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DEPARTEMENT VAN MANNEKRAG

No. R. 1133

8 Junie 1984

WET OP ARBEIDSVERHOUDINGE, 1956

JUWELIERSWARE-EN-EDELMETAALNYWERHEID (KAAP).—HOOFOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1986 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 13 (7) (e), 18, 19, 20, 21 en 29, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 April 1986 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE-EN- EDELMETAALNYWERHEID (KAAP)

OOREENKOMS

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

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

DEPARTMENT OF MANPOWER

No. R. 1133

8 June 1984

LABOUR RELATIONS ACT, 1956

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE).—MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1986, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 13 (7) (e), 18, 19, 20, 21 and 29, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 April 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

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

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Cape Jewellery Manufacturers' Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Jewellers' and Goldsmiths' Union

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(b) in die landdrosdistrik Die Kaap, uitgesonderd daardie gedeeltes wat voor 24 Oktober 1958 en 9 Maart 1973 (Goewermentskennisgewings 1559 van 24 Oktober 1958 en 173 van 9 Februarie 1973), binne die landdrosdistrik Wynberg geval het, maar met inbegrip van daardie gedeeltes van die landdrosdistrik Goodwood wat voor 3 Oktober 1975 en 12 Desember 1980 (Goewermentskennisgewings 1882 van 3 Oktober 1975 en 2536 van 12 Desember 1980) binne die landdrosdistrik Die Kaap geval het.

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

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"leger" of "legering" die berekening en bereiding van metale voordat hulle gesmelt word;

"vakleerling"—

(a) enigeen wat in 'n ambag, aangewys ingevolge artikel 16 van die Wet op Mannekragopleiding, 1981, in die Nywerheid in diens is ooreenkomstig 'n kontrak wat ingevolge subartikel (2) van artikel 20 of 23 van genoemde Wet geregistreer is, en ook 'n minderjarige wat ooreenkomstig artikel 19 van die Wet in diens geneem is; of

(b) enigeen wat op die datum waarop die betrokke ambag ooreenkomstig artikel 16 (1) van die Wet op Mannekragopleiding, 1981, aangewys is, nie 'n minderjarige was nie en wat in 'n erkende ambag in die Nywerheid in diens is ooreenkomstig 'n vakleerlingkontrak wat vir 'n tydperk van minstens die erkende opleidingstydperk van krag is en wat voor die datum van publikasie van die voorlopige kennisgewing van aanwysing ingevolge subartikel (4) van genoemde artikel aangegaan is: Met dien verstande dat die kontrak, toe dit aangegaan is—

(a) op skrif gestel is;

(b) deur of namens die werkgewer onderteken is;

(c) deur die vakleerling onderteken is; en

(d) deur die voog van die vakleerling onderteken is as die vakleerling minderjarig was toe die kontrak aangegaan is;

"monter" of "montering", vir die doel van die werk wat 'n werkmansgraad A verrig, die bymekaarbring van samestellende dele ten einde vooraf gevormde juweliersware te soldeer;

"Raad" die Nywerheidsraad vir die Juweliersware-en-edelmetaalnywerheid (Kaap) wat ingevolge artikel 19 (3) van die Wet op Arbeidsverhouding, 1956, geregistreer is;

"emaljer" die aanbring van 'n verglaasde stof met die hand of 'n masjien en/of deur middel van 'n hitteproses op die oppervlakte van 'n metaalvoorwerp;

"graveerwerk", sonder om die betekenis daarvan te beperk, ook die volgende:

(a) Die gravering van blom-, dekoratiewe en/of abstrakte ontwerpe;

(b) die gravering van inskripsies, datum, monogramme, voorletters en/of iets dergelyks;

(c) die gravering van heraldiese ontwerpe;

(d) die gravering van buitelyne vir uitsnydoeleindes;

(e) reliefsnywerk en/of versinkwerk vir die doeleindes van of ter voorbereiding vir emaljer of ander werk; en

(hereinafter referred to as the "employees" or the "trade union"), of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

(b) in the Magisterial District of The Cape, excluding those portions which prior to 24 October 1958 and 9 March 1973 (Government Notices 1559 of 24 October 1958 and 173 of 9 February 1973), fell within the Magisterial District of Wynberg, but including those portions of the Magisterial District of Goodwood which, prior to 3 October 1975 and 12 December 1980 (Government Notices 1882 of 3 October 1975 and 2536 of 12 December 1980), fell within the Magisterial District of The Cape.

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

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

(b) apply to apprentices in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any condition fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1956;

"alloying" means the calculation and preparation of metals prior to smelting;

"apprentice" means—

(a) any person employed under a contract of apprenticeship in any trade in the industry designated in pursuance of section 16 of the Manpower Training Act, 1981, and which said contract has been registered in terms of subsection (2) of section 20 or 23 of the said Act, and includes any minor employed under section 19 thereof; or

(b) any person, not being a minor at the date on which the trade concerned was designated in pursuance of section 16 (1) of the Manpower Training Act, 1981, employed under a contract of apprenticeship in any recognised trade in the industry which contract is for a period of not less than the recognised period of training and which was entered into prior to the date of publication of the preliminary notice of designation under subsection (4) of the said section: Provided that at the time the contract was entered into it was—

(a) reduced to writing;

(b) signed by or on behalf of the employer;

(c) signed by the apprentice; and

(d) if at the time the contract was entered into the apprentice was a minor, signed by the guardian of the apprentice;

"assembling" mean, for the purposes of work performed by an operative Grade A, the bringing together of component parts for purposes of soldering of performed jewellery;

"Council" means the Industrial Council for the Jewellery and Precious Metal Industry (Cape) registered in terms of section 19 (3) of the Labour Relations Act, 1956;

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

"engraving" includes, but without limiting the meaning thereof, the following:

(a) Engraving of floral, decorative and/or abstract designs;

(b) engraving of inscriptions, dates, monograms, initials and/or the like;

(c) engraving of heraldic design;

(d) engraving of outlines for cutting out;

(e) cutting in relief and/or sinking for the purpose of, or in preparation for, enamelling or otherwise; and

(f) matwerk, bosseleerwerk, kerfwerk en/of gedrewe werk;

"bedryfsinrigting" 'n perseel waarin of in verband waarmee een of meer persone in die Juweliersware-en-edelmetaalnywerheid werksaam is;

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

"Nywerheid" die Juweliersware-en-edelmetaalnywerheid;

"Juweliersware-en-edelmetaalnywerheid" die gesamentlike onderneming waarin werkgever en werknemer met mekaar geassosieer is vir een of meer van die volgende doeleindes:

(a) Die vervaardiging van die volgende artikels, hoofsaaklik uit edelmetale, met inbegrip van alle werksaamhede wat met sodanige vervaardiging gepaard gaan:

- (i) Juweliersware en/of persoonlike sierade, met of sonder sierstene;
- (ii) montuur vir sierstene;
- (iii) medaljes, medaljons, wapens, vrymesselaarsjuwele en/of dergelyke artikels;
- (iv) ornamente, siervate, siergerei en/of dergelyke sierartikels;
- (v) dele van enigene van voornoemde artikels;

(b) die montering en/of hermontering van sierstene in enigene van die artikels in paragraaf (a) bedoel;

(c) die gravering van enigene van die artikels in paragraaf (a) bedoel;

(d) die herstel, verandering en/of opknapping van enigene van die artikels in paragraaf (a) bedoel;

(e) die emaljerig van enigene van die artikels in paragraaf (a) bedoel;

(f) die maak en/of herstel van gereedskap en/of stempels wat gebruik word vir of bedoel is vir gebruik in enigene van die werksaamhede in hierdie omskrywing bedoel, wanneer dit onderneem word deur 'n werkgever wat by sodanige werksaamhede betrokke is, en wanneer dit in verband daarmee onderneem word;

(g) die gravering van stempels wat in enigene van die werksaamhede in hierdie omskrywing bedoel, gebruik word of vir gebruik daarin bedoel is;

"vakman" 'n persoon wat—

(a) sy leertyd as 'n vakleerling ingevolge 'n vakleerlingkontrak soos dié in paragraaf (a) van die omskrywing "vakleerling" bedoel, deurge-maak en voltooi het; of

