as vakman in diens is in verband met die opleiding
en toesig oor die werk van ander werknemers wat in verband
met die saag en/of slyp en/of poleer van diamante werksaam
is in soverre dat hulle toegelaat kan word om dié werk inge-
volge enige ooreenkoms of toekenning kragtens die Wet in
hierdie opsig te verrig;

"Hofooreenkoms" die ooreenkoms waarin lone vir werkne-
mers in die Nywerheid voorgeskryf word en wat ingevolge
artikel 48 van die Wet gepubliseer word;

"lid" 'n graad I-werknemer en 'n vakleerling ingevolge klou-
sule 12 van hierdie Ooreenkoms en wie se lidmaatskap nie inge-
volge klousules 12 en 15 beëindig is nie;

"besoldiging" die bedrag geld wat 'n werkgewer van tyd tot
tyd aan sy werknemer moet betaal en wat op watter manier ook
al uit sy diens spruit, en "besoldig" het 'n ooreenstemmende
betekenis;

"Sekretaris" die Sekretaris van die Werkloosheidsbystandsfonds
van die Diamantslypnywerheid van Suid-Afrika;

"korttyd" 'n tydelike opskorting van werk of die vermin-
dering van die werkure van 'n vakman, vakleerling of ander
werknemer soos toelaatbaar kragtens die Hofooreenkoms en
gedurende die geldigheidsduur daarvan;

"geskikte werk" werk wat deur 'n lid aanvaar word of werk—
(a) wat van dieselfde aard is as die werk wat die lid verrig
het onmiddellik voordat hy werkloos geword het;

(b) waarvoor besoldiging betaal word wat minstens gelyk
is aan die gemiddelde maandelikse besoldiging wat die lid by
sy vorige werkgewer verdien het gedurende die tydperk
onmiddellik voordat hy werkloos geword het, of die laaste
drie maande van dié tydperk as dit langer as drie maande is;

"werkloosheid" of "werkloos" wanneer 'n lid ophou om te
werk weens—

(a) tydperke wat daar nie gewerk is nie, gedurende kort-
tyd ingevolge die Hofooreenkoms en gedurende die geldigheids-
duur daarvan;

(b) sy diensbeëindiging.

the calendar year or part thereof of employment with the
employer divided by the total of such actual number of days
worked by an employee;

"benefits" means payments made from the Fund to members
in terms of the rules prescribed in this Agreement;

"Committee" means the Management Committee of the Fund
as provided for in clause 6 (1) of this Agreement;

"Council" means the Industrial Council for the Diamond
Cutting Industry of South Africa, registered in terms 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 converging 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, cutting and polishing gem diamonds;

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

"Fund" means the Diamond Cutting Industry of South Africa
Unemployment Benefit Fund;

"Grade I employee" means an employee who is a journeyman
who is engaged in cutting and/or polishing and/or sawing dia-
monds;

"Grade I work" means the cutting and/or polishing and/or
sawing of diamonds;

"journeyman" means an employee who performs Grade I work
and—

(a) who has served an apprenticeship in the Diamond Cutting
Industry of South Africa in accordance with the relevant provi-
sions contained in the Apprenticeship Act, 1944; or in respect
of whom an exemption had been granted in accordance with
paragraph (c) of the definition of "apprentice" in the Main
Agreement;

(b) who being an employee not falling within the terms of
paragraph (a) hereof has, prior to 27 April 1970 being employed
in the Industry as a journeyman, been specifically accepted by
the Council as a journeyman;

(c) being an employee not falling within the terms of para-
graphs (a) and (b) hereof, who has satisfied the Council that he
has had sufficient previous experience or training in a trade as
designated in the Diamond Cutting Industry, to undergo a
trade test as prescribed by the Council and passed such trade
test;

(d) is a person in possession of a certificate of proficiency
issued in terms of section 6 or a trade certificate issued in terms
of section 7 of the Training of Artisans Act, 1951;

(e) being a journeyman is employed in connection with the
training and supervision of the work of other employees
employed in connection with the sawing and/or cutting and/or
polishing of diamonds to the extent that they may be permitted
to perform such work in terms of any agreement or award
in terms of the Act in this respect;

"Main Agreement" means the Agreement in which wages are
prescribed for employees in the Industry and published in terms
of section 48 of the Act;

"member" means a Grade I employee and an apprentice in
terms of clause 12 of this Agreement and whose membership
has not been terminated in terms of clauses 12 and 15;

"remuneration" means the amount of money which an
employee shall be paid by his employer from time to time arising
in any manner whatsoever out of his employment and "remune-
rate" shall have a corresponding meaning;

"Secretary" means the Secretary of the Diamond Cutting
Industry of South Africa Unemployment Benefit Fund;

"short-time" means a temporary suspension of work or the
curtailment of the working hours of a journeyman, apprentice or
other employee as is permissible in terms of the Main Agreement
and during the currency thereof;

"suitable employment" means work which is accepted by a
member, or is work which—

(a) is of a similar designation to the work which was per-
formed by the member immediately preceding his unemploy-
ment; and

(b) is at a rate of remuneration which is not less than the
average monthly remuneration earned by the member from his
previous employer during the period immediately preceding his
unemployment or the last three months of such period if it is in
excess of three months;

"unemployment" or "unemployed" means the cessation of the
employment of a member owing to—

(a) non-work periods, during short-time in terms of the
Main Agreement and during the currency thereof;

(b) termination of his employment.

5. STIGTING EN FINANSIERING VAN DIE WERKLOOSHEIDSBYSTANDSFONDS VAN DIE DIAMANTSLYPNIVERHEID VAN SUID-AFRIKA

(1) Die Werkloosheidsbystandsfonds van die Diamantslypnyverheid van Suid-Afrika (hieronder die "Fonds" genoem), wat voorheen ingestel is deur die partye by die Raad, word ingevolge hierdie Ooreenkoms voortgesit. Die doel met die Fonds is om bystand te verleen aan lede soos in hierdie Ooreenkoms bepaal.

(2) Die Fonds verkry sy inkomste uit—

(a) geld wat vir die rekening van die Fonds ingevorder of ontvang is voor die datum van inwerkingtreding van hierdie Ooreenkoms;

(b) bydraes ingevolge klousule 13 van hierdie Ooreenkoms;

(c) rente op die belegging van geld van die Fonds;

(d) alle ander geld waarop die Fonds geregtig word op grond van hierdie Ooreenkoms of om 'n ander rede, of wat aan die Fonds geskenk word;

(e) geld wat namens of ten behoeve van 'n lid aan die Fonds betaal is voor die regulering van die Fonds ingevolge hierdie Ooreenkoms.

5. GEREGISTREERDE KANTOOR

Die geregistreerde kantoor van die Fonds is by die hoofkantoor van die vakvereniging of dié kantoor wat die vakvereniging verskaf, en alle bedrae wat aan die Fonds verskuldig is, moet betaal word by die geregistreerde kantoor van die Fonds in die geld van die Republiek van Suid-Afrika.

6. ADMINISTRASIE

(1) Die administrasie van die Fonds berus by 'n Bestuurskomitee wat deur die Raad aangestel word (hieronder die "Komitee" genoem), wat bestaan uit twee verteenwoordigers wat uit elk van die partye by die Ooreenkoms aangestel word. Die onderskeie partye moet 'n plaasvervanger vir elke verteenwoordiger aanstel. Die plaasvervanger moet, wanneer hy deur sy prinsipaal in kennis gestel word dat die prinsipaal nie 'n vergadering kan bywoon nie, die vergadering bywoon en al die funksies van sy prinsipaal uitoefen, en ook stem. Die verteenwoordigers en plaasvervangers moet of werkgewers of werknemers in die Nywerheid of betaalde beambtes van die werkgewersorganisasie of vakvereniging wees, na gelang van die geval.

(2) As die Komitee om die een of ander rede nie in staat is nie of onwillig is om sy pligte na te kom, moet die Raad dié pligte nakom en die Komitee se bevoegdhede uitoefen.

7. PLIGTE EN FUNKSIES VAN DIE KOMITEE

(1) Die Komitee—

(a) moet op die eerste vergadering na die ontstaan van hierdie Ooreenkoms 'n Voorsitter, Ondervoorsitter en Tesourier uit sy geldere kies en 'n Sekretaris en dié ander personeel wat hy nodig ag, aanstel vir die behoorlike en doeltreffende administrasie van die sake van die Fonds;

(b) het die bevoegdheid om na sy goedvinde die Sekretaris en lede van die personeel te ontslaan en om van tyd tot tyd nuwe en/of bykomende personeel aan te stel;

(c) moet die besoldiging van alle persone in sy diens vasstel en van tyd tot tyd dié aanpassings doen wat hy nodig ag.

(2) Die Komitee mag op eie koste 'n getrouheidspolis uitneem ten opsigte van die Sekretaris en ander werknemers van die Fonds vir dié bedrag waarop die Komitee besluit.

(3) Die Komitee moet op naam van die Fonds 'n bankrekening by 'n geregistreerde bank open, op welke rekening geopen moet word deur tjeks wat die Voorsitter, Tesourier en Sekretaris moet onderteken. Twee alternatiewe ondertekenaars moet aangestel word, wat tjeks mag teken in die afwesigheid van die Voorsitter of Tesourier of Sekretaris. Die endorsement van een van die ondertekenaars op 'n tjek is voldoende vir die storting daarvan in die bankrekening van die Fonds.

(4) Die Komitee mag van tyd tot tyd by die Raad aanbeveel dat bydraes en ledegeld wat deur die partye hierby betaalbaar is en die bedrag aan werkloosheidsbystand wat aan lede van die Fonds betaalbaar is, verander word: Met dien verstande dat so 'n verandering slegs by wyse van 'n Ooreenkoms gepubliseer ingevolge artikel 48 van die Wet mag geskied.

(5) Die Komitee kan subkomitees aanstel vir die doeltreffende uitvoering van die doelstellings en sake van die Fonds en kan dié pligte wat hy goedgevind, aan dié subkomitees opdra. Die bepalings van artikel 25 van die Wet is *mutatis mutandis* op die aanstelling en funksies van dié subkomitees van toepassing.

(6) Die Komitee het die bevoegdheid om reëls te maak en te wysig wat nie met die bepalings van hierdie Ooreenkoms of die Wet onbestaanbaar is nie. 'n Kopie van dié reëls en wysigings daarvan moet by die Raad en die Sekretaris van Arbeid ingedien word.

4. ESTABLISHMENT OF AND FINANCING OF THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA UNEMPLOYMENT BENEFIT FUND

(1) The Diamond Cutting Industry of South Africa Unemployment Benefit Fund (hereinafter referred to as the "Fund"), previously established by the parties to the Council, is continued in terms of this Agreement. The purposes of the Fund shall be the provision of benefits to members as provided for in this Agreement.

(2) The Fund shall derive its revenue from—

(a) any moneys collected or received for the account of the Fund prior to the date of coming into operation of this Agreement;

(b) contributions in terms of clause 13 of this Agreement;

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

(d) any other moneys to which the Fund may become entitled by virtue of this Agreement or for any other reason, or which may be donated to the Fund;

(e) any moneys paid into the Fund for and on behalf of any member prior to the regulation of the Fund in terms of this Agreement.

5. REGISTERED OFFICE

The registered office of the Fund shall be at the head office of the trade union or such office as provided by the trade union, and all payments due to the Fund shall be made at the registered office of the Fund in the currency of the Republic of South Africa.

6. ADMINISTRATION

(1) The administration of the Fund shall be vested in a Management Committee appointed by the Council, hereinafter referred to as the "Committee", consisting of two representatives appointed from each of the parties to the Agreement. An alternate shall be appointed in respect of each representative by the respective parties. The alternate, when notified by his principal that he, the principal, cannot attend a meeting, shall attend the meeting and shall fulfil all the functions of his principal, including that of voting. The representatives and alternates shall either be employers or employees in the Industry or paid officials of the employers' organisation or trade union, as the case may be.

(2) In the event of the Committee being unable or unwilling to perform its duties for any reason, the Council shall perform such duties and exercise the Committee's powers.

7. DUTIES AND FUNCTIONS OF THE COMMITTEE

(1) The Committee shall—

(a) at its first meeting after the inception of this Agreement, elect a Chairman, a Vice-Chairman and a Treasurer from among its members and appoint a Secretary and such other staff as it deems necessary for the proper and efficient administration of the affairs of the Fund;

(b) have the right at its discretion to dismiss the Secretary and any members of the staff and from time to time make new and/or additional staff appointments;

(c) fix the remuneration of all persons employed by it and from time to time make such adjustments as it may deem necessary.

(2) The Committee may take out, at its expense, a fidelity policy in respect of the Secretary and any other employees of the Fund for such amount as may be decided upon by the Committee.

(3) The Committee shall open a banking account with a registered bank in the name of the Fund which shall be operated by cheques signed by the Chairman, the Treasurer and the Secretary. Two alternate signatories shall be appointed who may sign cheques in the absence of the Chairman or the Treasurer or the Secretary. The endorsement of any of the signatories on a cheque shall be sufficient for the purpose of paying it into the banking account of the Fund.

(4) The Committee may recommend from time to time to the Council a variation of contribution or subscription payable by the parties hereto and rates of unemployment benefit payable to members of the Fund: Provided that any such variation shall be effected only by way of an Agreement published in terms of section 48 of the Act.

(5) For the effective carrying out of the objects and business of the Fund, the Committee may appoint subcommittees and may delegate such duties as it may deem fit to such subcommittees. The provisions of section 25 of the Act shall apply *mutatis mutandis* to the appointment and functions of such subcommittees.

(6) The Committee shall have the power to make and amend rules not inconsistent with the provisions of this Agreement or the Act. A copy of such rules and any amendments thereto shall be lodged with the Council and the Secretary for Labour.

(7) Die Komitee het die bevoegdheid om—

(a) tenders te vra en kontrakte te sluit om professionele advies te verkry in verband met 'n aangeleentheid wat in die Fonds se belang is, en om kontrakte te ontbind of te verander soos hulle nodig en/of wenslik ag vir die doeleindes van die Fonds, wat binne die bestek van die Fonds se sake val en aan die vereistes daarvan voldoen;

(b) namens en ten behoeve van die Fonds, 'n aksie of regsgeding in te stel, te verdedig, te laat vaar of 'n skikking in verband daarmee te tref in 'n gereghof of by arbitrasie deur of teen die Fonds of sy beampptes of werknemers betreffende die sake van die Fonds.

(8) Die Komitee het die bevoegdheid om alles te doen wat na sy goedvinde nodig is om die doelstellings van die Fonds te bereik.

8. STEMMING

(1) Stemkrag oor alle aangeleenthede is op 'n grondslag van gelyke verteenwoordiging van albei partye. Geen plaasvervanger mag stem op 'n vergadering wat deur sy prinsipaal bygewoon word nie.

(2) Alle besluite moet deur middel van 'n meerderheidstem geneem word.

(3) As daar 'n staking van stemme is ten opsigte van 'n besluit en die aangeleentheid na die mening van die Voorsitter nie deur die Komitee opgelos kan word nie, moet dié dooie punt na die Raad vir sy beslissing verwys word. Die Raad se beslissing is finaal en bindend.

9. KWORUM

(1) Die kworum vir 'n Komiteevergadering is een verteenwoordiger van elk van die partye, plus die Voorsitter.

(2) Die kworum vir 'n subkomitee vergadering is een verteenwoordiger van elk van die partye.

(3) As daar geen kworum teenwoordig is nie binne 15 minute na die vasgestelde tyd vir 'n vergadering van die Komitee of 'n subkomitee, moet die vergadering verdaag word tot op 'n datum wat die Voorsitter vasstel en, behoudens subklousule (1), vorm die lede wat teenwoordig is op dié eerstvolgende vergadering waarvan die lede skriftelik in kennis gestel is, 'n kworum.

10. ONTRUIMING VAN SETELS DEUR LEDE VAN DIE KOMITEE

(1) 'n Lid ontruim sy setel op die Komitee as—

- (a) hy bedank;
- (b) hy van drie agtereenvolgende vergaderings wegbly sonder verlof tot afwesigheid van die Komitee;
- (c) hy onttrek of verwyder word deur die party wat hy verteenwoordig;
- (d) hy ophou om aktief by die Nywerheid betrokke te wees of ophou om 'n betaalde beampte van die werkgewersorganisasie of vakvereniging te wees.

(2) As 'n lid sy setel ontruim om een van die redes in subklousule (1) bedoel, moet die party wat hy verteenwoordig onmiddellik die vakature vul en die Sekretaris daarvan verwittig.

(3) Subklousules (1) en (2) is *mutatis mutandis* op plaasvervangers van toepassing.

11. FINANSIES

(1) Die Sekretaris van die Fonds moet alle inkomste van die Fonds invorder en ontvang en moet alle geld wat aldus ontvang word, in 'n bankrekening stort wat op naam van die Fonds geopen is. 'n Amptelike kwitansie moet uitgereik word vir alle geld wat deur die Fonds ontvang word en onttrekkings uit die Fonds geskied by wyse van tjeks wat geteken moet word soos in klousule 7 (3) bepaal.

(2) Waar en wanneer dit in belang van die Fonds en/of 'n lid nodig is, het die Sekretaris die bevoegdheid om die betaling van 'n tjek te keer wat deur die Fonds uitgereik is.

(3) Alle geld wat nie nodig is om lopende betalings en uitgawes te bestry nie, moet belê word in—

- (a) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke; en/of
- (b) Poskantoor spaarrekenings of -sertifikate; en/of
- (c) effekte van plaaslike besture, en/of skatkiswissels of effekte of sekuriteite wat deur die Regering van die Republiek van Suid-Afrika uitgereik of gewaarborg word; en/of
- (d) Nasionale Leningsertifikate; en/of
- (e) onderlinge fondse, mits dié fondse ingevolge die Wet op Beheer van Effekte-trustskemas by die Registrateur van Effekte-trustmaatskappye geregistreer is en mits dié belegging slegs geskied nadat minstens 40 persent van die totale bates van die Fonds belê is soos in paragrawe (a) tot (d) van hierdie subklousule bepaal, en/of op 'n ander wyse wat deur die Registrateur goedgekeur is.

(7) The Committee shall have the right to

(a) call for tenders, and to enter into contracts to take professional advice in any matter in the interest of the Fund, and to rescind and vary contracts as they deem necessary and/or expedient for the Fund's purposes, which come within the scope and requirements of the Fund's business;

(b) institute, defend, abandon or compromise any action or proceeding at law in any Court or at arbitration by or against the Fund or its officers or employees, concerning the affairs of the Fund, in the name and on behalf of the Fund.

(8) The Committee shall have the right and authority to do all such things as, at its discretion, are required to carry out the objects of the Fund.

8. VOTING

(1) Voting strength on all matters shall be on the basis of equal representation on either side. No alternate shall vote at any meeting attended by his principal.

(2) All decisions shall be carried by a majority vote.

(3) If there is equality of voting on any resolution and, in the opinion of the Chairman, the matter concerned cannot be resolved by the Committee, such deadlock shall be referred to the Council for its decision, whose decision shall be final and binding.

9. QUORUM

(1) The quorum for a Committee meeting shall be one representative from each of the parties, plus the Chairman.

(2) The quorum for a subcommittee meeting shall be one of each of the parties.

(3) If, within 15 minutes of the time fixed for a meeting of the Committee or a subcommittee, no quorum is present, the meeting shall stand adjourned to a date fixed by the Chairman and, subject to subclause (1), the members present at such adjourned meeting of which the members had been advised in writing, shall form a quorum.

10. VACATION OF SEATS BY MEMBERS OF THE COMMITTEE

(1) A member shall vacate his seat on the Committee if—

- (a) he resigns;
- (b) he absents himself from three consecutive meetings without leave of absence from the Committee;
- (c) he is withdrawn or is removed by the party he represents;
- (d) if he ceases to be actively engaged in the Industry, or ceases to be a paid official of the employers' organisation or trade union.

(2) When a member vacates his seat for any of the reasons mentioned in subclause (1), the party which he represented shall forthwith fill the vacancy and notify the Secretary accordingly.

(3) The provisions of subclauses (1) and (2) shall apply *mutatis mutandis*, to alternates.

11. FINANCE

(1) The Secretary of the Fund shall collect and receive all revenue of the Fund and shall deposit all moneys so received in a banking account opened in the name of the Fund. An official receipt shall be issued for all moneys received into the Fund and withdrawals from the Fund shall be by cheques signed as provided for in clause 7 (3).

(2) Where and when necessary, in the interest of the Fund and/or a member, the Secretary shall have the authority to stop payment of any cheque issued by the Fund.

(3) Any moneys not required to meet current payments and expenses shall be invested in—

- (a) savings accounts, permanent shares or fixed deposits in registered building societies or banks; and/or
- (b) Post Office saving accounts or certificates; and/or
- (c) Local Government Stock, and/or in Treasury Bills or in stocks or securities issued or guaranteed by the Government of the Republic of South Africa; and/or
- (d) National Loan Certificates; and/or
- (e) in mutual funds provided such funds are registered with the Registrar of Unit Trust Companies in terms of the Unit Trust Control Act and provided further that such investment shall only be made after at least 40 per cent of the total assets of the Fund are invested as provided in paragraphs (a) to (d) of this subclause, and/or in any other manner approved by the Registrar.

(4) Alle onkoste wat die Komitee of die Raad aangaan by die administrasie van die Fonds kom ten laste van en moet betaal word deur die Fonds.

(5) Die Komitee moet in April elke jaar 'n vergadering hou om die finansiële en ander sake van die Fonds na te gaan en moet op so 'n vergadering 'n ouditeur vir die daaropvolgende jaar aanstel. So 'n vergadering staan bekend as die Komitee se jaarvergadering.

(6) Die Sekretaris moet so gou as moontlik na 31 Desember elke jaar, maar voor of op 30 April, 'n rekeningstaat aan die Komitee voorlê van die inkomste en uitgawe van die Fonds vir die 12 maande geëindig 31 Desember, asook 'n staat wat die Fonds se bates en laste toon en wat deur die ouditeur gesertifiseer en deur die Voorsitter van die Komitee medeonderteken moet word. Die gesertifiseerde rekeninge en staat en die ouditeur se verslag daaroor moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet binne ses maande na die einde van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid, Pretoria, die werkgewersorganisasie en die vakvereniging gestuur word.

(7) Indien die laste te eniger tyd meer is as die bates, moet die laste eweredig verminder word totdat die bates van die Fonds uitgeput is of totdat die bates herstel is en sodanige laste kan nakom.

12. LIDMAATSKAP

(1) (a) Lidmaatskap van die Fonds word beperk tot en is verpligtend vir—

(i) graad I-werknemers wat op die datum van inwerking-treding van hierdie Ooreenkoms ouer as 55 jaar en lede van die vakvereniging is en wat voor genoemde datum bydraers tot die Fonds was;

(ii) alle ander graad I-werknemers wat onder die ouderdom van 55 jaar is op die datum van inwerking-treding van hierdie Ooreenkoms en wat lede van die vakvereniging is;

(iii) vakleerlinge in die diens van lede van die werkgewers-organisasie, terwyl hulle so in diens is.

(b) Graad I-werknemers wat lede van die vakvereniging is en van wie nie vereis word om ingevolge paragraaf (a) (i) hiervan lede van die Fonds te word nie, mag na goedvinde van die Komitee toegelaat word om lede van die Fonds te word nadat hulle daarom aansoek gedoen het.

(2) Lidmaatskap van die Fonds soos voorgeskryf ingevolge subklousule (1) word onmiddellik beëindig sodra 'n lid in diens tree by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie of binne 60 dae nadat sy werkgewer ophou om lid van die werkgewersorganisasie te wees of sodra 'n lid ophou om lid van die vakvereniging te wees: Met dien verstande dat as so 'n werknemer daarna deur 'n lid van die werkgewersorganisasie in diens geneem word, klousule 15 (1) nie in sy geval van toepassing is nie as hy voorheen minstens ses agtereenvolgende maande lank as lid tot die Fonds bygedra het.

(3) Lidmaatskap word ook beëindig sodra 'n lid die alleen-eienaar of direkteur of vennoot van of in 'n bedryfsinrigting in die Nywerheid word.

(4) Lidmaatskap van die Fonds word beëindig sodra 'n lid te sterwe kom of as hy diens buite die Nywerheid aanvaar of as hy vir 'n tydperk van langer as ses maande nie in die Nywerheid in diens is nie of as hy weier of nie in staat is nie om geskikte diens in die Nywerheid te aanvaar wat deur bemiddeling van die Komitee aan hom aangebied word.

(5) Die aanspreeklikheid van lede en hul werkgewers teenoor die Fonds word beperk tot die bedrag van hul maandelikse bydraes wat aan die Fonds verskuldig is.

(6) Behoudens subklousule (4) moet 'n lid wat siek of werkloos is, steeds lid bly solank hy werklik 'n werknemer of werksoeker in die Nywerheid is.

13. BYDRAES

(1) Daar moet teen die volgende skaal bygedra word:

(a) R2,50 per maand deur 'n graad I-werknemer en R5 per maand deur sy werkgewer;

(b) R1,25 per maand deur 'n vakleerling en 'n gelyke bedrag deur sy werkgewer: Met dien verstande dat 'n vakleerling wat ingevolge klousule 15 (1) nie op bystand uit die Fonds geregtig is nie, dié voorgeskrewe bydrae ingevolge klousule 15 (1) moet betaal, waarby sy werkgewer 'n gelyke bedrag moet voeg sodat hy onmiddellik op bystand geregtig word.

(2) Die werkgewer moet die lede se bydraes tesame met sy eie bydraes voor of op die 10de dag van die maand wat volg op die maand waarop die bydraes betrekking het, per tjek stuur aan die kantoor van die Fonds, tesame met 'n staat in die vorm wat die Raad voorskryf.

(4) All expenses incurred by the Committee or the Council in the administration of the Fund shall be charged to and paid by the Fund.

(5) The Committee shall hold a meeting in April of each year for the purpose of reviewing the financial and other affairs of the Fund and shall at such meeting appoint an auditor for the ensuing year. Such meeting shall be known and referred to as the Committee's Annual Meeting.

(6) As soon as possible after 31 December in each year but not later than 30 April, the Secretary shall present to the Committee an account of the revenue and expenditure of the Fund for the 12 months ended 31 December and a statement showing the Fund's assets and liabilities, which shall be certified by the auditor and countersigned by the Chairman of the Committee. The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall, within six months of the close of the period covered thereby, be transmitted to the Secretary for Labour, Pretoria, the employers' organisation and the trade union.

(7) If at any stage the assets cannot meet the liabilities, the liabilities shall be proportionately reduced until the assets of the Fund are exhausted or until the assets are re-established and can fulfil such liabilities.

12. MEMBERSHIP

(1) (a) Membership of the Fund shall be confined to, and be compulsory for—

(i) Grade I employees who at the date of coming into operation of this Agreement, are over 55 years of age, are members of the trade union and were contributors to the Fund prior to the said date;

(ii) all other Grade I employees who are under 55 years of age at the date of coming into operation of this Agreement and are members of the trade union;

(iii) apprentices who are and whilst employed by members of the employers' organisation.

(b) Grade I employees who are members of the trade union and who are not required to be members of the Fund in terms of paragraph (a) (i) hereof, may, on application to and at the discretion of the Committee, be admitted to membership of the Fund.

(2) Membership of the Fund as prescribed in terms of sub-clause (1) shall terminate immediately upon a member obtaining employment with an employer who is not a member of the employers' organisation or after 60 days of his employer ceasing to be a member of the employers' organisation or upon a member ceasing to be a member of the trade union: Provided that whenever such employee is subsequently employed by a member of the employers' organisation the provisions of clause 15 (1) shall not apply in his case, if his prior contributing membership of the Fund had been not less than six consecutive months.

(3) Membership shall also terminate upon a member becoming a sole proprietor or director or partner of or in an establishment in the Industry.

(4) Membership of the Fund shall cease if a member dies, or if he accepts employment outside the Industry, or ceases to be employed in the Industry for a period longer than six months or refuses or is unable to accept suitable employment in the Industry offered to him through the medium of the Committee.

(5) The liability of members and their employers to the Fund shall be limited to the amount of their monthly contributions due thereto.

(6) Membership of any member who is sick or unemployed, shall, subject to the provisions of subclause (4), continue while he is genuinely an employee or work-seeker in the Industry.

13. CONTRIBUTIONS

(1) The rate of contributions shall be as follows:

(a) R2,50 per month by a Grade I employee and R5 per month by his employer;

(b) R1,25 per month by an apprentice and a like amount by his employer: Provided that an apprentice who does not qualify for benefits of the Fund in terms of clause 15 (1) shall pay such prescribed contribution in terms of clause 15 (1) to which his employer shall add a like amount in order that he may qualify for benefits forthwith.