(b) die Raad oortuig het dat hy vyf jaar of langer in die Nywerheid werksaam was en, voorts, dat hy in besit is van 'n erkende bevoegdheids-sertifikaat in al die klasse werk in klousule 6A genoem;

"sierstene" edele en/of halfedele juweelstene en/of ander sierstene, hetsy geslyp en gepoleer of in 'n natuurlike vorm en van 'n natuurlike glans en/of namaakselfs van sodanige stene;

"poleerder" iemand wat 'n artikel of samestellende gedeelte van 'n artikel soos in hierdie Ooreenkoms onder "Juweliersware-en-edelmetaalnywerheid" omskryf, poleer, hetsy met die hand of met 'n masjien, met inbegrip van die gebruik van rubber- of papierwiele en/of buigsame asse;

"edelmetale" die edelmetale goud, silwer, platinum en/of palladium en/of alle legerings wat genoemde edelmetale of enigene daarvan in sodanige verhouding tot ander metale bevat dat dit die grootste gedeelte van die waarde van sodanige legering uitmaak;

"vooraf gevormde juweliersware" enige edelmetaalartikel wat in 'n spesifieke vorm of patroon gegiet of geslaan is;

"besoldiging" betaling in geld of in natura of beide in geld en in natura, gedoen of verskuldig aan enigene, wat enigerwyse voortspruit uit indiensneming, en "besoldig" het 'n ooreenstemmende betekenis;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos voorgeskryf in klousule 5 of dié hoër bedrag wat 'n werkgever gereeld aan 'n werknemer betaal ten opsigte van sy gewone werkure, maar uitgesonderd enige ander betaling.

4. KONTRAKGRONDSLAG

(1) Die lone en diensvoorwaardes wat in hierdie Ooreenkoms voorgeskryf word, is die minimum lone of ander besoldiging en die minimum diensvoorwaardes in die Nywerheid vir werknemers wat werksaam is in die klasse werk wat in klousule 6 gemeld word.

(2) Geen ooreenkoms, hetsy uitdruklik of stilswyend, wat voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan is en wat ingevolge artikel 48 van die Wet bindend verklaar is en geen vrystellingsertifikaat wat uitgereik is, mag die uitwerking hê dat 'n werknemer minder besoldiging betaal word as dié in hierdie Ooreenkoms voorgeskryf, of dat behandeling op hom toegepas of voordele aan hom toegeken word wat minder gunstig is as die behandeling of voordeel wat aldus voorgeskryf word nie, en sodanige ooreenkoms of vrystellingsertifikaat mag ook nie 'n

(f) matting, embossing, carving and/or chasing;

"establishment" means any premises in or in connection with which one or more persons are employed in the Jewellery and Precious Metal Industry;

"experience", in relation to any particular operations, means the total period or periods of employment which an employee has had in the Industry and in the performance of any operations within the same classification as such first-mentioned operations, without making any adjustment in respect of short-time or overtime worked during such period or periods of employment;

"Industry" means the Jewellery and Precious Metal Industry;

"Jewellery and Precious Metal Industry" means the joint enterprise in which employer and employee are associated for any one or more of the following purposes:

(a) The manufacture of the following articles mainly from precious metals, including all operations incidental to such manufacture:

- (i) Articles of jewellery and/or personal adornment, with or without ornamental stones;
- (ii) mountings for ornamental stones;
- (iii) medals, medallions, badges, masonic jewels and/or like articles;
- (iv) ornaments, ornamental vessels, ornamental utensils and/or like ornamental articles;

(v) parts of any of the aforesaid articles;

(b) the setting and/or resetting of ornamental stones in any articles referred to in paragraph (a);

(c) the engraving of any articles referred to in paragraph (a);

(d) the repairing, altering and/or renovating of any such articles referred to in paragraph (a);

(e) the enamelling of any articles referred to in paragraph (a);

(f) the making and/or repairing of tools and/or dies used or intended for use in any of the activities referred to in this definition when undertaken by any employer engaged in such activities and when undertaken in connection therewith;

(g) the engraving of dies used or intended for use in any of the activities referred to in this definition;

"journeyman" means any person—

(a) who has served and completed an apprenticeship in terms of a contract of apprenticeship such as referred to in paragraph (a) of the definition "apprentice"; or

(b) who has satisfied the Council that he has been employed for a period of five years or longer in the Industry and furthermore that he holds a recognised certificate of competency in all the classes of work as set out in clause 6A;

"ornamental stones" means precious and/or semi-precious gem stones and/or any other ornamental stones, whether cut and polished or of natural shape and lustre and/or imitations of any such stones;

"polisher" means any person who polishes any article or component part of any article as defined in this Agreement under "Jewellery and Precious Metal Industry" either manually or mechanically, including the use of rubberised or paper wheels and/or flexible shafts;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of them in such proportion with any other metals as to be the greater part in value of such alloy;

"pre-formed jewellery" means any article of precious metal which is cast or stamped into a specific shape or pattern;

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

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

4. BASIS OF CONTRACT

(1) The wages and conditions of employment prescribed in this Agreement shall be the minimum wages or other remuneration and the minimum conditions of employment in the Industry for employees employed upon the classes of work respectively set forth in clause 6.

(2) No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement that has been declared to be binding under section 48 of the Act or the issue of any licence of exemption, shall operate to permit the payment to an employee of remuneration less than that prescribed by this Agreement, or of the application to any employee of any treatment, or the grant to him of any benefits, less favourable to him than the treatment or benefit so prescribed, nor shall it

afstanddoening deur 'n werknemer, van die toepassing op hom van enige bepaling van hierdie Ooreenkoms bewerkstellig nie. Iemand wat 'n ooreenkoms aangaan wat bedoel is om sodanige betaling, toepassing of toekenning toe te laat, of sodanige afstanddoening te bewerkstellig, is skuldig aan 'n misdryf en so 'n ooreenkoms is ongeldig.

(3) Behoudens klousule 23 is die minimum duur van 'n dienskontrak tussen die werkgever en die werknemer een week, en daarna is een week die minimum grondslag vir die duur van die kontrak: Met dien verstande dat hierdie subklousule nie op vakleerlinge van toepassing is nie.

(4) Behoudens klousules 11 (6) en 13 (7), moet 'n werkgever ten opsigte van elke week diens aan sy werknemer die volle weekloon betaal wat in klousule 6 voorgeskryf word, afgesien daarvan of die werkgever van die werknemer vereis het om die maksimum getal gewone werkure soos in klousule 5 (1) voorgeskryf, of minder werkure te werk.

(5) Niks in hierdie Ooreenkoms vervat, mag die uitwerking hê dat dit die loon of ander besoldiging wat 'n werknemer ten tyde van die inwerking-treding van hierdie Ooreenkoms ontvang, verminder terwyl hy by dieselfde werkgever in diens is nie.

5. GEWONE WERKURE

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

(a) 43 in 'n week, vanaf Maandag tot en met Saterdag;

(b) behoudens paragraaf (a) hiervan, nege uur per dag op Maandag tot Vrydae, en vier uur per dag op Saterdag.

(2) *Etenspouse*.—'n Werkgever mag nie van sy werknemer vereis of hom toelaat om op 'n bepaalde dag langer as vyf agtereenvolgende ure sonder 'n pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag geen werk verrig word nie, en sodanige pouse moet nie geag word deel van die gewone werkure of oortydure te wees nie: Met dien verstande dat—

(i) indien hierdie pouse langer as een uur is, 'n Tydperk van langer as een en 'n half uur geag moet word gewone werkure of oortydwerkure, na gelang van die geval, te wees;

(ii) werktydperke wat onderbreek word deur pouses van minder as een uur, word, moet behalwe waar voorbehoedsbepaling (iii) van toepassing is, geag moet word aaneenlopend te wees;

(iii) 'n werkgever met sy werknemers kan ooreenkom om die duur van sodanige pouse na minstens 'n halfuur te verkort.

(3) *Ruspouses*.—'n Werkgever moet aan elke werknemer, uitgesonderd 'n werknemer wat goedere aflewer, 'n Ruspouse van minstens 10 minute toestaan in die middel van elke werktydperk in die voormiddag en in die namiddag, of so na aan die middel daarvan as wat doenlik is, en sodanige pouse moet geag word deel van die gewone werkure uit te maak. Gedurende sodanige ruspouse moet die werkgever fasiliteite verskaf vir die maak van tee of koffie vir sy werknemers.