(2) Members' contributions together with the contributions of their employer shall be forwarded to the office of the Fund by the employer per cheque together with a statement in the form prescribed by the Council not later than the 10th day of the month following the month to which the contributions relate.

(3) In die spesiale omstandighede wat hieronder bedoel word, moet bydraes soos volg betaal word:

As 'n lid se besoldiging gedurende 'n kalendermaand weens siekte, werkloosheid of korttyd verminder word, moet sowel hy as sy werkgever op ondergenoemde grondslag tot die Fonds bydra:

(a) 25 persent van die onderskeie maandelikse bydraes vir elke week of deel van 'n week wat die lid gewerk het;

(b) as 'n lid om persoonlike en/of private redes langer as vyf werkdade van die werk wegbly, is hy, behoudens klousule 12 (6), verantwoordelik vir die betaling van sy volle bydraes tot die Fonds en ook vir dié gedeelte van die werkgever se bydrae in verhouding tot die tydperk van sy afwesigheid van die werk;

(c) as 'n lid se bydraes agterstallig is, moet die Sekretaris van die Fonds sy werkgever daarvan kennis gee en van die werkgever vereis om dié agterstallige geld te betaal deur middel van aftrekkings van die lid se besoldiging in paaiemente soos deur die Komitee bepaal;

(d) paragraaf (a) is *mutatis mutandis* van toepassing waar 'n lid nie 'n volle maand by 'n werkgever in diens is nie.

14. BETALING VAN WERKLOOSHEIDSBYSTAND

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms en die reëls wat daarkragtens opgestel is, is 'n lid wat werkloos word en nie in staat is om geskikte werk in die Nywerheid te kry nie, geregtig op werkloosheidsbystand.

(2) 'n Lid moet binne sewe dae nadat hy werkloos word, skriftelik aansoek doen om bystand uit die Fonds in die vorm wat die Komitee voorskryf. Kopieë daarvan is by die Sekretaris van die Fonds verkrygbaar.

(3) Alle eise om werkloosheidsbystand moet minstens twee dae voor die dag van die week wat ingevolge subklousule (6) vasgestel is vir die betaling van eise deur die Komitee, by die kantoor van die Fonds ingedien word.

(4) 'n Lid wat aansoek doen om bystand of wat bystand ontvang, moet die Sekretaris oortuig dat hy nie geskikte werk kan kry nie, en moet, ten einde hom te help om sodanige werk te kry, op dié plekke en tye teenwoordig wees wat die Komitee van tyd tot tyd bepaal.

(5) Die Sekretaris van die Fonds moet elke eis om bystand ondersoek en as hy daarvan oortuig is dat 'n lid daarop geregtig is, moet hy die eis toestaan en die bystand betaal soos in subklousule (7) (a) (i) van hierdie klousule bepaal: Met dien verstande dat geen beswaar teen so 'n eis by die Sekretaris ingedien word nie teen 12h00 op die Woensdag van die week waarop die eis betrekking het: Voorts met dien verstande dat die lid alle besonderhede aan die Komitee moet verstrek wat die Komitee vereis. As die Sekretaris van die Fonds verhoor word om 'n eis toe te staan as gevolg van 'n beswaar wat ingedien is of as hy om 'n ander rede nie gewillig is om 'n eis toe te staan nie, moet dié eis na die Komitee verwys word vir sy beslissing.

(6) Werkloosheidsbystand moet aan lede betaal word op dié dag van die week en binne dié ure wat die Komitee van tyd tot tyd bepaal.

(7) Werkloosheidsbystand moet soos volg betaal word:

(a) (i) In die geval van die beëindiging van diens is 'n vakman-lid geregtig op betaling van R12 per dag;

(ii) bystand betaalbaar aan lede ooreenkomstig subparagraaf (i) hiervan moet beperk word tot 19 weke gedurende enige tydperk van 52 weke, met ingang van die eerste dag van die werkloosheidstydperk ten opsigte waarvan gemelde bystand betaalbaar is en behoudens klousule 15;

(b) in die geval van korttyd ingevolge klousule 10 (3) van die Raad se Hoof-ooreenkoms en gedurende die geldigheidsduur daarvan, behoudens klousule 15 van hierdie Ooreenkoms—

(i) is 'n vakmanlid vanaf 19 Julie 1976 geregtig op bystand van R15 per dag uit die Fonds vir elke dag wat korttyd op hom van toepassing is en hierdie bystand moet beperk word tot 40 dae in enige bepaalde kalenderjaar;

(ii) is 'n vakleerlinglid geregtig op betaling per dag teen sy minimum daaglikse loon ooreenkomstig sy kontrak: Met dien verstande dat die daaglikse loon wat aan enige vakleerling betaalbaar is hoogstens R10 per dag mag wees en dat die bedrag van die daaglikse loon waarop die vakleerling ooreenkomstig sy kontrak geregtig is, wat meer is as R10 per dag deur sy werkgever betaal moet word. Sodanige bystand moet beperk word tot 40 dae in enige bepaalde kalenderjaar;

(iii) kan betaling van bystand aan die lid uit die Fonds deur bemiddeling van sy werkgever gedoen word of op 'n wyse wat die Komitee van tyd tot tyd bepaal en dit moet uitgestel word totdat werk hervat word, en ingeval 'n lid versuim om sy werk te hervat onmiddellik na die beëindiging van enige tydperk van korttyd en sodanige versuim nie te wyle is aan afwesigheid op grond van militêre opleiding of siekte

(3) In the special circumstances mentioned below, contributions shall be paid as follows:

When, during any calendar month, the remuneration of a member is reduced owing to illness, unemployment or short-time, both he and his employer shall make contributions to the Fund on the following basis:

(a) 25 per cent of the respective monthly contributions for each week or part of a week the member has worked;

(b) if a member absents himself from work for personal and/or private reasons for more than five working days, he shall, subject to clause 12 (6), be responsible for the payment of his full contributions to the Fund and, in addition, that portion of the employer's contribution in proportion to the period of his absence from work;

(c) where a member is in arrear with his contributions the Secretary of the Fund shall serve a notice to this effect on his employer, and require the employer to liquidate such arrears by way of deductions from the member's remuneration in instalments as determined by the Committee;

(d) paragraph (a) shall apply *mutatis mutandis* where a member is not employed for a full month by any employer.

14. PAYMENT OF UNEMPLOYMENT BENEFITS

(1) Except as otherwise provided in this Agreement and the rules made thereunder, any member who becomes unemployed and who is unable to obtain suitable employment in the Industry shall be entitled to receive unemployment benefits.

(2) Application for benefits from the Fund by any member shall be made in writing within seven days of his becoming unemployed, in the form prescribed by the Committee, copies of which shall be obtainable from the Secretary of the Fund.

(3) All claims for unemployment benefit pay shall be lodged in the offices of the Fund at least two days before the day of the week fixed for payment of claims by the Committee in terms of subclause (6).

(4) A member, when making application for or being in receipt of any benefit, shall satisfy the Secretary that he is unable to obtain suitable employment, and for the purpose of assisting him to obtain such employment, attend at such places and at such times as the Committee may determine from time to time.

(5) The Secretary of the Fund shall investigate every claim for benefits and if satisfied that a member is entitled thereto, provided no objection to such claim is lodged with the Secretary by 12h00 on the Wednesday of the week to which the claim is applicable, admit the claim and pay the benefit as is provided in subclause (7) (a) (i) of this clause: Provided that the member shall submit to the Committee all such details as may be called for by the Committee. Whenever the Secretary of the Fund is precluded from admitting a claim owing to an objection lodged or is otherwise not prepared to admit a claim, such claims shall be referred to the Committee for decision.

(6) Unemployment benefit shall be paid to members on such day of the week and within such hours as the Committee may, from time to time, direct.

(7) Unemployment benefit shall be paid as follows:

(a) (i) In the case of termination of employment, a journeyman member shall be entitled to payment at the rate of R12 per day;

(ii) benefits payable to members in terms of subparagraph (i) hereof shall be limited to 19 weeks during any period of 52 weeks, commencing with the first day of the period of unemployment in respect of which the said benefit is payable and subject to the provisions of clause 15;

(b) in the case of short-time in terms of clause 10 (3) of the Council's Main Agreement and during the currency thereof, subject to the provisions of clause 15 of this Agreement—

(i) a journeyman member shall as from 19 July 1976 be entitled to a benefit of R15 per day from the Fund for each day of short-time applicable to him and this benefit shall be limited to 40 days in any one calendar year;

(ii) an apprentice member shall be entitled to payment per day at his minimum daily rate in terms of his contract: Provided that the daily wage rate payable to any apprentice member shall not exceed R10 per day and the amount by which the daily wage which the apprentice member is entitled to in terms of his contract exceeds R10 per day shall be paid by his employer. Such benefit shall be limited to 40 days in any one calendar year;

(iii) payment of benefit to the member from the Fund may be made to him through his employer or in such manner as the Committee may from time to time decide and shall be deferred until resumption of work, and in the event of any member failing to recommence work immediately upon the cessation of any period of short-time and such failure not being

waarvolgens die lid geregtig is om van die werk afwesig te wees nie, moet betaling aan die lid uitgestel word totdat hy weer sy werk hervat, en die bedrag wat 'n lid ooreenkomstig of subparagraaf (i) of subparagraaf (ii) hiervan geregtig is om per dag te ontvang ten opsigte van genoemde korttyd moet vir elke dag van sodanige afwesigheid van sy werk dienoooreenkomstig verminder word;

(c) (i) 'n lid wat bystand ontvang het vir die maksimum tydperk waarvoor in paragrawe (a) en (b) hiervan voorsiening gemaak word, kom nie vir verdere bystand in aanmerking nie;

(ii) ondanks subparagraaf (i) hiervan, kan die Komitee na eie oëddunke magtiging verleen dat verlengde bystand betaal word aan 'n vakmanlid wat ooreenkomstig paragraaf (a) (i) hiervan op bystand geregtig is deur bedrae *ex gratia* te betaal aan 'n werklose lid vir 'n bykomende tydperk van hoogstens ses weke teen R15 per werkdag;

(iii) 'n Lid wat bystand ontvang het vir die maksimum tydperk waarvoor in paragrawe (a) en (b) hiervan voorsiening gemaak word, is nie op verdere bystand gedurende die eerste daaropvolgende tydperk van 52 weke geregtig nie, tensy hy gedurende dié tydperk minstens ses bydraes ingevolge klousule 13 (1) aan die Fonds betaal het.

15. BEPERKING VAN BYSTAND

(1) Nuwe lede wat toegelaat word om by die Fonds aan te sluit na die datum van inwerkingtreding van hierdie Ooreenkoms, moet ses maande lank ingevolge klousule 13 (1) tot die Fonds bydra voordat hulle op bystand geregtig is, en "nuwe lid" beteken in die toepassing van hierdie subklousule en behoudens klousule 2, enigeen wat nie vir minstens ses maande 'n bydraer tot die Fonds was nie op die datum van inwerkingtreding van hierdie Ooreenkoms.

(2) 'n Lid is geregtig op bystand met ingang van en ten opsigte van die eerste dag van werkloosheid.

(3) 'n Lid wat sy werk verloor as gevolg van sy eie wangedrag of oormatige gebruik van bedwelmende drank en/of verdovingsmiddels, kom nie vir bystand in aanmerking nie vir dié tydperk wat die Komitee bepaal: Met dien verstande egter dat die Komitee a sy uitsluitlike goedvinde en sonder vooroordeel die bystand f 'n deel daarvan, wat in gewone omstandighede aan die lid erskuldig sou wees, mag gebruik om—

(i) te betaal vir die rehabilitasie van so 'n lid; en/of

(ii) waar nodig, finansiële steun te verleen aan die afhanklikes van so 'n lid.

(4) Geen bystand word aan 'n werklose lid betaal nie ten opsigte van 'n tydperk waarin hy nie in die Republiek van Suid-Afrika is nie.

(5) 'n Lid kom nie vir werkloosheidsbystand in aanmerking as hy weier om geskikte werk in die Nywerheid te aanvaar of om daarom aansoek te doen, of as hy nie uitdruklike opdragte akom wat die Komitee aan hom gee met die doel om hom te help om geskikte werk te kry nie.

(6) As die bydraes of 'n deel daarvan en/of ander bedrae wat 'n lid aan die Fonds verskuldig is, meer as twee maande lank verskuldig is en nie betaal word nie, word sy reg op werkloosheidsbystand onmiddellik opgeskort. Hy kom weer vir bystand in aanmerking vanaf die datum waarop alle agterstallige bedrae wat aan die Fonds verskuldig is, aan die Fonds betaal is.

(7) 'n Lid is nie op werkloosheidsbystand geregtig terwyl hy in die werk af wegbly omdat hy ongeskik is vir werk of militêre opleiding ondergaan of om persoonlike en/of private redes, of as hy skadeloosstelling ontvang kragtens die Ongevallewet of anderpartyversekering nie: Met dien verstande dat 'n graad I-erkenner, uitgesonderd 'n vakleerling, ten opsigte van militêre opleiding geregtig is op bystand gedurende tydperke van verpligte militêre opleiding tot 'n maksimum van 15 agtereenvolgende dae of dat sodanige tydperk vir die toepassing van klousule 14 geag moet word werkloosheid te wees.

(8) Daar word van 'n werklose lid vereis om 'n register te teken by die hoofkantoor van die Fonds of by dié plek wat die Komitee bepaal, op dié tye en dae wat die Komitee vasstel.

(9) As 'n werklose lid, sonder om te bewys dat hy 'n geldige wesenlike rede daarvoor het, versuim om die register te teken by die kantoor van die Fonds of by dié plek wat in hierdie klousule voorgeskryf word, verbeur hy werkloosheidsbystand op die volgende grondslag:

(a) As hy versuim om op een van die voorgeskrewe dae te teken, die bystand vir daardie dag;

(b) as hy versuim om op meer as een van die voorgeskrewe dae te teken, die bystand vir daardie besondere week.