(4) *Werkure moet aaneenlopend wees*.—Alle werkure op 'n dag moet, behoudens subklousule (2) van hierdie klousule, aaneenlopend wees.

(5) *Kennisgewing van gewone werkure*.—Die werkgever moet 'n kennisgewing wat onderstaande besonderhede bevat, op 'n opvallende plek in sy bedryfsinrigting waar dit gereedlik deur sy werknemers gesien en gelees kan word, opklak of ophang:

(a) Die getal gewone werkure wat die werknemers in sy bedryfsinrigting elke week moet werk;

(b) die dae van die week waarop sodanige gewone ure gewerk moet word; en

(c) die vroegste begin- en laatste uitskeityd vir die werktydperke gedurende die oggend en die namiddag ten opsigte van elke sodanige werkdag.

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

Die minimum weeklone wat 'n werkgever aan elkeen van ondergenoemde klasse werknemers moet betaal, is soos volg:

A.—VAKMAN SE WERK

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

Klasse werk

Groep I.—Monteer- en/of edelmetaalwerk:

- (i) Edelmetale leger
- (ii) Met die hand monteer, met of sonder die gebruik van handgereedskap
- (iii) Metaal met die hand fatsoeneer deur dit te buig, te vou en/of te manipuleer
- (iv) Vorms vir die giet van edelmetale maak en/of berei, maar uitgesonderd die bereiding van vorms vir die giet van gewone gietblokke van edelmetaal
- (v) Metaal sny as 'n werk wat voortvloei uit die werk wat deur die bepaalde vakman verrig word
- (vi) Boorwerk deur middel van handgereedskap (met inbegrip van 'n boor met 'n buigsame skag) of met 'n elektries aangedrewe handboor
- (vii) Metaal met 'n handvyl
- (viii) Metaal met 'n handhamer of ander handgereedskap uitklop
- (ix) Draaibankwerk
- (x) Metaal berei vir trekpyl of charnier (maar uitgesonderd die trek van metaal deur trekplate)
- (xi) Ponswerk met 'n handpons of ander handgereedskap of -instrument
- (xii) 'n Vervaardigde artikel of 'n gedeelte van sodanige herstel en/of verander

Weekloon
R

125,00

effect any waiver by any employee of the application to him of any provision of this Agreement. Any person who enters into any agreement purporting to permit of any such payment, application or grant or to effect any such waiver shall be guilty of an offence, and any such agreement shall be void.

(3) Subject to the provisions of clause 23, the minimum duration of any contract of employment between employer and employee shall be one week and thereafter the minimum basis of duration of the contract shall be weekly: Provided that this subclause shall not apply to apprentices.

(4) Subject to clauses 11 (6) and 13 (7), an employer shall pay his employee the full weekly wage prescribed in clause 6, in respect of each week of employment, whether the employer has required the employee to work the maximum number of ordinary hours of work prescribed in clause 5 (1) or less.

(5) Nothing in this Agreement shall operate to reduce the wages or other remuneration which any employee is receiving at the time of coming into operation of this Agreement whilst engaged by the same employer.

5. ORDINARY HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed—

(a) 43 in any week from Monday to Saturday, inclusive;

(b) subject to paragraph (a) hereof, nine hours per day on Mondays to Fridays, and four hours per day on Saturdays.

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

(i) if this interval be longer than one hour, any period in excess of an hour and one-half shall be deemed to be ordinary hours worked or overtime, as the case may be;

(ii) periods of work interrupted by intervals of less than one hour, except where proviso (iii) applies, shall be deemed to be continuous;

(iii) an employer may agree with his employees to reduce the period of such interval to not less than half an hour.

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

(4) *Hours of work to be continuous*.—Subject to the provisions of subclause (2) of this clause, all hours of work in any day shall be continuous.

(5) *Notice of ordinary hours of work*.—The employer shall affix or append in a conspicuous part of his establishment where it may be readily seen and read by his employees a notice containing the following particulars:

(a) The number of ordinary hours of work per week to be worked by the employees in his establishment;

(b) the days of the week in which such ordinary hours are to be worked; and

(c) the earliest commencing and the latest finishing times for the morning and afternoon working periods in respect of each such working day.

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

The minimum weekly wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

A.—JOURNEYMAN'S WORK

Any one or more of the following operations, irrespective of the group or groups in which they appear:

*Klasse werk*Weekloon
R

- (xiii) Metaal met 'n figuursaag saag.....
- (xiv) Metaal met die hand en met of sonder die gebruik van handgereedskap en met of sonder die gebruik van 'n blaaspyp soldeer (afgesien daarvan of sodanige blaaspyp met die mond of met lugdruk in werking gebring word).....
- (xv) Metaal deur middel van 'n masjiensproes soldeer en/of 'n soldeermasjiens bedien en/of 'n soldeeroond bedien.....
- (xvi) Spinwerk.....
- (xvii) Gietvorms oopsny in verband met waslaagietwerk.....
- Opmerking.*—Die uitdrukking “legeer” en “edelmetale” word in klousule 3 omskryf.
- Groep II.—Die montering van sierstene:
- (i) Sierstene met die hand, en ook met behulp van handgereedskap, monteer.....
- (ii) Sierstene deur middel van handstempels en/of -ponse monteer.....
- (iii) Kerf- en opsniewerk.....
- Opmerking.*—Die uitdrukking “sierstene” word in klousule 3 omskryf.
- Groep III.—Graveerwerk:
- (i) Met die hand graveer, met inbegrip van die gebruik van handgereedskap.....
- (ii) Met 'n masjiens graveer.....
- Opmerking.*—Die uitdrukking “graveerwerk” word in klousule 3 omskryf.
- Groep IV.—Emaljerings:
- Handgeskilderde emaljewerk.....
- Opmerking.*—Die uitdrukking “emaljerings” word in klousule 3 omskryf.

125,00

*Classes of work*Weekly wage
R

Group I.—Mounting and/or precious metal working:

- (i) Alloying precious metals.....
- (ii) Assembling by hand, with or without the use of hand tools.....
- (iii) Bending, plying and/or manipulating metal to shape by hand.....
- (iv) Making and/or preparing for use moulds for casting precious metals, but not including preparing for use moulds for casting plain ingots of precious metals.....
- (v) Cutting metal incidental to the work being performed by the particular journeyman.....
- (vi) Drilling by means of any hand tool (including flexible shaft drill) or by means of electrically operated hand drill.....
- (vii) Filing metal with hand file.....
- (viii) Hammering metal with hand-operated hammer or any other hand tool.....
- (ix) Lathe turning.....
- (x) Preparing metal for drawing tube or charnier (but not including the drawing thereof through draw plates).....
- (xi) Punching with hand punch or with any other hand tool or instrument.....
- (xii) Repairing and/or altering any manufactured article or part of any such article.....
- (xiii) Sawing metal with fretsaw.....
- (xiv) Soldering metal by hand with or without the use of hand tools and with or without the use of blowpipe (whether such blowpipe is operated by mouth or by air under pressure).....
- (xv) Soldering metal by any machine process and/or operating any soldering machine and/or operating a soldering oven.....
- (xvi) Spinning.....
- (xvii) The cutting open of moulds in respect of Lost-wax casting.....

125,00

Note.—The terms “alloying” and “precious metals” are defined in clause 3.

Group II.—Setting ornamental stones:

- (i) Setting ornamental stones by hand, including the use of hand tools.....
- (ii) Setting ornamental stones by means of hand-operated dies and/or punches.....
- (iii) Carving and cutting up.....

Note.—The term “ornamental stones” is defined in clause 3.

Group III.—Engraving:

- (i) Engraving by hand, including the use of any hand tool.....
- (ii) Engraving by operating any machine.....

Note.—The term “engraving” is defined in clause 3.

Group IV.—Enamelling:

Hand-painted enamelling.....

Note.—The term “enamelling” is defined in clause 3.

B.—AMBAGSMAN SE WERK

Werk in enigeen of meer van die volgende ambagte, wanneer dit verrig word deur 'n persoon wat in die diens is van 'n werkgewer in die Juweliersware-en-edelmetale-nywerheid en wanneer dit deur die werkgewer onderneem word in verband met sy eie werksaamhede in sodanige Nywerheid:

B.—ARTISAN'S WORK

Work in any one or more of the following trades when performed by a person in the employ of an employer engaged in the Jewellery and Precious Metal Industry and when undertaken by the employer in connection with his own activities therein:

*Klasse werk*Weekloon
R

- (i) Spinwerk in verband met onedelmetale.....
- (ii) Sierwerk met onedelmetale.....
- (iii) Kopersmidswerk.....
- (iv) Die maak van stempels en/of setmate en/of gereedskap en/of mate.....
- (v) Elektrotegniese onderhoudswerk en/of installing.....
- (vi) Monteer-en/of draaiwerk en/of masjienswerk en/of presiesieslypwerk.....
- (vii) Die maak en/of herstel van instrumente.....
- (viii) Die opstel van masjiengereedskap.....
- (ix) Timmermanswerk.....
- (x) Masjiendraaiwerk.....
- (xi) Graveer- en/of stempelsnywerk.....

125,00

Classes of work	Weekly wage R
(i) Base metal spinning	125,00
(ii) Ornamental base metal working	
(iii) Coppersmithing	
(iv) Die and/or jig and/or tool and/or gauge making	
(v) Electrical maintenance work and/or installation	
(vi) Fitting and/or turning and/or machining and/or precision grinding	
(vii) Instrument making and/or repairing	
(viii) Machine tools setting up	
(ix) Carpentering	
(x) Engine turning	
(xi) Die engraving and/or sinking	

C.—WERKMAN (GRAAD A) SE WERK

Enigteen van die volgende werksaamhede:

Die vyl, saag, boor, monteer en soldeer van vooraf gevormde juweliersware en van markesiet-artikels in silwer en moet die gebruik van 'n hamer insluit:

	Weekloon R
Gedurende die eerste jaar ondervinding	40,00
Gedurende die tweede jaar ondervinding	50,00
Gedurende die derde jaar ondervinding	60,00
Daarna	80,00

Opmerking.—Die uitdrukking, “monteer” en “vooraf gevormde juweliersware” word in klousule 3 omskryf.

D.—WERKMAN (GRAAD B) SE WERK

Alle werksaamhede in verband met die waslaaggietproses, uitgesonderd dié genoem onder klousule 6A (Vakman se Werk), Groep I (xvii), word in een kategorie saamgevat as gips- en waslaagwerksaamhede en bestaan uit die volgende:

Klasse werk

- (i) Gesmelte was met die hand en/of 'n masjien in vorms inspuit;
- (ii) hoeveelheids gips afmeet en meng en dit met behulp van 'n masjien verwyder;
- (iii) gipsmengsel in 'n vloeibare vorm met die hand en/of 'n masjien giet in kanne en/of houers waarin kers, gietvertakings of gietkanale aangebring en/of geplaas is;
- (iv) wasmodelkerns, gietvertakings of gietkanale maak of bou en dit in kanne en/of houers in posisie plaas;
- (v) wasmodelle uit vorms uitwerp en/of uittig en/of uithaal;
- (vi) “baarde”, “vinne” en/of onreëlmatighede aan wasmodelle afwerk en/of verwyder;
- (vii) bereiding, vulkanisering en droging van gietvorms:

	Weekloon R
Gedurende die eerste jaar ondervinding	40,00
Gedurende die tweede jaar ondervinding	45,00
Gedurende die derde jaar ondervinding	55,00
Daarna	70,00

E.—WERKMAN (GRAAD C) SE WERK

Enigteen of meer van die volgende werksaamhede:

Klasse werk

- (i) Verguld-, plaat- en skuurwerk met rubberwiele of papier, hetsy met die hand of met 'n masjien (met inbegrip van 'n buigsame as) en/of sandbestraling;
- (ii) perssnywerk, persponswerk en/of persbosseleerwerk;
- (iii) die skoonmaak en/of was van juweliersware;
- (iv) die uitgloeiing en trek van soliede draad; en/of trekpype of charniers (in teenstelling met die bereiding van metaal vir trekpype of charniers, wat binne die bestek van 'n vakman se werk val);
- (v) rollers voer en/of mate gebruik;
- (vi) onedelmetale en afval van die edelmetale opsny en dit smelt, giet en in gewone gietblokke gooi;
- (vii) die vassit en/of vul van artikels in sement, was, skellak en/of ander sementeerstof vir graveerwerk, monteer- of masjiendraaiwerk;
- (viii) die afstempeling van gehalte-, identifikasie-, registrasienaam-, patent-, datum- en/of karaatmerke;
- (ix) die vergruisning en maal van emalje tot 'n fyn poeier en die was van gepoeierde emalje vir die werksaamhede van graad I;

C.—OPERATIVE WORK (GRADE A)

Any of the following operations:

Filing, sawing, drilling, assembling and soldering of pre-formed jewellery and of marcasite articles in silver and shall include the use of a hammer:

	Weekly wage R
During first year of experience	40,00
During second year of experience	50,00
During third year of experience	60,00
Thereafter	80,00

Note.—The terms “assembling” and “pre-formed jewellery” are defined in clause 3.

D.—OPERATIVE WORK (GRADE B)

All operations in connection with the “Lost-wax” process of casting, other than those enumerated under clause 6A (Journeyman’s work), Group I (xvii), are amalgamated into one category as plaster and Lost-wax operations and shall be:

Classes of work

- (i) Injection of molten wax into moulds by hand and/or mechanical means;
- (ii) measuring quantity and mixing of plaster, including the evacuation of same by mechanical means;
- (iii) pouring by hand and/or mechanical means liquid plaster mixture into cans and/or containers into which cores, trees or sprues have been fitted and/or placed;
- (iv) the making or building of wax pattern cores, trees or sprues and the positioning of same in cans and/or containers;
- (v) ejection and/or lifting, and/or taking out of wax patterns from moulds;
- (vi) trimming and/or removing “feather”, “flash” and/or irregularities on wax patterns;
- (vii) preparation, vulcanising and curing of moulds:

	Weekly wage R
During first year of experience	40,00
During second year of experience	45,00
During third year of experience	55,00
Thereafter	70,00

E.—OPERATIVE WORK (GRADE C)

Any one or more of the following operations:

Classes of work

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

(x) versierde stene, pèrels of ander sierwerk vaslym in of op juweliersware, sonder die gebruik van handgereedskap, in die finale produksiestadiums:

	Weekloon
	R
Gedurende die eerste jaar ondervinding	40,00
Gedurende die tweede jaar ondervinding	45,00
Gedurende die derde jaar ondervinding	55,00
Daarna	70,00

F.—HERHALINGSWERK

(i) Panne gemonteerde artikels wat voorberei is om gesoldeer te word op die bewegende band plaas wat die soldeeroond voer en daarvan verwyder;

(ii) samestellende dele van vooraf gevormde juweliersware in setmate plaas en hegswies en soldeersel of soldeer pasta daarop sit voordat die artikels op die bewegende band van 'n soldeeroond geplaas word;

(iii) die prosesse met betrekking tot die produksie van oorringe, d.w.s. met 'n masjien boor, klink, saag en vinne verwyder.

	Weekloon
	R
Gedurende eerste jaar ondervinding	40,00
Gedurende tweede jaar ondervinding	50,00
Gedurende derde jaar ondervinding	60,00
Daarna	70,00

G.—POLEER

'n Poleerder beteken iemand wat 'n artikel of samestellende gedeelte van 'n artikel soos in hierdie Ooreenkoms onder "Juweliersware-en-edelmetaalwyerheid" omskryf, poleer, hetsy met die hand of met 'n masjien, met inbegrip van die gebruik van rubber- of papierwiele en/of buigsame asse:

	Weekloon
	R
Gedurende eerste jaar ondervinding	40,00
Gedurende tweede jaar ondervinding	50,00
Gedurende derde jaar ondervinding	60,00
Daarna	80,00

H.—ARBEIDER SE WERK

Enigeen of meer van die volgende werksaamhede:

Klasse werk	Weekloon
	R
(i) Persele, gerei, houers, installasie, masjinerie en/of gereedskap skoonmaak en/of was;	50,00
(ii) installasie en masjinerie olie en/of smeer;	
(iii) goedere dra, verwyder, toedraai, verpak en/of opstapel;	
(iv) deure, vensters, kiste, pakke, bale en/of sakke oop- en/of toemaak;	
(v) tee maak en/of ander drankte berei;	
(vi) briewe en/of goedere aflewer en/of afhaal en/of boodskappe doen, hetsy te voet, met 'n fiets, driewiel en/of handvoertuig;	
(vii) 'n handroller draai, 'n handpers swaai, die slinger van 'n handmasjien draai en/of 'n blaser of blaasbalk bedien;	
(viii) oorklere en/of ander beskermende klere was en/of stryk.	