(10) Geen bystand is betaalbaar aan 'n lid wat werkloos word gedurende 'n staking en/of uitsluiting in die Nywerheid of aan 'n lid wat aan 'n staking deelneem, ten opsigte van die tydperk of dié staking of uitsluiting van werkloosheid as gevolg daarvan is.

owing to absence on military training or illness entitling the member to be absent from work, payment to the member shall be deferred until he resumes work and the amount which such member is entitled to receive per day in terms of either subparagraph (i) or (ii) hereof in respect of the said short-time shall be reduced accordingly for each day of such absence from work;

(c) (i) a member who has received benefits for the maximum period provided for in paragraphs (a) and (b) hereof shall not be eligible for further benefits;

(ii) notwithstanding the provisions of subparagraph (i) hereof, the Committee may, at its discretion, authorise extended benefits to a journeyman member entitled to benefits in terms of paragraph (a) (i) hereof by the granting of *ex gratia* payments to an unemployed member for an additional period not exceeding six weeks at the rate of R15 per working day;

(iii) any member who has received benefits for the maximum period provided for in paragraphs (a) and (b) hereof shall not be entitled to further benefits during the next ensuing period of 52 weeks unless, during such period, he has made at least six contributions to the Fund in terms of clause 13 (1).

15. LIMITATION OF BENEFITS

(1) New members admitted to the Fund after the date of coming into operation of this Agreement, shall make six monthly payments to the Fund in terms of clause 13 (1) before they will be entitled to receive benefits, and for the purposes of this sub-clause, "new member" shall mean, subject to the provisions of clause 12, any person who was not a contributor to the Fund for at least six months as at the date this Agreement comes into operation.

(2) A member shall be entitled to draw benefits from and in respect of the first day of unemployment.

(3) A member who loses his employment through his own misconduct or excessive indulgence in intoxicating liquor and/or drugs shall be disqualified from receiving benefit for such period as is fixed by the Committee: Provided, however, that the Committee in their sole discretion and without prejudice, may utilise the benefit or part thereof, which in ordinary circumstances might have become due to the member, to pay towards—

(i) the rehabilitation of such member, and/or

(ii) effecting financial relief where necessary, in respect of the dependants of such member.

(4) No benefits shall accrue to an unemployed member in respect of any period during which he absents himself from the Republic of South Africa.

(5) A member shall be disqualified for unemployment benefit if he refuses to accept or apply for suitable work, within the Industry, or does not comply with specific directions given to him by the Committee with a view to assisting him to obtain suitable employment.

(6) If the contributions or part thereof and/or any other charges due to the Fund by a member have been due and remain unpaid for a period exceeding two months, his rights to unemployment benefits shall be suspended forthwith. Eligibility for benefits shall recommence from the date that all arrears due to the Fund have been paid to the Fund.

(7) A member shall not be entitled to unemployment benefits while he is absent from work through incapacitation for work, military training or for personal and/or private reasons, or is in receipt of compensation in terms of the Workmen's Compensation Act or of Third Party Insurance: Provided that in respect of military training, a Grade I employee other than an apprentice shall be entitled to qualify for benefits during compulsory military training periods to a maximum of 15 consecutive days and such period shall be deemed to be unemployment for the purposes of clause 14.

(8) An unemployed member shall be required to sign a register at the head office of the Fund or at such place as is directed by the Committee, at such times and on such days as are fixed by the Committee.

(9) If an unemployed member fails, without proof of valid and substantial cause, to sign the register in the offices of the Fund or at such place as prescribed in this clause, he shall forfeit unemployment benefit pay on the following basis:

(a) Failure to sign on one of the prescribed days, benefit for that day;

(b) failure to sign one more than one of the prescribed days, benefit for that particular week.

(10) No benefits shall be payable to a member who becomes unemployed during a strike and/or lockout in the Industry nor to any member who takes part in a strike, in respect of the period of such strike or lockout or any period of unemployment resulting therefrom.

(11) As 'n lid, na die mening van die Komitee, te veel en te dikwels werkloos word of as hy optree op 'n wyse wat die belange van die Fonds skaad, kan die Komitee bystand waarvoor die lid andersins in aanmerking sou kom, opskort of beperk vir dié tydperke en op dié wyse en in dié mate wat die Komitee bepaal, of die Komitee kan sy lidmaatskap van die Fonds beëindig.

(12) Waar 'n lid, na die mening van die Komitee, ongeskik word vir werk weens sy eie wangedrag, kan die Komitee die lid se reg op bystand opskort vir dié tydperk wat hy billik ag of mag hy die lidmaatskap van so 'n lid beëindig.

(13) 'n Lid wat ontevrede is met 'n besluit van die Komitee, kan hom skriftelik beroep op die Raad, wat die Komitee se besluit moet oorweeg. Die Raad moet die Komitee se besluit bekrachtig of dié ander besluit neem wat hy reken die Komitee moes geneem het. As 'n lid hom op die Raad beroep het, is die Raad se besluit finaal.

16. VRYWARING

Die lede van die Komitee en hul plaasvervangers en die lede van die Raad is nie aan die Fonds verantwoordelik vir verliese wat die Fonds mag ly weens 'n verkeerde belegging wat te goeder trou gemaak is of weens 'n handeling in hul bona fide administrasie van die Fonds of weens die nalatigheid of bedrog van 'n agent of werknemer wat in diens is of weens 'n handeling of versuim aan die kant van dié lede of plaasvervangers wat in goeder trou gemaak is of weens 'n ander saak of ding nie, uitgesonderd 'n individuele voorbedagte of bedrieglike onregmatige daad aan die kant van dié lede of plaasvervangers, wat aanspreeklik gehou mag word. So 'n lid of plaasvervanger moet deur die Fonds vergoed word vir skuld wat deur hom aangegaan is as verweerder van 'n regsgeding, hetsy siviël of krimineel, wat voortvloei uit 'n bewering van kwadetrou en waarin uitspraak ten gunste van hom gegee of waarin hy vrygespreek word.

17. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van die Ooreenkoms. Dié agent(e) het die reg om die bedryfsinrigting van 'n werkgewer binne te gaan en dit is die plig van elke werkgewer en lid om dié agent(e) toe te laat om navrae te doen en om dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir hierdie doel nodig is.

18. VRYSTELLINGS

(1) Die Raad kan enigiemand om 'n afdoende rede vrystel van enigeen van die bepalings van die Ooreenkoms.

(2) Die Raad moet, ten opsigte van elkeen aan wie vrystelling kragtens subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop dié vrystelling verleen word: Met dien verstande dat die Raad, as hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystelling kan intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen is, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes vasgestel ooreenkomstig subklousule (2) van hierdie klousule, waarop dié vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingsertifikate wat uitgereik word, in volgorde nommer;
 - (b) 'n kopie behou van elke vrystellingsertifikaat wat uitgereik word; en
 - (c) waar vrystelling verleen word, kopieë van die vrystellingsertifikate aan die betrokke werkgewer en werknemer stuur.
- (5) Elke werkgewer en werknemer moet die bepalings nakom van 'n vrystellingsertifikaat wat kragtens hierdie subklousule uitgereik word.

19. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms op 'n opvallende plek in sy bedryfsinrigting wat gereedelik vir sy werknemers toeganklik is, opplak en opgeplak hou.

20. ONTBINDING

(1) As hierdie Ooreenkoms of 'n hernuwing of verlenging daarvan met verloop van tyd of om 'n ander rede verval, moet die Komitee wat dan sitting het, voortgaan om die Fonds te administreer en die opgehoopde geld van die Fonds moet gebruik

(11) Where a member, in the opinion of the Committee, becomes unemployed at unduly frequent or regular intervals or is guilty of conduct detrimental to the interests of the Fund, the Committee may suspend or limit benefits for which he would otherwise qualify for such periods and in such manner and to such extent as it may determine, or may terminate his membership of the Fund.

(12) Where, in the opinion of the Committee, a member becomes unemployable through misconduct on his part, the Committee may suspend his rights to benefits for such period as it deems equitable or it may terminate the membership of such member.

(13) A member who is dissatisfied with any decision of the Committee may appeal in writing to the Council which shall consider the Committee's decision. The Council shall confirm the Committee's decision or make such other decision as it deems the Committee should have given. The decision of the Council or appeal shall be final.

16. INDEMNITY

The members of the Committee and their alternates and the members of the Council shall not be liable to the Fund for any loss 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, or by reason of any act or omission made in good faith by such members or alternates or by reason of any other matter or thing save individual wilful or fraudulent wrong-doing 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.

17. AGENTS

The Council may appoint one or more specified persons as agents to assist it in giving effect to the provisions of this Agreement. Such agent/s shall have the authority to enter the establishment of any employer and it shall be the duty of every employer and member to permit such agent/s to institute or make enquiries and to examine such books and/or documents and to interrogate such persons as may be necessary for this purpose.

18. EXEMPTIONS

(1) The Council may grant exemption 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 subclause (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 of which 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—

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

(4) The Secretary of the Council shall—

- (a) number consecutively all exemptions issued;
- (b) retain a copy of each exemption issued; and
- (c) where an exemption is granted, forward copies of the exemption to both the employer and the employee concerned.

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

19. 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.

20. DISSOLUTION

(1) In the event of the expiry of this Agreement or any renewal or extension thereof by effluxion of time or any other cause the Fund shall continue to be administered by the Committee in office and the accumulated funds of the Fund shall be used for

word vir die doeleindes van die Fonds totdat dit opgebruik is: Met dien verstande dat die Raad die geld van die Fonds kan oordra na 'n ander fonds in die Nywerheid wat vir dieselfde doeleindes ingevolge die Wet ingestel is of wat onder beheer is van die Registrateur van Onderlinge Hulpverenigings: Voorts met dien verstande dat as die geld nie na 'n ander soortgelyke Fonds oorgedra word of as geen nuwe ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak binne twee jaar na die vervaldatum van hierdie Ooreenkoms aangegaan word nie, die Fonds gelikwider moet word. In so 'n geval moet die Fonds gelikwider word deur die Komitee of deur dié persoon wat die Raad aanstel.

(2) As die Raad ontbind word of ophou funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms of 'n hernuwing of verlenging daarvan bindend is ingevolge die Wet, en tensy die Nywerheidsregistrateur andersins bepaal kragtens artikel 34 (2) van die Wet, moet die bestaande Komitee voortgaan om die Fonds te administreer en die bestaande Komitee op die datum waarop die Raad ophou funksioneer of ontbind word, het absolute bevoegdheid vir dié doel: Met dien verstande egter dat 'n vakature in die Komitee deur die Nywerheidsregistrateur gevul kan word uit die geledere van die werkgewers en werknemers in die Nywerheid, na gelang van die geval, ten einde te verseker dat daar eweveel werkgewers- en werknemersvertegenwoordigers en/of -plaasvervangers in die Komitee is. As die Komitee nie in staat is nie of onwillig is om sy pligte na te kom, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die Komitee na te kom, en dié trustee of trustees het al die bevoegdhede van die Komitee vir dié doel. As daar geen Raad bestaan nie, moet die Fonds by verstryking van die Ooreenkoms gelikwider word deur die Komitee of die trustee of die trustees, na gelang van die geval.

(3) By likwidasië van die Fonds ingevolge subklousules (1) en (2) hiervan, moet die geld waarmee die Fonds nog gekrediteer is, na betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste op die volgende grondslag verdeel word:

(a) Ingeval die bedrag geld in die krediet van die Fonds wat tussen die werkgewersorganisasie en die vakvereniging verdeel moet word, gelyk is aan of minder is as die bedrag in die krediet van die Fonds in die Fonds se balansstaat op 31 Desember 1976, moet die bedrag wat verdeel moet word, gelykop tussen die werkgewersorganisasie en die vakvereniging verdeel word;

(b) ingeval die bedrag in die krediet van die Fonds wat tussen die werkgewersorganisasie en die vakvereniging verdeel moet word, meer is as die bedrag in die krediet van die Fonds in die Fonds se balansstaat op 31 Desember 1976, moet die bedrag in die Fonds se balansstaat op 31 Desember 1976 gelykop tussen die werkgewersorganisasie en die vakvereniging verdeel word en die saldo wat dan nog in die Fonds se krediet oorbly, moet toegeken word op die grondslag van sewe-twaalfdes aan die werkgewersorganisasie en vyf-twaalfdes aan die vakvereniging.

21. ALGEMEEN

(1) Geen bedrag of bedrae wat as bystand deur die Komitee aan lede betaalbaar is, mag gesedeer, oorgemaak of oorgedra of op enige wyse van welke aard ook al verpand word nie, of daar mag nie daarop beslag gelê word ingevolge 'n hofbevel of -proses nie.

(2) Klagtes van lede van die Fonds of hul werkgewers moet skriftelik by die Sekretaris van die Fonds ingedien word.

(3) 'n Lid moet die Sekretaris van die Fonds binne sewe dae nadat hy werkloos word, in kennis stel van die omstandighede waarin sy diens beëindig is. Wanneer hy by 'n ander werkgewer begin werk, moet hy die Sekretaris onverwyld daarvan in kennis stel. Elke werkgewer moet die Sekretaris van die Fonds binne sewe dae in kennis stel wanneer 'n lid ontslaan word en hom verwittig van die redes daarvoor of wanneer 'n lid by hom in diens tree.

(4) Elke lid moet die Sekretaris van die Fonds—

(a) skriftelik van sy woonadres in kennis stel; en

(b) binne sewe dae na 'n verandering van woonadres, skriftelik daarvan in kennis stel.

Vir en namens die partye op hede die 10de dag van Mei 1977 te Johannesburg onderteken.

V. A. DAVIDSON, Namens die Master Diamond Cutters' Association of South Africa daartoe gemagtig.

R. RICH, Namens die South African Diamond Workers' Union daartoe gemagtig.

T. J. MARCHAND, Sekretaris van die Raad.

the purposes of the Fund until they are exhausted: Provided that the Council may transfer the funds of the Fund to another fund in the Industry established for similar purposes in terms of the Act or which is under the control of the Registrar of Friendly Societies: Provided further that if the funds are not transferred to any such other fund or if no new agreement providing for the continuation of the Fund is entered into within two years after the date of expiry of this Agreement, the Fund shall be liquidated. In such event the Fund shall be liquidated by the Committee or such person as the Council may appoint.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement or any renewal of extension thereof is binding in terms of the Act, and unless the Industrial Registrar otherwise decides in terms of section 34 (2) of the Act, the existing Committee shall continue to administer the Fund and the existing Committee at the date on which the Council ceases to function or is dissolved shall hold plenary authority for such purposes: Provided, however, that any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers and employees in the Industry, as the case may be, so as to ensure equality of employer and employee representatives and of alternates in the number of the Committee. In the event of the Committee being unable to or unwilling to discharge its duties, the Registrar may appoint a trustee or trustees to carry out the duties of the Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose. If there is no Council in existence, the Fund shall, upon the expiry of the Agreement, be liquidated by the Committee or the trustee or trustees, as the case may be.