I.—VAKLEERLINGE

Die lone soos van tyd tot tyd voorgeskryf in die vakleerlingvoorwaardes wat ooreenkomstig die Wet op Mannekragopleiding, 1981, vasgestel is.

7. DIFFERENSIËLE LOON

(1) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam 'n halfuur op 'n bepaalde dag, of benewens sy eie werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor—

(a) of 'n hoër loon as dié van sy eie klas; of

(b) 'n stygende loonskaal wat uitloop op 'n loon wat hoër as dié van sy eie klas is, in klousule 6 voorgeskryf word, moet sodanige werknemer soos volg betaal:

(i) In die geval in paragraaf (a) bedoel, minstens die hoër loon vir die hele dag aldus gewerk;

(ii) in die geval in paragraaf (b) bedoel, minstens die hoogste loon vir die hoër klas werk vir die hele dag aldus gewerk.

Met dien verstande dat hierdie subklousule nie op 'n vakleerling van toepassing is nie.

(x) glueing of ornamented stones, pearls or other embellishments into or onto articles of jewellery without the use of hand tools, in the final stages of production.

	Weekly wage
	R
During first year of experience	40,00
During second year of experience	45,00
During third year of experience	55,00
Thereafter	70,00

F.—REPETITIVE WORK

(i) Placing on and removing from the moving belt feed to the soldering oven trays of assembled articles prepared for soldering;

(ii) placing into jigs and tack welding component parts of pre-formed jewellery and placing thereon solder or soldering paste preparatory to placing the articles onto the moving-belt of a soldering oven;

(iii) processes relating to the production of sleeper earrings viz. drilling, riveting, sawing and removing flash by mechanical means:

	Weekly wage
	R
During first year of experience	40,00
During second year of experience	50,00
During third year of experience	60,00
Thereafter	70,00

G.—POLISHING

A polisher means any person who polishes any article or component part of any article as defined in this Agreement under "Jewellery and Precious Metal Industry" either manually or mechanically, including the use of rubberised or paper wheels and/or flexible shafts.

	Weekly wage
	R
During first year of experience	40,00
During second year of experience	50,00
During third year of experience	60,00
Thereafter	80,00

H.—LABOURER'S WORK

Any one or more of the following operations:

Classes of work	Weekly wage
	R
(i) Cleaning and/or washing premises, utensils, containers, plant, machinery and/or tools;	50,00
(ii) oiling and/or greasing plant and machinery;	
(iii) carrying, moving, wrapping, packing and/or stacking goods;	
(iv) opening and/or closing doors, windows, boxes, packages, bales, sacks and/or bags;	
(v) making tea and/or preparing other beverages;	
(vi) delivering and/or collecting letters and/or goods and/or executing messages on foot or by means of a bicycle, tricycle and/or hand-propelled vehicle;	
(vii) turning a hand-roller, swinging a hand press, operating the handle of any hand-operated machine, and/or operating a blower or bellows;	
(viii) washing and/or ironing overalls and/or other protective clothing.	

I.—APPRENTICES

Wages as prescribed from time to time in the conditions of apprenticeships fixed under the Manpower Training Act, 1981.

7. DIFFERENTIAL WAGE

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

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class, is prescribed in clause 6 shall pay such employee—

(i) in the case referred to in paragraph (a), not less than the higher wage for the whole of that day;

(ii) in the case referred to in paragraph (b), not less than the highest wage for the higher class for the whole of that day;

Provided that this subclause shall not apply to an apprentice.

(2) 'n Werkgewer mag niemand in diens neem vir 'n vakman se werk soos in hierdie Ooreenkoms omskryf nie, behalwe 'n vakman of 'n ingeboekte vakleerling. Met dien verstande dat 'n werkgewer van persone wat werksaam is in die Nywerheid soos deur klousule 1 van genoemde Ooreenkoms beoog en wat ingeskryf is as *bona fide*-studente aan of wat in besit is van 'n graad of diploma in die ontwerp van juweliersware (of 'n gelykwaardige studiekursus) van 'n Suid-Afrikaanse universiteit of technicon wat by wet as sodanige erken word, kan vereis om sodanige vakman se werk te verrig as wat nodig is om 'n item wat deur hom of haar ontwerp is, te lewer en te voltooi.

(3) Die Nywerheidsraad vir die Juweliersware-en-edelmetaalnywerheid kan vrystelling van hierdie klousule verleen by voorlegging van 'n grondige rede.

8. OORTYDWERK

(1) "Oortydwerk" beteken daardie gedeelte van 'n tydperk waarin 'n werknemer vir sy werkgewer gedurende 'n bepaalde week langer werk as die ure wat in klousule 5 (1) voorgeskryf word as die gewone maksimum werkure.

(2) 'n Werkgewer mag nie van 'n werknemer vereis om sonder sodanige werknemer se toestemming oortyd te werk nie.

(3) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om gedurende 'n bepaalde week van Maandag tot en Saterdag langer as 10 uur oortyd te werk nie.

(4) 'n Werkgewer moet 'n werknemer ten opsigte van alle oortyd deur sodanige werknemer gewerk, besoldig teen minstens een en 'n half maal sy gewone loon.

9. OPENBARE VAKANSIEDAE

(1) Daar moet in die Nywerheid aan alle openbare vakansiedae gehou word.

Alle werknemers moet ten opsigte van elkeen van genoemde openbare vakansiedae afwesigheidsverlof toegestaan word en moet ingevolge subklousule (2) besoldig word.

(2) As 'n werknemer nie op 'n openbare vakansiedag soos in subklousule (1) bedoel, werk nie, moet sy werkgewer hom ten opsigte van sodanige dag sy gewone besoldiging betaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het. Met dien verstande dat 'n werknemer wat van sy werk wegbly op die werkdag onmiddellik voor of na 'n statutêre openbare vakansiedag sonder om 'n mediese sertifikaat ingevolge klousule 14 voor te lê of sonder sy werkgewer se toestemming vooraf, nie vir sodanige vakansiedag betaal moet word nie.

(3) Wanneer 'n werknemer op 'n openbare vakansiedag soos in subklousule (1) bedoel, werk, moet sy werkgewer hom ten opsigte van die totale tydperk op sodanige dag gewerk, minstens sy gewone loon betaal, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

10. VERGOEDING VIR WERK OP 'N SONDAG

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

(a) hom minstens dubbel die loon betaal wat ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, aan hom betaalbaar is of hom betaal teen minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, naamlik die grootste bedrag; of

(b) hom een en een derde maal sy weekloon, gedeel deur 43, betaal vir elke uur of gedeelte van 'n uur wat hy op sodanige dag gewerk het en hom binne 14 dae vanaf sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan minstens sy dagloon betaal.

11. KORTTYD

(1) Omskrywing van "korttyd".—Die uitdrukking "korttyd" soos in hierdie klousule en in klousule 13 (7) (c) gebruik, beteken die gewone ure wat 'n werknemer in 'n bedryfsinrigting werk wanneer sy gewone werkure in daardie bedryfsinrigting verminder is tot 'n getal minder as sodanige gewone getal.

(2) Wanneer 'n werkgewer vanweë 'n slappe in die bedryf of 'n tekort aan grondstowwe nie daartoe in staat is om sy werknemers vir die volle getal gewone werkure per week wat gewoonlik in sy bedryfsinrigting gewerk word, te laat werk nie, kan die werkgewer, behoudens hierdie klousule, sy werknemers korttyd laat werk gedurende die tydperk van sodanige bedryfslappe of tekort aan grondstowwe maar nie vir 'n langer tydperk nie.