(3) Upon the liquidation of the Fund in terms of subclauses (1) and (2) hereof the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration and liquidation expenses, shall be divided on the following basis:

(a) In the event of the amount of money standing to the credit of the Fund which is to be divided between the employers' organisation and the trade union, being equal to or less than the amount standing to the credit of the Fund in the Fund's balance sheet as at 31 December 1976, the amount to be divided shall be divided in equal proportion between the employers' organisation and the trade union;

(b) in the event of the amount of money standing to the credit of the Fund which is to be divided between the employers' organisation and the trade union being in excess of the amount standing to the credit of the Fund in the Fund's balance sheet as at 31 December 1976, the amount standing in the Fund's balance sheet as at 31 December 1976 shall be divided in equal proportion between the employer's organisation and the trade union and the excess of the balance as at 31 December 1976 shall be apportioned on the basis of seven-twelfths to the employers' organisation and five-twelfths to the trade union.

21. GENERAL

(1) No amount or amounts payable as benefits by the Committee to members shall be capable of being ceded, assigned or transferred or of being pledged in any manner whatsoever or of being attached by order or process of any Court of Law.

(2) Any complaints by members of the Fund or their employers shall be submitted in writing to the Secretary of the Fund.

(3) A member shall notify the Secretary of the Fund within seven days when he becomes unemployed and state the circumstances under which his employment was terminated. When he assumes employment with another employer he shall notify the Secretary forthwith. Every employer shall notify the Secretary of the Fund within seven days when a member has been dismissed and state the reasons therefor or when a member has been engaged by him.

(4) Every member shall advise the Secretary of the Fund in writing—

(a) of his residential address; and

(b) within seven days of any change of residential address.

Signed at Johannesburg for and on behalf of the Parties this 10th day of May 1977.

W. A. DAVIDSON, Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

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

T. J. MARCHAND, Secretary of the Council.

No. R. 1514

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

DIAMANTSLYP NYWERHEID VAN SUID-AFRIKA.—AFBAKENINGSOOREENKOMS

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 Diamantslypnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde Maandag 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;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde Maandag 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 Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een 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 enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSVERSOENING VIR DIE DIAMANTSLYP-
NYWERHEID VAN SUID-AFRIKA

AFBAKENINGSOOREENKOMS

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

Master Diamond Cutters' Association of South Africa

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Diamond Workers' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word oral in die Republiek van Suid-Afrika deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Diamantslypnywerheid betrokke is en deur alle werknemers wat lede van die vakvereniging is en in daardie Nywerheid in diens is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet bepaal en bly van krag vir 'n tydperk van een jaar.

3. WOORDOMSKRYWING

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, omvat dit alle

No. R. 1514

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH
AFRICA.—DEMARICATION 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 Diamond Cutting Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending one year 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 the said organisation or union;

(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, 2 and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending one year 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 section 48 (3) (a) of the said Act declare that in the Republic of South Africa and with effect from the second Monday after the date of publication of this notice and for the period ending one year from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 7 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA

DEMARICATION AGREEMENT

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

Master Diamond Cutters' Association of South Africa

(hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

S.A. Diamond Workers' Union

(hereinafter referred to as the "employees" or the "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' organisation 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.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be determined by the Minister of Labour in terms of section 48 of the Act and shall remain in operation for a period of one year.

3. DEFINITIONS

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

wysigings daarvan en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“Wet” die Wet op Nywerheidsversoening, Wet 28 van 1956; “vakleerling” ’n werknemer wat—

(a) ’n vakleerling op proef is; of

(b) ’n leerlingskap uitdien ingevolge die Wet op vakleerlinge, 1944; of

(c) behoorlik vrygestel is van die Wet op Vakleerlinge, 1944: Met dien verstande dat so ’n werknemer die seun, skoonseun of dogter is van eienaars, vennote of direkteure en dat sodanige eienaars, vennote of direkteure 5 persent of meer van die aandele besit, en van die houer van ’n diamantslyperslisensie in die bedryfsinrigting waarin hy of sy in diens is;

“Raad” die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika;

“aangewese bedryf” die bedrywe wat ingevolge artikel 16 (1) van die Wet op Vakleerlinge, 1944, vir die Nywerheid aangewys is;

“Diamantslypnywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om ongeslypte sierdiamante in geslypte, gepoleerde sierdiamante te omskep en omvat dit ook die herslyp en/of herpoleer van sierdiamante en alle werksaamhede wat gepaard gaan met of voortspruit uit die saag, slyp en poleer van sierdiamante;

“diamantslyperslisensie” die lisensie wat gehou word deur ’n baasdiamantslyper, met inbegrip van ’n vakman wat ’n tydelike lisensie hou terwyl hy as plaasvervanger vir die lisensiehouer optree;

“bedryfsinrigting” ’n perseel waarop of in verband waarmee een of meer werknemers in die Diamantslypnywerheid in diens is;

“vakman” ’n werknemer wat diamante van enige grootte saag en/of slyp en/of poleer en—

(a) wat ’n leerlingskap in die Diamantslypnywerheid van Suid-Afrika uitgedien het ooreenkomstig die toepaslike bepalings van die Wet op Vakleerlinge, 1944; of aan wie vrystelling verleen is ooreenkomstig paragraaf (c) van die omskrywing van “vakleerling”;

(b) wat nie ’n werknemer is wat binne die bepalings van paragraaf (a) hiervan val nie, maar wat voor 27 April 1970 as vakman in die Nywerheid in diens was en spesifiek deur die Raad as vakman erken is;

(c) wat nie ’n werknemer is wat binne die bepalings van paragraaf (a) en (b) hiervan val nie, maar wat die Raad daarvan oortuig het dat hy voldoende vorige ondervinding of opleiding gehad het in ’n bedryf, soos in die Diamantslypnywerheid aangewys, om ’n bedryfstoets, soos deur die Raad voorgeskryf, af te lê, en in sodanige bedryfstoets geslaag het;

(d) wat beskik oor ’n vaardigheidstifikaat uitgereik kragtens artikel 6 of ’n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951;

(e) wat as vakman in diens is in verband met die opleiding en toesig oor die werk van ander werknemers wat in verband met die saag en/of slyp en/of poleer van diamante werksaam is in soverre dat hulle toegelaat kan word om dié werk ingevolge enige ooreenkomste of toekenning kragtens die Wet in hierdie opsig te verrig;

“Hofooreenkomste” die Ooreenkomste vir die Nywerheid gepubliseer kragtens artikel 48 van die Wet;

“vakleerling op proef” ’n werknemer ten opsigte van wie ’n leerlingskontrak beoog en gesluit moet word en wat in afwagting van die formele sluiting van so ’n kontrak toegelaat word om in die Nywerheid te werk;

“Sekretaris” die Sekretaris van die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika.

4. WERKAFBAKENING

Niemand, uitgesonderd die volgende persone, mag toegelaat word om diamante met ’n massa van meer as 1,19 (een komma negentien) karaat in die ruwe en/of gekloofde staat of 0,60 (nul komma sestig) karaat in die gesaagde staat, te saag en/of te slyp en/of te poleer nie:

(a) Die houer van ’n diamantslyperslisensie of die houer van ’n tydelike diamantslyperslisensie as hy vir ’n permanente lisensiehouer tydens so ’n permanente lisensiehouer se tydelike afwesigheid waarnaem: Met dien verstande dat daar gedurende sodanige tydelike afwesigheid geen ander houters van ’n permanente diamantslyperslisensie ten opsigte van, en aanwesig in, die bedryfsinrigting is nie: Voorts met dien verstande dat as daar meer as een houer van ’n tydelike diamantslyperslisensie in die bedryfsinrigting is, slegs een so ’n lisensiehouer ingevolge hierdie paragraaf toegelaat mag word om vir die houer van ’n permanente diamantslyperslisensie tydens sy tydelike afwesigheid waar te neem; of

the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, Act 28 of 1956;

“apprentice” means an employee who—

(a) is a probational apprentice; or

(b) is serving an apprenticeship in terms of the Apprenticeship Act, 1944; or

(c) has been duly exempted from the Apprenticeship Act, 1944: Provided that such employee is the son, son-in-law or daughter of proprietors, partners or directors and such proprietors, partners or directors having a shareholding of 5 per cent or more, and of the holder of a diamond cutters’ licence in the establishment in which he or she is employed;

“Council” means the Industrial Council for the Diamond Cutting Industry of South Africa;

“designated trade” means the trades designated in terms of section 16 (1) of the Apprenticeship Act, 1944, for the Industry;

“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, cutting and polishing gem diamonds;

“diamond cutter’s licence” means the licence held by a master diamond cutter, including a journeyman holding a temporary licence while deputising for the licence holder;

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

“journeyman” means an employee who saws and/or cuts and/or polishes diamonds of any size and—

(a) who has served an apprenticeship in the Diamond Cutting Industry of South Africa in accordance with the relevant provisions contained in the Apprenticeship Act, 1944; or in respect of whom an exemption had been granted in accordance with paragraph (c) of the definition of “apprentice”;

(b) who being an employee not falling within the terms of paragraph (a) hereof has, prior to 27 April 1970, being employed in the Industry as a journeyman, been specifically accepted by the Council as a journeyman;

(c) being an employee not falling within the terms of paragraphs (a) and (b) hereof, who has satisfied the Council that he has had sufficient previous experience or training in a trade as designated in the Diamond Cutting Industry, to undergo a trade test as prescribed by the Council and passed such trade test;

(d) a person in possession of a certificate of proficiency issued in terms of section 6 or a trade certificate issued in terms of section 7 of the Training of Artisans Act, 1951;

(e) being a journeyman is employed in connection with the training and supervision of the work of other employees employed in connection with the sawing and/or cutting and/or polishing of diamonds to the extent that they may be permitted to perform such work in terms of any agreement or award in terms of the Act in this respect;

“Main Agreement” means the Agreement for the Industry published in terms of section 48 of the Act;

“probational apprentice” means an employee in respect of whom an apprenticeship contract is intended and is required to be entered into and pending the formal entering into of such contract is permitted to be employed in the Industry;

“Secretary” means the Secretary of the Industrial Council for the Diamond Cutting Industry of South Africa.

4. WORK DEMARCATION

No person other than the following shall be permitted to perform the sawing and/or cutting and/or polishing of diamonds in excess of 1,19 (one comma nineteen) carats in the rough and/or cleaved state or 0,60 (comma sixty) carats in the sawn state:

(a) A holder of a diamond cutter’s licence, or the holder of a temporary diamond cutter’s licence when deputing for a permanent licensee during such permanent licensee’s temporary absence: Provided that there are no other holders of a permanent diamond cutter’s licence in respect of, and present in, the establishment during such temporary absence: Provided further that in the event of there being more than one holder of a temporary diamond cutter’s licence in the establishment, one such holder only may be permitted in terms of this paragraph to deputise for a holder of a permanent diamond cutter’s licence during his temporary absence; or

(b) 'n vennoot of direkteur wat, as hy 'n werknemer was, as vakman ingevolge die omskrywing van "vakman" of "vakleerling" kragtens hierdie Ooreenkoms sou kwalifiseer;

(c) (i) 'n alleeneienaar van 'n bedryfsinrigting;

(ii) 'n vennoot in 'n bedryfsinrigting wat belange van minstens 5 persent daarin besit; of

(iii) in die geval van 'n maatskappy met beperkte aanspreeklikheid wat die eienaar van 'n bedryfsinrigting is, enige geregi-streerde aandeelhouer van minstens 5 persent van die uitgereikte aandeelkapitaal daarvan; of

(d) seuns, skoonseuns of dogters van 'n alleeneienaar, of van 'n houer van 'n diamantslyperslisensie, of van 'n vennoot wat belange van minstens 5 persent in die vennootskap besit, of van 'n direkteur van 'n maatskappy met beperkte aanspreeklikheid wat die eienaar van 'n bedryfsinrigting is en as sodanige direkteur minstens 5 persent van die aandeel daarin besit;

(e) 'n werknemer wat 'n "vakleerling" of "vakman" is soos in hierdie Ooreenkoms omskryf;

(f) iemand in besit van 'n vaardigheidsertifikaat uitgereik kragtens artikel 6 of 'n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951.

5. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in die vorm in die regulasies ingevolge die Wet voorgeskryf, op 'n opvallende plek in sy bedryfsinrigting wat gereedlik vir sy werknemers toeganklik is, opplak en opgeplak hou.

6. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word: Met dien verstande dat die Raad, as hy dit goed-dink, die vrystelling ná 30 dae skriftelike kennisgewing aan die betrokke persoon kan intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomsstig hierdie klousule verleen word, 'n vrystellingsertifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenkoms waarvan hy vrygestel word;

(c) die voorwaardes, ooreenkomsstig subklousule (2) van hierdie klousule vasgestel, waarop sodanige vrystelling verleen word; en

(d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word in volgorde nommer;

(b) 'n kopie behou van elke sertifikaat wat uitgereik word; en

(c) waar vrystelling verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever en werknemer stuur.

(5) Elke werkgever en werknemer moet die bepalings van 'n vrystellingsertifikaat kragtens hierdie klousule nakom.

7. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgever en werknemer om dié agente toe te laat om dié navrae te doen en dié boeke en/of dokumente en/of diamante te ondersoek en dié persone te ondervra wat vir dié doel nodig is.

8. ADMINISTRASIE VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die Ooreenkoms en hy kan vir die leiding van werkgevers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

(2) 'n Geskilpunt wat mag ontstaan in verband met die vertolk-ing van enigeen van die bepalings van hierdie Ooreenkoms, moet na die Raad verwys word.

Namens die partye op hede die 10de dag van Mei 1977 te Johannesburg onderteken.