(3) 'n Werkgewer moet sy werknemers minstens twee volle werkdade vooraf skriftelik in kennis stel van sy voorneme om hulle korttyd te laat werk om die redes in subklousule (2) genoem.

(4) Die werkgewer moet aldus kennis gee deur sodanige kennisgewing in 'n opvallende plek van sy bedryfsinrigting waar dit gereedelik deur sy werknemers gesien en gelees kan word, op te plak of op te hang of deur dit, of 'n kopie daarvan, aan elke werknemer te oorhandig.

(2) No employer shall employ in journeyman's work, as defined in this Agreement, any person other than a journeyman or an indentured apprentice: Provided that persons employed in the Industry as contemplated by clause 1 of the said Agreement and enrolled as bona fide students in or holding a degree or diploma in jewellery design (or an equivalent course of study) from any South African University or Technicon recognised by law as such, may be required by the employer to do such journeyman's work as may be necessary to produce and complete any item designed by him or her.

(3) The Industrial Council for the said Industry may on good cause shown grant exemption from the provision of this clause.

8. OVERTIME

(1) "Overtime" means that portion of any period during which an employee works for his employer during any one week which is in excess of the hours prescribed as the ordinary maximum in accordance with clause 5 (1).

(2) An employer shall not require an employee to work overtime without such employee's consent.

(3) An employer shall not require or permit an employee to work more than 10 hours overtime during any week from Monday to Saturday inclusive.

(4) An employer shall pay an employee remuneration at a rate of not less than one and a half times his ordinary wage in respect of all overtime worked by such employee.

9. PUBLIC HOLIDAYS

(1) All statutory public holidays shall be observed in the Industry.

In respect of each of the said public holidays all employees shall be granted leave of absence from work and shall be remunerated in terms of subclause (2).

(2) If an employee does not work on any public holiday referred to in subclause (1), his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week: Provided that an employee who absents himself from work on the working day immediately preceding or following any statutory public holiday without producing a medical certificate in terms of clause 14 or without his employer's prior permission, shall not be paid for such holiday.

(3) Whenever an employee works on any public holiday referred to in subclause (1), his employer shall pay him remuneration at a rate not less than his ordinary wage in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

10. COMPENSATION FOR WORK ON A SUNDAY

Whenever an employee works on a Sunday, his employer shall—

(a) pay him not less than double the wage payable to him in respect of the period ordinarily worked by him on a week-day, or at a rate not less than double his ordinary rate of wages in respect of the total period worked on such Sunday, whichever is the greater; or

(b) pay him one and one third times his weekly wage, divided by 43, for each hour or part of an hour worked by him on such day and grant him one day's leave within 14 days of such Sunday and pay him in respect thereof not less than his daily wage.

11. SHORT-TIME

(1) Definition of "short-time".—The term "short-time" used in this clause and in clause 13 (7) (c) means the ordinary hours worked by an employee in an establishment when his usual number of ordinary hours of work in that establishment have been reduced to less than such usual number.

(2) When, by reason of slackness of trade, or shortage of raw materials, an employer is unable to employ his employees for the number of ordinary hours of work per week usually worked in his establishment, the employer may, subject to the provisions of this clause, employ his employees on short-time during, but not exceeding, the period of such slackness of trade or shortage of raw materials.

(3) An employer shall give his employees notice, in writing, of not less than two clear working days of his intention to employ them on short-time upon the reasons as shown in subclause (2).

(4) The employer shall give such notice by affixing or appending it in a conspicuous part of his establishment where it may readily be seen and read by his employees or by delivering it or a copy thereof to each employee.

(5) Wanneer 'n werkgewer weens 'n algemene onklaarraking van installasie en masjinerie as gevolg van 'n ongeluk, onderbreking in die elektrisiteits- en gasvoevoer of ander onvoorsiene omstandigheid nie sy werknemers kan laat werk vir die getal gewone ure per week wat gewoonlik in sy bedryfsinrigting gewerk word nie, kan die werkgewer na die dag waarop sodanige onklaarraking van installasie en masjinerie voorgekom het, sy werknemers korttyd laat werk tot tyd en wyl genoemde installasie en masjinerie herstel en in werkende orde is.

(6) Wanneer daar korttyd in 'n bedryfsinrigting gewerk is, kan die werkgewer van die gewone besoldiging van die werknemer 'n bedrag ten opsigte van 'n loontydsperk aftrek wat gelyk is aan die besoldiging wat aan sodanige werknemer betaalbaar is ten opsigte van die getal ure waarmee sy getal gewone werkure gedurende sodanige loontydsperk verminder is.

(7) Wanneer daar korttyd in 'n bedryfsinrigting ingevoer is, moet die werkgewer die werk gelykop tussen die werknemers in elke klas verdeel.

(8) Hierdie klousule is nie op vakleerlinge van toepassing nie behalwe vir sover die Wet op Mannekragopleiding, 1981, magtiging daartoe verleen dat vakleerlinge korttyd werk of behalwe vir sover 'n owerheid wat behoorlik kragtens genoemde Wet gekonstitueer of aangestel is en in hierdie opsig daartoe gemagtig is, so 'n besluit neem of magtiging daartoe verleen.

12. JAARLIKSE VERLOF

(1) Werkgewers in die Nywerheid moet 'n jaarlikse verloftydsperk van 21 opeenvolgende kalenderdae nakom, wat nie vroeër as 15 Desember in elke jaar begin nie en voor of op 15 Januarie eindig.

(2) Elke werkgewer moet aan elkeen van sy werknemers afwesigheidsverlof gedurende genoemde verloftydsperk toestaan.

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

(4) 'n Werknemer moet, behoudens subklousule (5), ten opsigte van genoemde verloftydsperk aan elkeen van sy werknemers onmiddellik voor die begin van genoemde tydperk die bedrag betaal wat ingevolge klousule 9 (2) en (3) vir openbare vakansiedae wat binne genoemde tydperk val, betaalbaar is, plus 'n bedrag gelyk aan die loon wat hy op die oorblywende dae sou verdien het as hy op sodanige dae sy gewone werkure gewerk het.

(5) As 'n werknemer by die aanvang van genoemde verloftydsperk nie 'n jaar diens by dieselfde werkgewer voltooi het nie, moet sy werkgewer hom een vyfde van sy gewone weekloon, bereken op die grondslag van die loon wat onmiddellik voor die aanvang van genoemde tydperk aan hom betaalbaar was, betaal ten opsigte van elke maand diens by dieselfde werkgewer (plus 'n pro rata-bedrag ten opsigte van 'n addisionele gedeelte van 'n maand diens), plus die bedrag betaalbaar ingevolge klousule 9 (2) en (3) vir die openbare vakansiedae wat binne genoemde tydperk val; maar hierdie bepaling is nie op vakleerlinge van toepassing nie.

(6) As die diens van 'n werknemer beëindig word voor die aanvang van genoemde verloftydsperk, moet sy werkgewer by sodanige beëindiging genoemde werknemer een vyfde van sy gewone weekloon, bereken op die grondslag van die loon wat onmiddellik voor sodanige beëindiging aan hom betaalbaar was, betaal ten opsigte van elke voltooië maand diens by dieselfde werkgewer vanaf die aanvangsdatum van die vorige jaarlikse verloftydsperk of die datum van sy diensaanvaarding by dieselfde werkgewer, naamlik die jongste datum, plus 'n pro rata-bedrag ten opsigte van 'n addisionele gedeelte van 'n maand diens, uitgesonderd 'n tydperk van minder as een week. Vir die toepassing van subklousules (5) en (6) van hierdie klousule beteken "nege uur se loon" die weekloon gedeel deur vyf.

(7) 'n Werkgewer moet aan elkeen van sy werknemers wat 'n ononderbroke tydperk van 10 jaar of langer by die firma werksaam is, addisionele afwesigheidsverlof van sewe agtereenvolgende dae met volle besoldiging toestaan.