W. A. DAVIDSON, Namens die Master Diamond Cutters' Association of South Africa daartoe gemagtig.

R. RICH, Namens die South African Diamond Workers' Union daartoe gemagtig.

T. J. MARCHAND, Sekretaris van die Raad.

(b) a partner or director, who, if he were an employee, would qualify as a journeyman in terms of the definition "journeyman" or "apprentice" in terms of this Agreement;

(c) (i) a sole proprietor of an establishment;

(ii) a partner of an establishment who holds not less than 5 per cent interest therein; or

(iii) in the case of a limited liability company owning an establishment, any registered shareholder of not less than 5 per cent of the issued share capital thereof; or

(d) sons, sons-in-law or daughters of a sole proprietor, or of a holder of a diamond cutter's licence, or of a partner who holds not less than 5 per cent interest in the partnership, or of a director of a limited liability company owning an establishment and such director holding not less than 5 per cent of the shareholding therein;

(e) an employee who is an "apprentice" or "journeyman" as defined in this Agreement;

(f) a person in possession of a certificate of proficiency issued in terms of section 6 or a trade certificate issued in terms of section 7 of the Training of Artisans Act, 1951.

5. 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 regulation under the Act.

6. EXEMPTIONS

(1) The Council may grant exemption 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 subclause (1) of this clause, the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after 30 days' 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—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption has been granted;

(c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and

(d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(a) number consecutively all licences issued;

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

(c) where an exemption is granted, forward a copy of the licence to the employer or employee concerned.

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

7. 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/or diamonds and to interrogate such persons as may be necessary for this purpose.

8. 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.

Signed at Johannesburg for and on behalf of the parties this 10th day of May 1977.

W. A. DAVIDSON, Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

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

T. J. MARCHAND, Secretary of the Council.

No. R. 1515

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.—DIENSBEËINDIGINGOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verlaar 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 Diamantslypnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1983 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, 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1983 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 Republiek van Suid-Afrika.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSVERSOENINGRAAD VIR DIE DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA

DIENSBEËINDIGINGSOOREENKOMS

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

Master Diamond Cutters' Association of South Africa

hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Diamond Workers' Union

hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet oral in die Republiek van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en by die Diamantslypnywerheid betrokke is en deur alle vakmanne wat lede van die vakvereniging is en in daardie Nywerheid in diens is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet bepaal en sly van krag vir 'n tydperk van ses jaar.

3. WOORDOMSKRYWING

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, omvat dit alle wysigings daarvan en, tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, Wet 28 van 1956;

"vakleerling" 'n werknemer wat—

(a) 'n vakleerling op proef is; of

(b) 'n leerlingkap uitdien ingevolge die Wet op Vakleerlinge, 1944; of

(c) behoorlik vrygestel is van die Wet op Vakleerlinge, 1944: Met dien verstande dat so 'n werknemer die seun, skoonseun of dogter is van eienaars, vennote of direkteure en dat sodanige eienaars, vennote of direkteure 5 persent of meer van die aandele besit, en van die houer van 'n diamantslyperslisensie in die bedryfsinrigting waarin hy of sy in diens is;

"kontrak" 'n dienskontrak aangegaan tussen 'n werkgewer en 'n vakman ingevolge die Raad se Hoof-ooreenkoms gepubliseer kragtens artikel 48 van die Wet, met inbegrip van alle ander skriftelike ooreenkomste wat deur die Raad erken word;

No. R. 1515

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—TERMINATION OF EMPLOYMENT 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 Diamond Cutting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1983, 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, 2 and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1983, 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

TERMINATION OF EMPLOYMENT AGREEMENT

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

Master Diamond Cutters' Association of South Africa

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

S.A. Diamond Workers' Union

(hereinafter referred to as the "employees" or the "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' organisation and who are engaged in the Diamond Cutting Industry and by all the journeymen who are members of the trade union and who are employed in that Industry.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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, Act 28 of 1956;

"apprentice" means an employee who—

(a) is a probational apprentice; or

(b) is serving an apprenticeship in terms of the Apprenticeship Act, 1944; or

(c) has been duly exempted from the Apprenticeship Act, 1944: Provided that such employee is the son, son-in-law or daughter of proprietors, partners or directors and such proprietors, partners or directors having a shareholding of 5 per cent or more, and of the holder of a diamond cutter's licence in the establishment in which he or she is employed;

"contract" means a contract of employment entered into between an employer and a journeyman in terms of the provisions of the Council's Main Agreement published in terms of section 48 of the Act including any other written agreements recognised by the Council;

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

"aangewese bedryf" die bedrywe wat ingevolge artikel 16 (1) van die Wet op Vakleerlinge, 1944, vir die Nywerheid aangewys is;

"Diamantslypnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om ongeslypte sierdiamante in geslypte, gepoleerde sierdiamante te omskep en omvat dit ook die herslyp en/of herpoleer van sierdiamante en alle werksaamhede wat gepaard gaan met of voortspruit uit die saag, slyp en poleer van sierdiamante;

"diamantslyperslisensie" die lisensie wat gehou word deur 'n baasdiamantslyper, met inbegrip van 'n vakman wat 'n tydelike lisensie hou terwyl hy as plaasvervanger vir die lisensiehouer optree;

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

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

"graad I-werk" die slyp en/of poleer en/of saag van diamante;

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

(a) wat 'n leerling is in die Diamantslypnywerheid van Suid-Afrika uitgedien het ooreenkomstig die toepaslike bepalinge van die Wet op Vakleerlinge, 1944; of aan wie vrystelling verleen is ooreenkomstig paragraaf (c) van die omskrywing van "vakleerling";

(b) wat nie 'n werknemer is wat binne die bepalinge van paragraaf (a) hiervan val nie, maar wat voor 27 April 1970 as vakman in die Nywerheid in diens was en spesifiek deur die Raad as vakman erken is;

(c) wat nie 'n werknemer is wat binne die bepalinge van paragraaf (a) en (b) hiervan val nie, maar wat die Raad daarvan oortuig het dat hy voldoende vorige ondervinding of opleiding gehad het in 'n bedryf, soos in die Diamantslypnywerheid aangewys, om 'n bedryfstoets, soos deur die Raad voorgeskryf, af te lê, en in sodanige bedryfstoets geslaag het;

(d) wat beskik oor 'n vaardigheidsertifikaat uitgereik kragtens artikel 6 of 'n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951;

(e) wat as vakman in diens is in verband met die opleiding en toesig oor die werk van ander werknemers wat in verband met die saag en/of slyp en/of poleer van diamante werkzaam is in soverre dat hulle toegelaat kan word om dié werk ingevolge enige ooreenkoms of toekenning kragtens die Wet in hierdie opsig te verrig;

"Hofooreenkoms" die Ooreenkoms waarin lone vir werknemers in die Nywerheid voorgeskryf word en wat gepubliseer word ingevolge artikel 48 van die Wet;

"vakleerling op proef" 'n werknemer ten opsigte van wie 'n leerlingskontrak beoog en gesluit moet word en wat in afwagting van die formele sluiting van so 'n kontrak toegelaat word om in die Nywerheid te werk;

"besoldiging" die bedrag geld wat 'n werkgewer van tyd tot tyd aan sy werknemer moet betaal en wat op watter wyse ook al uit sy diens spruit, en "besoldig" het 'n ooreenstemmende betekenis;

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

4. DIE REGULERING VAN DIENSBEÏNDIGING

(1) Behoudens hierdie klousule—

(a) mag 'n werkgewer nie die kontrak van 'n vakman beëindig nie, en

(b) mag 'n vakman nie sy kontrak beëindig nie,

(2) 'n Werkgewer en/of 'n vakman mag 'n kontrak skriftelik beëindig—

(a) as die registrasiesertifikaat van 'n vakman of die diamantslyperslisensie van 'n werknemer ingevolge die Wet op die Slyp van Diamante, Wet 33 van 1955, gekanselleer of opgeskort word;

(b) as 'n vakman deur 'n bevoegde hof skuldig bevind word aan 'n misdryf waarby brandstigting, bedrog, oneerlikheid, diefstal, geweld, kwaadwillige beskadiging, hoogverraad, staatsveiligheid, sabotasie, insolvensie, die onwettige besit van en/of onwettige handel in of smous met ruwe diamante, onbewerkte edelmetale of dwelmiddels betrokke is;

(c) ingevolge 'n skriftelike ooreenkoms waartoe die betrokke werkgewer en die vakman wedersyds toestemming verleen het en wat hulle behoorlik onderteken het;

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

"designated trade" means the trades designated in terms of section 16 (1) of the Apprenticeship Act, 1944, for the Industry

"Diamond Cutting Industry" or "Industry" means, without 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, cutting and polishing gem diamonds;

"diamond cutter's licence" means the licence held by a master diamond cutter, including a journeyman holding a temporary licence while deputising for the licence holder;

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

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

"Grade I work" means the cutting and/or polishing and/or sawing of diamonds;

"journeyman" means an employee who performs Grade I work and—

(a) who has served an apprenticeship in the Diamond Cutting Industry of South Africa in accordance with the relevant provisions contained in the Apprenticeship Act, 1944; or in respect of whom an exemption had been granted in accordance with paragraph (c) of the definition of "apprentice";

(b) who being an employee not falling within the terms of paragraph (a) hereof has, prior to 27 April 1970 been employed in the Industry as a journeyman, been specifically accepted by the Council as a journeyman;

(c) being an employee not falling within the terms of paragraphs (a) and (b) hereof, who has satisfied the Council that he has had sufficient previous experience or training in a trade as designated in the Diamond Cutting Industry, to undergo a trade test as prescribed by the Council and passed such trade test;

(d) a person in possession of a certificate of proficiency issued in terms of section 6 or a trade certificate issued in terms of section 7 of the Training of Artisans Act, 1951;

(e) being a journeyman is employed in connection with the training and supervision of the work of other employees employed in connection with the sawing and/or cutting and/or polishing of diamonds to the extent that they may be permitted to perform such work in terms of any agreement or award in terms of the Act in this respect;

"Main Agreement" means the Agreement in which wages are prescribed for employees in the Industry and published in terms of section 48 of the Act;

"probational apprentice" means an employee in respect of whom an apprenticeship contract is intended and is required to be entered into and, pending the formal entering into of such contract, is permitted to be employed in the Industry;

"remuneration" means the amount of money which an employee shall be paid by his employer from time to time arising in any manner whatsoever out of his employment and "remuneration" shall have a corresponding meaning;

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

4. THE REGULATION OF TERMINATION OF EMPLOYMENT

(1) Save as provided in this clause—

(a) an employer shall not terminate the contract of a journeyman, and

(b) a journeyman shall not terminate his contract.

(2) An employer and/or a journeyman shall be permitted to terminate a contract in writing—

(a) upon the certificate of registration of a journeyman or the diamond cutter's licence of an employer being cancelled or suspended under the provisions of the Diamond Cutting Act 33 of 1955;

(b) upon a journeyman being found guilty in a competent court of law of an offence involving arson, fraud, dishonesty, theft, violence, malicious damage, treason, State security, sabotage, insolvency, the illegal possession of and/or illegal dealing or trafficking in rough diamonds, unwrought precious metal or drugs;

(c) in terms of a written agreement mutually consenting thereto and duly signed by the employer and journeyman concerned;

(d) ten einde 'n vakman toe te laat om werk by 'n ander werkgever in die Nywerheid te verkry en/of te aanvaar op voorwaardes waaroor die vakman en albei die betrokke werkgevers onderling ooreengekom het en wat deur hulle onderteken is: Met dien verstande dat daar geen tydperk van werkloosheid mag wees tussen die datums van diensbeëindiging en diensaanvaarding by die ander werkgever nie;

(e) gedurende die eerste drie maande vanaf die datum van diensaanvaarding onder kontrak: Met dien verstande dat hierdie bepaling nie van toepassing is in die geval van 'n kontrak wat ingevolge paragraaf (d) hiervan gesluit is nie;

(f) as 'n vakman die Nywerheid verlaat: Met dien verstande dat as dié vakman binne drie maande nadat hy die Nywerheid verlaat het weer na die Nywerheid terugkeer, hy moet terugkeer na die werkgever by wie hy laas in diens was of dat hy ingevolge paragraaf (d) hiervan in diens geneem mag word;

(g) as 'n werkgever se diamantslypsaak in die Nywerheid ingevolge die Maatskappywet, Wet 61 van 1973, gelikwiderd word of as dit verkoop word.

(3) Beëindiging van 'n kontrak deur 'n vakman of 'n werkgever om ander redes as dié in subklousule (2) hiervan genoem, is onderworpe aan vrystelling deur die Raad.

(4) (a) 'n Werkgever en 'n vakman moet die Raad binne drie werkdade vanaf die datum van kennisgewing skriftelik in kennis stel van alle kennisgewings van die beëindiging van kontrakte ooreenkomstig subklousules (2) en (3) hiervan en van die redes daarvoor.

(b) Aansoeke om vrystelling moet skriftelik aan die Sekretaris voorgelê word. Die Sekretaris moet alle skriftelike aansoeke om vrystelling wat hy ingevolge subklousule (3) hiervan ontvang so gou doenlik na die Raad verwys en—

(i) as die Raad beslis dat 'n werkgever geen geregverdigde rede het om die kontrak te beëindig nie, moet hy van die werkgever skriftelik vereis om dié kontrak ooreenkomstig subklousule (1) hiervan te herstel, onderworpe aan dié bykomende voorwaardes waartoe die Raad besluit, en die werkgever is dan verplig om dié kontrak ooreenkomstig sodanige vereiste te herstel;

(ii) as die Raad beslis dat 'n vakman geen geregverdigde rede het om 'n kontrak te beëindig nie, moet hy van die vakman skriftelik vereis om dié kontrak ooreenkomstig subklousule (1) hiervan te herstel, onderworpe aan dié bykomende voorwaardes waartoe die Raad besluit, en die vakman is dan verplig om dié kontrak ooreenkomstig sodanige vereiste te herstel;

(iii) as die Raad beslis dat 'n werkgever geregverdigde rede gehad het om 'n kontrak te beëindig of dat 'n vakman geregverdigde rede gehad het om sy kontrak te beëindig, moet hy sodanige beëindiging, na gelang van die geval, goedkeur, wat dan in werking tree vanaf 'n datum wat die Raad bepaal.

(c) Ingeval die Raad nie tot 'n eenparige besluit kan of wil geraak oor 'n saak wat ingevolge paragraaf (b) hiervan na hom verwys word nie, moet die Raad so 'n saak kragtens artikel 45 van die Wet vir 'n beslissing verwys: Met dien verstande dat so 'n saak na slegs een arbiter verwys word wat deur die Sekretaris van Arbeid aangestel moet word.

(d) Geen werkgever mag 'n vakman in diens neem terwyl dié vakman se diensbeëindiging by 'n ander werkgever aan subklousules (3) en (4) hiervan onderworpe is nie, en die bewyslas berus by die werkgever om by die Sekretaris van die Raad vas te stel dat 'n vakman in diens geneem mag word.

(5) (a) Behoudens hierdie Ooreenkoms, moet 'n werkgever of 'n vakman wat 'n kontrak beëindig dit skriftelik doen en minstens soos volg daarvan kennis gee:

(i) 24 uur kennis gedurende die eerste week diens, en dit tree dan in werking vanaf die datum waarop dit gegee is;

(ii) een week kennis ná die eerste week diens en gedurende die eerste drie maande diens, en dit moet op 'n Vrydag gegee word;

(iii) een maand kennis ná drie maande diens, en dit kan op enige dag gegee word en tree in werking vanaf die dag waarop dit gegee is;

(iv) dié langer kennisgewingstermyn waaroor 'n werkgever en 'n vakman skriftelik onderling mag ooreenkom.

(b) Behoudens paragraaf (a) hiervan en met dien verstande dat 'n werkgever en 'n vakman onderling daartoe ooreenkom, kan die kontrak beëindig word deur aan die vakman te betaal of aan die werkgever te verbeur, na gelang van die geval—

(i) in die geval van 24 uur kennis, minstens een vyfde van die weeklikse besoldiging wat die vakman ten tyde van die diensbeëindiging ontvang; en

(ii) in die geval van een week kennis, minstens die weeklikse besoldiging wat die vakman ten tyde van die diensbeëindiging ontvang; en

(d) for the purpose of permitting a journeyman to secure and/or accept employment with another employer in the Industry on terms and conditions mutually agreed to and signed by the journeyman and both employers concerned: Provided that there shall be no period of unemployment during any interval between the dates of termination and the commencement of employment with another employer;

(e) during the first three months as from the date of engagement under a contract: Provided that this provision shall not apply in the case of a contract concluded in terms of paragraph (d) hereof;

(f) where a journeyman leaves the Industry: Provided that if such journeyman should return to the Industry within a period of three months after the date of leaving, he shall return to the employer by whom he was last employed or he may be engaged in terms of paragraph (d) hereof;

(g) upon the liquidation in terms of the Companies Act, Act 61 of 1973, of an employer's diamond cutting business in the Industry or the sale thereof.

(3) Termination of a contract by a journeyman or an employer for reasons other than those stated in subclause (2) hereof shall be subject to exemption by the Council.

(4) (a) An employer and a journeyman shall notify the Council in writing of all notices of termination of contracts under subclauses (2) and (3) hereof and the reasons therefor within three working days of the date of notice.

(b) Applications for exemption shall be submitted to the Secretary in writing. The Secretary shall refer all written applications for exemption received in terms of subclause (3) hereof as soon as practicable to the Council and—

(i) if the Council resolves that an employer does not have justifiable cause to terminate a contract, it shall in writing require the employer to reinstate such contract in accordance with the provisions of subclause (1) hereof, subject to such further terms and conditions as the Council may resolve, whereupon the employer shall be obliged to reinstate such contract in accordance with such requirement;

(ii) if the Council resolves that a journeyman does not have justifiable cause to terminate a contract, it shall in writing require the journeyman to reinstate such contract in accordance with the provisions of subclause (1) hereof, subject to such further terms and conditions as the Council may resolve, whereupon the journeyman shall be obliged to reinstate such contract in accordance with such requirement;

(iii) if the Council resolves that an employer had justifiable cause to terminate a contract or that a journeyman had justifiable cause to terminate his contract, it shall approve of such termination, as the case may be, which shall take effect from a date as resolved by the Council.

(c) In the event of the Council being unable or unwilling to arrive at a unanimous resolution on any matter referred to it in terms of paragraph (b) hereof, the Council shall refer such matter for decision in terms of section 45 of the Act: Provided that such reference shall be to a single arbitrator who shall be appointed by the Secretary for Labour.

(d) No employer shall employ a journeyman whilst the termination of such journeyman's employment with another employer is subject to the provisions of subclauses (3) and (4) hereof and the onus shall be on the employer to establish from the Secretary of the Council that a journeyman may be employed.

(5) (a) Subject to the provisions of this Agreement, an employer or a journeyman who terminates a contract shall do so in writing and give not less than—

(i) 24 hours' notice during the first week of employment, which shall take effect from the date on which it was given;

(ii) one week's notice after the first week of employment and during the first three months of employment, which shall be given on a Friday;

(iii) one month's notice after three months of employment which may be given on any day and shall take effect from the day it was given;

(iv) such longer period of notice as may be mutually agreed to in writing between an employer and a journeyman.

(b) Subject to the provisions of paragraph (a) hereof and provided it is mutually agreed to by a journeyman and an employer, the contract may be terminated by paying the journeyman or forfeiting to the employer, as the case may be, not less than—

(i) in the case of 24 hours' notice, one-fifth of the weekly remuneration which the journeyman is receiving at the date of termination; and

(ii) in the case of one week's notice, the weekly remuneration which the journeyman is receiving at the date of termination; and

(iii) in die geval van een maand kennis, minstens vier en 'n derde maal die weeklikse besoldiging wat die vakman ten tyde van die diensbeëindiging ontvang; en

(iv) in die geval van 'n kennisgewingstermyn waaroor daar ingevolge paragraaf (a) (iv) hiervan ooreengekom is, die weeklikse besoldiging eweredig aan die kennisgewingstermyn waaroor ooreengekom is.

(c) Die kennisgewing in paragraaf (a) hiervan bedoel, mag nie geskied gedurende, of 'n tydperk daarvan mag nie saamval nie met die vakman se afwesigheid—

(i) met jaarlikse verlof ingevolge klousule 7 van die Raad se Hoofoorreenskoms;

(ii) met siekteverlof van drie weke ingevolge klousule 8 (1) van die Raad se Hoofoorreenskoms;

(iii) gedurende 'n tydperk waarin die vakman geregtig is op die betaling van siektebesoldiging ingevolge die Siektebesoldigingsfonds in klousule 8 (3) van die Raad se Hoofoorreenskoms bedoel, en vir die toepassing van hierdie subklousule is 'n vakman geregtig op siektebesoldiging van altesaam hoogstens ses weke in 'n bepaalde jaar;

(iv) terwyl hy militêre opleiding ingevolge die Verdedigingswet, 1957 ondergaan;

(v) van werk gedurende korttyd ingevolge klousule 10 van die Raad se Hoofoorreenskoms.

(d) Die werkgever moet in die geval van alle vakmanne die Raad in kennis stel van alle kennisgewings ingevolge hierdie klousule deur aan die Raad 'n staat in die vorm van Aanhangsel D van die Raad se Hoofoorreenskoms te stuur, behoorlik deur homself onderteken en waarin hy aandui of hy dan wel die vakman kennis gegee het.

(e) In gevalle waar kennisgewing van die beëindiging van die kontrak gekanselleer word, of waar daar geen onderbreking in 'n vakman se diens is nie, word die kontrak geag aaneenlopend te wees.

5. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenskoms in die vorm van die regulasies ingevolge die Wet voorgeskryf, op 'n opvallende plek in sy bedryfsinrigting wat gereedlik vir sy werknemers toganklik is, opklak en opgeplak hou.

6. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede aan of ten opsigte van enigiemand vrystelling verleen van enigeen van die bepalings van hierdie Ooreenskoms.

(2) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n vrystellingssertifikaat uitreik wat deur hom onderteken is en waarop die volgende voorkom:

(a) Die volle naam van die betrokke persoon;

(b) die bepalings van die Ooreenskoms waarvan hy vrygestel word;

(c) die voorwaardes ooreenkomstig die bepalings hiervan deur die Raad vasgestel.

(3) Die Sekretaris van die Raad moet—

(a) alle sertifikate wat uitgereik word in volgorde nommer;

(b) 'n kopie behou van elke sertifikaat wat uitgereik word; en

(c) waar vrystelling verleen word, 'n kopie van die sertifikaat aan die betrokke werkgever of werknemer stuur.

7. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenskoms. Dit is die plig van elke werkgever en werknemer om dié agente toe te laat om dié navrae te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir dié doel nodig is.

8. ADMINISTRASIE VAN OOREENKOMS

(1) Die Raad is die liggaam wat verantwoordelik is vir die administrasie van die Ooreenskoms en hy kan vir die leiding van werkgevers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

(2) 'n Geskilpunt wat ontstaan in verband met die vertolking van enigeen van die bepalings van hierdie Ooreenskoms, moet na die Raad verwys word.

Namens die partye op hede die 10de dag van Mei 1977 te Johannesburg onderteken.

W. A. DAVIDSON, Namens die Master Diamond Cutters' Association of South Africa daartoe gemagtig.

R. RICH, Namens die South African Diamond Workers' Union daartoe gemagtig.

T. J. MARCHAND, Sekretaris van die Raad.

(iii) in the case of one month's notice, four and one-third times the weekly remuneration which the journeyman is receiving at the date of termination; and

(iv) in the case of a period of notice agreed to in terms of paragraph (a) (iv) hereof, the weekly remuneration proportionate to the period of notice agreed upon.

(c) The notice referred to in paragraph (a) hereof shall not be given during, nor shall any period thereof run concurrently with the journeyman's absence—

(i) on annual leave in terms of clause 7 of the Council's Main Agreement;

(ii) on three week's sick leave in terms of clause 8 (1) of the Council's Main Agreement;

(iii) during entitlement to payment of sick pay in terms of the Sick Pay Fund referred to in clause 8 (3) of the Council's Main Agreement, and for the purposes of this subclause such sick pay entitlement shall be limited to a maximum of six weeks in the aggregate in any year;

(iv) whilst undergoing military training under the Defence Act, 1957;

(v) from work during short-time in terms of clause 10 of the Council's Main Agreement.

(d) In the case of all journeymen, the employer shall notify the Council of all notices in terms of this clause by forwarding to the Council a statement in the form of Annexure D of the Council's Main Agreement, duly signed by himself and indicating whether he or the journeymen gave notice.

(e) In cases where the notice of termination of a contract is cancelled or where there is no break in a journeyman's service, the contract shall be regarded as continuous.

5. 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.

6. EXEMPTIONS

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

(2) 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—

(a) the full name of the person concerned;

(b) the provisions of the Agreement from which exemption has been granted;

(c) the conditions fixed by the Council in accordance with the provisions hereof.

(3) The Secretary of the Council shall—

(a) number consecutively all licences issued;

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

(c) where an exemption is granted, forward a copy of the licence to the employer or employee concerned.

7. 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.

8. 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.

Signed at Johannesburg for and on behalf of the parties this 10th day of May, 1977.

W. A. DAVIDSON, Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

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

T. J. MARCHAND, Secretary of the Council.

No. R. 1516

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

DIAMANTSLYP NYWERHEID VAN SUID-AFRIKA. — SIEKTEBYSTANDSFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, 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 Diamantslypnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 9 Mei 1987 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.

P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE DIAMANTSLYP NYWERHEID VAN SUID-AFRIKA

SIEKTEBYSTANDSFONDSOOREENKOMS

gevolge die Wet op Nywerheidsversoening, 1956, soos gewysig, sluit deur en aangegaan tussen die

Master Diamond Cutters' Association of South Africa

hierna die "werkgewers" of die "werkgewersorganisasie" (noem), aan die een kant, en die

S.A. Diamond Workers' Union

hierna die "werknemers" of die "vakvereniging" (genoem), aan die ander kant,

dat die partye is by die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika,

en die bydraes wat aan die Siektebystandsfonds vir die Diamantslypnywerheid van Suid-Afrika betaal moet word, voor te skryf.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word oral in die Republiek van Suid-Afrika deur alle werkgewers wat lede is van die werkgewersorganisasie en deur alle vakmanne wat lede is van die vakvereniging en terwyl hulle by lede van die werkgewersorganisasie in die Nywerheid in diens is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet bepaal en van krag vir 'n tydperk van 10 jaar.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Waar in 'n wet melding gemaak word, omvat dit alle wysigings daarvan en, tensy die teenoorgestelde bedoeling blyk, omvat dit ook die manlike geslag aandui, ook vroue; voorts, tensy bestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, No. 28 van 1956;

"gemiddelde dagloon" die totaal aan loon, vaste weeklikse of ander bonus en aansporingsbesoldiging wat ingevolge kloude 11 van die Raad se Hoof-ooreenkoms, gepubliseer kragtens artikel 48 van die Wet, aan 'n vakman verskuldig is vir die werklike getal dae gewerk gedurende die kalenderjaar of gedeelte daarvan wat hy by die werkgewer in diens was, gedeel deur die aantal van dié werklike getal dae wat die werknemer gewerk het;

"bystand" die betaling deur die Fonds van sodanige eise en/ of gedeelte daarvan wat strook met die reëls soos voorgeskryf in die Fonds se konstitusie en al sodanige betalings, fasiliteite en voorregte, hetsy regstreeks of onregstreeks, wat as gevolg van sy maatskap van die Fonds aan 'n lid verskaf word;

"kind" 'n lidmaat se kind, stiefkind of wettig aangenome kind onder die ouderdom van 21 jaar is, ongetroud en wat nie eedde besoldiging van meer as R30 per maand ontvang nie en wat nie op bystand uit enige ander mediese skema geregtig is;

"Komitee" die Bestuurskomitee wat deur die vakvereniging en werkgewersorganisasie aangestel word om die Fonds ooreenkomstig sy reëls te administreer;

"bydraes", met betrekking tot 'n lid, die bedrae, met uitsluiting van rente, wat deur hom of namens hom aan die Fonds betaal is;

No. R. 1516

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—SICK BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, 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 Diamond Cutting Industry shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 9 May 1987, 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA

SICK BENEFIT FUND AGREEMENT

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

Master Diamond Cutters' Association of South Africa

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

S.A. Diamond Workers' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

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

to prescribe the contributions to be paid to the Sick Benefit Fund 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' organisation and by all journeymen who are members of the trade union and whilst employed in the Industry by members of the employers' organisation.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be determined by the Minister of Labour, in terms of section 48 of the Act and shall remain in operation for a period of 10 years.