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

- (a) met verlof afwesig is ingevolge subklousule (1);
- (b) militêre diens ingevolge die Verdedigingswet, 1957, verrig;
- (c) van sy werk afwesig is op las of op versoek van sy werkgewer;
- (d) met siekteverlof afwesig is ingevolge klousule 14;

en wat altesaam in 'n jaar hoogstens 13 weke ten opsigte van items (a), (c) en (d) beloop, plus tot vier maande van 'n tydperk van militêre diens wat gedurende daardie jaar ingevolge die Verdedigingswet, 1957, verrig is.

13. BETALING VAN BESOLDIGING

(1) 'n Werkgewer moet sy werknemers die gewone besoldiging wat aan hulle verskuldig is ten opsigte van hul loontydsperke op die volgende tye betaal:

- (a) In die geval van weekliks besoldigde werknemers, voor of op die laaste werkdag van die week;
- (b) in die geval van maandeliks besoldigde werknemers, voor of op die laaste werkdag van die kalendermaand.

(5) When, by reason of a general breakdown of plant and machinery caused by accident, electric power and gas supply failures or other unforeseen circumstances, an employer is unable to employ his employees for the number of ordinary hours per week usually worked in his establishment, the employer may, after that day upon which such breakdown of plant and machinery occurred, employ his employees on short-time, until such time as the said plant and machinery are restored to working order.

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

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

(8) This clause shall not apply to apprentices except in so far as the working of short-time by apprentices may be sanctioned by the Manpower Training Act, 1981, or by any decision of any authority properly constituted or appointed thereunder and authorised in that behalf.

12. ANNUAL LEAVE

(1) Employers in the Industry shall observe an annual leave period of 21 consecutive calendar days commencing not earlier than 15 December in each year and terminating not later than 15 January.

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

(3) Neither employers nor employees shall perform any work in the Industry during the said leave period, and an employer shall not require, permit or suffer any employee to perform any work in the Industry during the said period.

(4) In respect of the said leave period an employer shall, subject to subclause (5), pay each of his employees, immediately prior to the commencement of the said period, the amount payable in terms of clause 9 (2) and (3) for public holidays falling within the said period, plus an amount equal to the wage which he would have earned on the remaining days if on such days he had worked his ordinary working hours.

(5) If an employee has not completed one year's service with the same employer as at the commencement of the said leave period, his employer shall pay him one fifth of his normal weekly wage, calculated on the basis of the wage payable to him immediately prior to the commencement of the said period, in respect of each month of employment with the same employer (plus a pro rata amount in respect of any additional portion of a month of service), plus the amount payable in terms of clause 9 (2) and (3) for the public holidays falling within the said period; but this provision shall not apply to apprentices.

(6) If the services of an employee are terminated before the commencement of the said leave period, his employer shall, on such termination pay the said employee one fifth of his normal weekly wage, calculated on the basis of the wage payable to him immediately prior to such termination, in respect of each completed month of service with the same employer (plus a pro rata amount in respect of any additional portion of a month of service, excluding any period of less than one week), as from the date of commencement of the preceding annual leave period or from the date of his engagement with the same employer, whichever is the later. For the purposes of subclause (5) and (6) of this clause, "nine hours' pay" shall mean the weekly wage divided by 5.

(7) Every employer shall grant to each and every one of his employees who has been in the employ with the firm for an unbroken period of 10 years or more, an additional 7 consecutive days' absence from work on full pay.

(8) *Definition of "employment".*—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 subclause (1);
- (b) rendering military service in pursuance of the Defence Act, 1957;
- (c) absent from work on the instruction of or at the request of his employer;
- (d) absent on sick leave in terms of clause 14;

amounting in the aggregate in any year to not more than 13 weeks in respect of items (a), (c) and (d), plus up to four months of any period of military training undergone in that year in pursuance of the Defence Act, 1957.

13. PAYMENT OF REMUNERATION

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

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

(2) Die werkgewer moet terselfdertyd aan elke werknemer dié ander besoldiging betaal wat die werknemer gedurende sodanige loontydsperk ooreenkomstig klousules 8, 9 en/of 10, na gelang van die geval, verdien het.

(3) Alle lone en ander besoldiging moet in kontant betaal word: Met dien verstande dat, waar 'n werknemer en sy werkgewer wedersyds daaroor ooreengekom het, betaling per tjek in plaas van kontant kan geskied.

(4) Die werkgewer moet die besoldiging wat aan elkeen van sy werknemers verskuldig is, gedurende werkure betaal en moet sodanige besoldiging insluit in 'n koefert of ander houer waarop, of wat vergesel gaan van 'n staat waarop die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se beroep, die getal gewone en oortydure gewerk, die besoldiging wat verskuldig is, die bedrae wat afgetrek is en die tydperk ten opsigte waarvan die bedrag betaal word, gemeld moet word.

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

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

(7) *Aftekings*.—'n Werkgewer mag nie sy werknemer beboet nie en mag ook geen bedrag, uitgesonderd die volgende, van sy besoldiging aftrek nie:

(a) Die werknemer se bydraes tot, of ledigheid van, 'n mediese hulpskema, pensioen- of vakansiefonds, wanneer die werkgewer en die werknemer onderling skriftelik daartoe ooreengekom het dat sodanige bydraes of ledigheid of enigeen daarvan afgetrek moet word;

(b) behoudens klousule 14, as 'n werknemer van sy werk afwesig was weens siekte of 'n ongeluk of as hy van sy werk weggeby het uit eie beweging, 'n bedrag wat eweredig aan die tydperk van sodanige afwesigheid is;

(c) wanneer daar korttyd in 'n bedryfsinrigting ingevoer is, 'n bedrag ooreenkomstig klousule 11 (6) van hierdie Ooreenkoms;

(d) enige bedrag wat die werkgewer regtens of op bevel van bevoegde hof mag of moet aftrek;

(e) die werknemer se ledigheid van die vakvereniging;

(f) die werknemer se bydrae tot die Pensioenfonds van die Juweliersware-en-edelmetallywerheid (Kaap) soos voorgeskryf in klousule 37 van hierdie Ooreenkoms.

14. SIEKTEVERLOF

(1) 'n Werkgewer moet aan 'n werknemer wat hy in diens het en wat van sy werk afwesig is weens ongeskiktheid—

(a) in die geval van 'n werknemer met 'n werkweek van vyf dae, altesaam minstens 10 werkdae; en

(b) in die geval van 'n werknemer met 'n werkweek van ses dae, altesaam minstens 12 werkdae; en

(c) in die geval van 'n werknemer wat 10 jaar of langer vir dieselfde werkgewer werk, altesaam minstens, in die geval van (a) hierbo, 15 werkdae, en in die geval van (b) hierbo, minstens 18 werkdae siekteverlof toestaan gedurende 'n tydperk van 12 agtereenvolgende maande diens by hom, en moet sodanige werknemer ten opsigte van die tydperk van afwesigheid ingevolge hierdie klousule 'n bedrag betaal wat nie minder is nie as die besoldiging wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat—

(i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie geregtig is nie op siekteverlof met volle besoldiging teen 'n skaal van meer as, in die geval van 'n werknemer met 'n werkweek van vyf dae, een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens, en in die geval van elke ander werknemer, een werkdag ten opsigte van elke voltooide maand diens;

(ii) 'n werkgewer as 'n opskortende voorwaarde vir die betaling, deur hom, van 'n bedrag wat 'n werknemer kragtens hierdie klousule eis ten opsigte van afwesigheid van sy werk gedurende 'n tydperk wat oor meer as twee agtereenvolgende dae strek of vir 'n tydperk van afwesigheid van net een dag waar sodanige dag onmiddellik voor of na 'n statutêre openbare vakansiedag val, kan vereis dat die werknemer 'n sertifikaat voorlê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid vermeld, en indien 'n werknemer gedurende 'n tydperk van hoogstens agt weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgewer gedurende die tydperk van agt weke onmiddellik ná die jongste sodanige geleentheid kan vereis dat hy ten opsigte van enige afwesigheid so 'n sertifikaat voorlê.

(2) By die toepassing van hierdie klousule het "diens" dieselfde betekenis as in klousule 12 (7). "Ongeskiktheid" beteken onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk of vergoedingspligtige siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid beskou word gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbetaling ingevolge daardie Wet betaalbaar is nie.

(2) At the same time the employer shall pay each employee such other remuneration as the employee may have earned during such pay period in terms of clauses 8, 9 and/or 10, as the case may be.