3. DEFINITIONS

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;

"average daily rate" means the total of wages, fixed weekly or monthly bonus and incentive pay in terms of clause 11 of the Council's Main Agreement, published in terms of section 48 of the Act, due to a journeyman for actual days worked during the calendar year or part thereof of employment with the employer divided by the total of such actual number of days worked by an employee;

"benefits" mean the payment by the Fund of such claims and/ or part thereof that conform to the rules as prescribed in the Fund's constitution and all such payments, facilities and privileges afforded a member as a result of his membership of the Fund, whether these be direct or indirect;

"child" means a member's child, step-child or legally adopted child who is under the age of 21 years, who is unmarried and who is not in receipt of a regular remuneration of more than R30 per month and who is not entitled to benefits from any other medical scheme;

"Committee" means the Committee of Management appointed by the trade union and the employers' organisation to administer the Fund in terms of its rules;

"contributions" mean in relation to a member, the amounts paid or payable by him or on behalf of him to the Fund, exclusive of interest;

"Raad" die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika, geregistreer ingevolge artikel 19 van die Wet;

"afhanklike"—

- (1) 'n lid se vrou;
- (2) 'n lid se kind;
- (3) 'n lid se kind op universiteit of 'n ander opvoedkundige inrigting wat oor die ouderdom van 21 jaar maar onder die ouderdom van 25 jaar is, wat ongetroud is en nie gereelde besoldiging van meer as R30 per maand ontvang nie en wat op aansoek en behoudens sodanige voorwaardes as wat die Komitee mag voorskryf, deur die Komitee vir tydperke van hoogstens 12 maande op 'n slag as 'n afhanklike erken word;
- (4) behoudens die goedkeuring van die Komitee en sodanige voorwaardes as wat hy mag voorskryf, 'n lid se kind oor die ouderdom van 21 jaar wat ongetroud is en vanweë 'n geestes- of liggaamlike gebrek of enige soortgelyke oorsaak nie gereelde besoldiging van meer as R30 per maand ontvang nie;

"Diamantslypnywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om ongeslypte sierdiamante in geslypte, gepoleerde sierdiamante te omskep en omvat dit ook die herslyp en/of herpoleer van sierdiamante en alle werksaamhede wat gepaard gaan met of voortspruit uit die saag, slyp en poleer van sierdiamante;

"verdiens" of "salaris" 'n werknemer se gereelde maandelikse belasbare inkomste, d.w.s. die totaal van sy loon, aansporingsbonus, vaste bonus en met inbegrip van vakansiebesoldiging, maar uitgesonderd vakansiebonus en alle ander betalings, hetsy belasbaar of nie;

"werknemer" 'n persoon wat 'n vakman of vakleerling en 'n lid van die vakvereniging is;

"werkgewer" enigeen van of al die werkgewers in die Nywerheid wat lede van die werkgewersorganisasie is;

"Fonds" die Siektebystandsfonds vir die Diamantslypnywerheid van Suid-Afrika;

"vakman" 'n werknemer wat diamante saag en/of slyp en/of poleer en—

(a) wat 'n leerlingskap in die Diamantslypnywerheid van Suid-Afrika uitgedien het ooreenkomstig die toepaslike bepalinge van die Wet op Vakleerlinge, 1944; of aan wie vrystelling verleen is ooreenkomstig paragraaf (c) van die omskrywing van "vakleerling" in die Raad se Hoofdooreenkoms wat kragtens artikel 48 van die Wet gepubliseer is;

(b) wat nie 'n werknemer is wat binne die bepalinge van paragraaf (a) hiervan val nie, maar wat voor 27 April 1970 as vakman in die Nywerheid in diens was en spesifiek deur die Raad as vakman erken is;

(c) wat nie 'n werknemer is wat binne die bepalinge van paragrafe (a) en (b) hiervan val nie, maar wat die Raad daarvan oortuig het dat hy voldoende vorige ondervinding of opleiding gehad het in 'n bedryf, soos in die Diamantslypnywerheid aangewys, om 'n bedryfstoets, soos deur die Raad voorgeskryf, af te lê, en in sodanige bedryfstoets geslaag het;

(d) wat beskik oor 'n vaardigheidsertifikaat uitgereik kragtens artikel 6 of 'n bedryfsertifikaat uitgereik kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951;

(e) wat as vakman in diens is in verband met die opleiding en toetsing oor die werk van ander werknemers wat in verband met die saag en/of slyp en/of poleer van diamante werksaam is in soverre dat hulle toegelaat kan word om dié werk ingevolge enige ooreenkoms of toekenning kragtens die Wet in hierdie opsig te verrig;

"lid" 'n persoon wat tot die Fonds bydra ten einde bystand ooreenkomstig die Fonds se reëls of vir homself of vir sy afhanklikes te verkry;

"geregistreerde kantoor" die hoofkantoor van die vakvereniging of sodanige kantoor as wat die vakvereniging verskaf;

"reëls" die konstitusie en reëls van die Fonds en omvat dit die verordeninge, aanhangsels en ander bepalinge met betrekking tot die bystand wat betaalbaar mag word kragtens 'n besluit wat deur die Komitee aanvaar word;

"loon" die besoldiging wat 'n werkgewer van tyd tot tyd ingevolge klousule 4 van die Raad se Hoofdooreenkoms, gepubliseer kragtens artikel 48 van die Wet aan 'n lid moet betaal.

4. BYDRAES TOT DIE FONDS

(1) Behoudens subklousules (3) en (4) hiervan, is 'n lid se bydrae tot die Fonds die bedrag wat in die tabelle in subklousule (6) hiervan, volgens die skaal van sy maandelikse verdienste, uiteengesit is.

(2) 'n Lid moet uit sy verdienste ten opsigte van jaarlikse verlof bydra.

"Council" means the Industrial Council for the Diamond Cutting Industry of South Africa, registered in terms of section 19 of the Act;

"dependant" means—

- (1) the wife of a member;
- (2) the child of a member;
- (3) a member's child attending university or other education institute who is over the age of 21 years, but not over the age of 25 years, who is unmarried and not in receipt of regular remuneration of more than R30 per month and who, on application and subject to such conditions as the Committee may prescribe, is recognised as a dependant by the Committee for periods of not more than 12 months at a time;
- (4) subject to the approval of the Committee and such conditions as it may prescribe, a member's child over the age of 21 years who is unmarried and owing to a mental or physical defect or any similar cause, is not in receipt of a regular remuneration of more than R30 per month;

"Diamond Cutting Industry" or "Industry" means, without 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, cutting and polishing gem diamonds;

"earnings" or "salary" means an employee's regular monthly taxable income, i.e., the total of his wages, incentive bonus, fixed bonus and including holiday pay but shall exclude holiday bonus and all other payments whether taxable or not;

"employee" means a person who is a journeyman or apprentice and who is a member of the trade union;

"employer" means any or all employers in the Industry who are members of the employers' organisation;

"Fund" means the Sick Benefit Fund for the Diamond Cutting Industry of South Africa;

"journeyman" means an employee who saws and/or cuts and/or polishes diamonds and—

(a) who has served an apprenticeship in the Diamond Cutting Industry of South Africa in accordance with the relevant provisions contained in the Apprenticeship Act, 1944 or in respect of whom an exemption had been granted in accordance with paragraph (c) of the definition of "apprentice" in the Council's Main Agreement published in terms of section 48 of the Act;

(b) who being an employee not falling within the terms of paragraph (a) hereof, has, prior to 27 April 1970 been employed in the Industry as a journeyman, been specifically accepted by the Council as a journeyman;

(c) being an employee not falling within the terms of paragraphs (a) and (b) hereof, has satisfied the Council that he had sufficient previous experience or training in a trade designated in the Diamond Cutting Industry, to undergo a trade test as prescribed by the Council and passed such trade test;

(d) a person in possession of a certificate of proficiency issued in terms of section 6 or a trade certificate issued in terms of section 7 of the Training of Artisans Act, 1951;

(e) being a journeyman, is employed in connection with training and supervision of the work of other employees employed in connection with the sawing and/or cutting and polishing of diamonds to the extent that they may be permitted to perform such work in terms of any agreement or award in terms of the Act in this respect;

"member" means any person who contributes to the Fund in order to obtain benefits in terms of the Fund's rules, either himself or for his dependants;

"registered office" means the head office of the trade union or such office as provided by the trade union;

"rules" mean the constitution and rules of the Fund and shall include the bye-laws, annexures and other provisions relating to the benefits which may become payable in terms of a resolution adopted by the Committee;

"wage" means the payment which a member shall be paid by his employer from time to time in terms of clause 4 of the Council's Main Agreement published in terms of section 48 of the Act.

4. CONTRIBUTIONS TO THE FUND

(1) Subject to subclauses (3) and (4) hereof, a member's contribution to the Fund shall be the amount set forth in the table in subclause (6) hereof according to the scale of his monthly earnings.

(2) A member shall contribute on his earnings in respect of annual leave.

(3) Die werkgewer moet die bydraes ooreenkomstig subklousules (1) en (2) hiervan maandeliks van 'n lid se verdienste aftrek, 'n gelyke bedrag daarby voeg en die totale bedrag, voor of op die 10de dag van die maand wat volg op dié waarop die bydraes betrekking het, saam met 'n staat in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word, aan die geregistreerde kantoor van die Fonds stuur.

(4) As die aanspreeklikheid van die werkgewer ooreenkomstig subklousule (3) hiervan eindig, moet die lid dubbel die bydrae in subklousule (6) hiervan uiteengesit, betaal.

(5) Indien 'n lid se verdienste om watter rede ook al tot onder sy loon verlaag word, is sy loon die grondslag vir bydraes ooreenkomstig subklousule (6) hiervan.

(6) *Tabel van bydraes volgens die skale van maandelikse verdienste.*

Tabelle	Skale			
	0-R200 A	R200-R400 B	R400-R600 C	Bo R600 D
	R	R	R	R
L.....	3,50	5,00	5,50	6,50
L1.....	5,00	6,00	7,50	9,00
L2.....	5,50	7,50	8,50	10,00

L—Lid met geen afhanklikes.

L1—Lid met een afhanklike.

L2—Lid met meer as een afhanklike.

5. SPESIALE BEPALINGS

'n Kopie van die konstitusie en reëls van die Fonds en wysigings daarvan, moet aan die Sekretaris van Arbeid en aan die Raad gestuur word.

6. VRYSTELLINGS

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

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling ingevolge subklousule (1) van hierdie klousule verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word: Met dien verstande dat die Raad, as hy dit goedgevind, die vrystelling na een week skriftelike kennisgewing aan die betrokke persoon kan intrek, ongeag of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

7. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en werknemer om dié agente toe te laat om dié navrae in te stel en te doen en dié boeke en/of dokumente te ondersoek en dié persone te ondervra wat vir dié doel nodig is.

8. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in die vorm voorgeskryf in die regulasies ingevolge die Wet, op 'n opvallende plek in sy bedryfsinrigting wat gereedlik vir sy werknemers toeganklik is, op plak en opgeplak hou.

Vir en namens die partye op hede die 10de dag van Mei 1977 te Johannesburg onderteken.

V. A. DAVIDSON, Namens die Master Diamond Cutters' Association of South Africa daartoe gemagtig.

R. RICH, Namens die South African Diamond Workers' Union daartoe gemagtig.

C. J. MARCHAND, Sekretaris van die Raad.

(3) The contributions in terms of subclauses (1) and (2) hereof shall be deducted monthly by the employer from a member's earnings to which the employer shall add a like amount, the total of which shall be forwarded by the employer to the registered office of the Fund not later than the 10th day of the month following that to which the contributions relate, together with a statement in the form prescribed by the Council from time to time.

(4) If the liability of the employer in terms of subclause (3) hereof should cease, the member shall pay double the contribution set forth in subclause (6) hereof.

(5) In the event of a member's earnings being reduced below his wage for whatsoever reason his wage shall be the basis for contributions in terms of subclause (6) hereof.

(6) *Table of contributions according to the scales of monthly earnings—*

Tables	Scales			
	0-R200 A	R200-R400 B	R400-R600 C	Over R600 D
	R	R	R	R
M.....	3,50	5,00	5,50	6,50
M1.....	5,00	6,00	7,50	9,00
M2.....	5,50	7,50	8,50	10,00

M—Member who has no dependants.

M1—Member with one dependant.

M2—Member with more than one dependant.

5. SPECIAL PROVISIONS

A copy of the Constitution and Rules of the Fund and amendments thereto shall be lodged with the Secretary for Labour and the Council.

6. EXEMPTIONS

(1) The Council may grant exemption 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 subclause (1) of this clause, the conditions subject to which such exemptions 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.

7. AGENTS

The Council may appoint one or more specific 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.

8. 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.

Signed at Johannesburg for and on behalf of the parties this 10th day of May 1977.

W. A. DAVIDSON, Authorised on behalf of the Master Diamond Cutters' Association of South Africa.

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

T. J. MARCHAND, Secretary of the Council.

No. R. 1517

5 Augustus 1977

WET OP NYWERHEIDSVERSOENING, 1956

DIAMANTSLY PNYWERHEID VAN SUID-AFRIKA.—VERLENGING VAN GELDIGHEDSDOOR VAN PENSIOENFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperk vasgestel in Goewermentskennisgewing R. 2303 van 23 Desember 1970, met 'n verdere tydperk van 10 jaar wat op 3 Januarie 1991 eindig.

P. BOTHA, Minister van Arbeid.

No. R. 1517

5 August 1977

INDUSTRIAL CONCILIATION ACT, 1956

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.—EXTENSION OF PERIOD OF OPERATION OF PENSION FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the period fixed in Government Notice R. 2303 of 23 December 1970, by a further period of 10 years ending 3 January 1991.

S. P. BOTHA, Minister of Labour.

MILITARIA

Militaria is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

Die Anglo-Boereoorlog en vroeëre Suid-Afrikaanse militêre geskiedenis.

Suid-Afrikaanse deelname aan beide Wêreldoorloë.

Eenheidsgeskiedenis.

Die groei en ontwikkeling van die Suid-Afrikaanse Weermag.

Bronnepublikasies en besprekings van militêr belangrike boeke word in die meeste nommers ingesluit.

Daar het reeds 23 uitgawes van *Militaria* verskyn.

Huidige nommers van *Militaria* kan by Die Staatsdrukker, Privaatsak X85, Pretoria, 0001, teen R1 (buitelands R1,25) per eksemplaar gekoop word. Die meerderheid vorige nommers is nog beskikbaar.

MILITARIA

Militaria is a military-historical journal published quarterly by the Documentation Service of the South African Defence Force.

This illustrated journal contains articles on subjects as:

The Anglo Boer War and early South African military history.

South Africa's participation in the two World Wars.

Unit histories.

The growth and development of the South African Defence Force.

Source publication and book reviews of important military publications are included in most issues.

To date 23 editions of *Militaria* have been published.

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