(3) All wages and other remuneration shall be paid in cash: Provided that where an employee and his employer have mutually agreed to payment by cheque then payment may be made by cheque instead of in cash.

(4) The employer shall pay the remuneration due to each of his employees during working hours and shall enclose such remuneration in an envelope or other container or accompanied by a statement showing the employee's name, employee's name or pay-roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made.

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

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

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

(a) The employee's contribution or subscriptions to any medical aid scheme, pension or holiday funds, when the employer and employee have mutually agreed in writing that such contributions or subscriptions or any of them shall be deducted;

(b) save as is provided for in clause 14, if the employee has been absent from work due to sickness or accident, or if he has absented himself from work on his own account, an amount proportionate to the period of such absence;

(c) when short-time has been introduced in the establishment, a deduction in terms of clause 11 (6) of this Agreement;

(d) any deduction which the employer is legally or by order of any competent court permitted or required to make;

(e) the employee's subscription to the trade union

(f) the employee's contribution to the Cape Jewellery and Precious Metal Industry Pension Fund as prescribed in clause 37 of this Agreement.

14. SICK LEAVE

(1) An employer shall grant to an employee employed by him and who is absent from work through incapacity—

(a) in the case of an employee who works a five-day week, not less than 10 working days; and

(b) in the case of an employee who works a six-day week, not less than 12 working days; and

(c) in the case of an employee who has worked for 10 years or more with the same employer, not less than, in the case of (a) above, 15 working days, and in the case of (b) above, 18 working days sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay such employee in respect of the period of absence in terms of this clause an amount of not less than the remuneration he would have received had he worked during such period. Provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, in the case of an employee who works a five-day week, one working day in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day in respect of each completed month of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, or for a period of absence of one day only where such day immediately precedes or follows any statutory public holiday, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee had during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work.

(2) For the purposes of this clause, the term "employment" shall have the same meaning as in clause 12 (7). "Incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

15. STUKWERK EN TAAKWERK

(1) *Omskrywing van "stukwerk".*—Die uitdrukking "stukwerk" soos dit in hierdie klousule gebesig word, beteken 'n stelsel (uitgesonderd 'n taakwerkstelsel) waarvolgens 'n werknemer se besoldiging gegronde word op die hoeveelheid of omvang van die werk wat hy verrig het.

(2) *Omskrywing van "taakwerk".*—Die uitdrukking "taakwerk" soos dit in hierdie klousule gebesig word, beteken 'n stelsel (uitgesonderd 'n stukwerkstelsel) waarvolgens 'n werknemer se besoldiging gegronde word op die hoeveelheid werk in 'n bepaalde tyd moet voltooi.

(3) 'n Werkgewer mag niemand met taakwerk belas nie en mag nie taakwerk aan 'n werknemer uitbestee nie.

(4) 'n Werknemer mag nie vir 'n taakwerkstelsel in diens geneem word of diens daarvoor aanvaar nie en mag nie taakwerk aanvaar of verrig nie.

(5) (a) Indien 'n werkgewer verlang om 'n aansporingskema in te voer, moet hy 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat, na oorlegpleging met die vakvereniging wat 'n party by hierdie Ooreenkoms is, oor die bepalinge van sodanige skema ooreen kan kom.

(b) Wanneer werk teen 'n aansporingsloon verrig word, moet 'n werknemer wat aldus werk, die volle bedrag betaal word wat hy verdien het ooreenkomstig die aansporingsloon waarvoor die werkgewer en die werknemer ooreengekom het: Met dien verstande egter dat 'n werknemer nie minder betaal mag word nie as die bedrag wat vir 'n werknemer van sy klas voorgeskryf word en wat hy sou verdien het as hy vir die tydperk wat dit geneem het om die betrokke werk te verrig, besoldig is op 'n grondslag van "tyd gewerk".

16. VERBOD OP BUITEWERK

(1) 'n Werkgewer mag nie 'n werknemer in die Nywerheid, uitgesonderd sy eie werknemer, versoek om werk in die Nywerheid te verrig nie en mag nie sodanige werk aan sodanige persoon uitbestee nie.

(2) 'n Werknemer in die Nywerheid mag nie van 'n ander persoon as sy eie werkgewer werk in die Nywerheid vra nie en mag nie sodanige werk van sodanige ander persoon aanneem of vir sodanige ander persoon verrig nie.

(3) 'n Werkgewer mag nie van 'n werknemer in die Nywerheid, uitgesonderd sy eie werknemer, vereis of hom toelaat om werk op sy perseel te verrig nie.

(4) 'n Werknemer mag nie werk in 'n ander bedryfsinrigting in die Nywerheid as die bedryfsinrigting van sy eie werkgewer verrig nie.

17. VERBOD OP INDIENSNEMING VAN ENIGEEN ONDER DIE LEEFTYD VAN 15 JAAR

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

18. FASILITEITE VIR VAKVERENIGING

Werkgewers moet beamptes van die vakvereniging toelaat om hul bedryfsinrigtings gedurende etenspouses/teepouses te betree met die doel om die werknemers te organiseer. Geen beampte van die vakvereniging mag 'n vergadering op die perseel van 'n werkgewer hou nie tensy hy vooraf die toestemming van sodanige werkgewer verkry het.

19. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

Geen werkgewer wat 'n lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, terwyl hy tot lidmaatskap van die vakvereniging toelaatbaar is, nie op die datum waarop hierdie ooreenkoms in werking tree 'n lid van die vereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtreding van die ooreenkoms geskied, 'n lid van die vakvereniging word nie; en geen lid van enige van die vakverenigings mag in diens bly by 'n werkgewer wat nie 'n lid is van enige van die werkgewersorganisasies op die datum waarop hierdie ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtreding van hierdie ooreenkoms geskied, 'n lid van enige van die werkgewersorganisasies word nie: Met dien verstande dat hierdie klousule nie van toepassing is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy in die Republiek van Suid-Afrika aangekom het; Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, 'n uitnodiging van die vakvereniging om lid daarvan te word, geweier het, word hierdie klousule onmiddellik van krag: Met dien verstande dat hierdie klousule nie van toepassing is nie waar 'n werkgewer of 'n werknemer, na die mening van die Raad, sonder 'n grondige rede lidmaatskap deur 'n party by hierdie Ooreenkoms geweier is.

20. LEDEGELD VAN VAKVERENIGING

Elke werkgewer moet van die weekloon of maandelikse salaris van elke werknemer die bedrag van die ledegeld wat deur sodanige werknemer aan die vakvereniging betaalbaar is, aftrek en die bedrag aldus afgetrek maand vir maand aan die Sekretaris van die Nywerheidsraad vir die Juweliers- en edelmetaalnywerheid (Kaap), Posbus 1536, Kaapstad, stuur en wel voor of op die 10de dag van die daaropvolgende maand.

15. PIECE-WORK AND TASK-WORK

(1) *Definition of "piece-work".*—The term "piece-work" used in this clause means any system (other than a system of task-work) by which an employee's remuneration is based upon quantity or output of work done.

(2) *Definition of "task-work".*—The term "task-work" used in this clause means any system (other than a system of piece-work) by which an employer requires the completion by an employee of a definite amount of work in a specified time.

(3) An employer shall not employ any person upon task-work and shall not give out any employee any task-work.

(4) An employee shall not accept employment, or be employed upon any system of task-work, and shall not accept or perform task-work.

(5) (a) Should an employer wish to introduce an incentive scheme, he shall set up a joint committee of representatives of the management and the employees, which, after consultation with the trade union party to this Agreement, may agree upon the terms of any such scheme.

(b) Whenever incentive work is performed, an employee so employed shall be paid the full amount earned by him under incentive work rates agreed to between the employee and his employer: Provided, however, that no employee shall be paid less than the prescribed amount for an employee of his class which he would have earned if he had been employed on a time-work basis for the period taken to perform the work concerned.

16. PROHIBITION OF OUT-WORK

(1) An employer shall not solicit any employee in the Industry other than his own to perform any work in the Industry, and shall not give out any such work to any such person.

(2) An employee in the Industry shall not solicit work in the Industry from any person, other than his own employer, and shall not accept any such work from, nor perform any such work for, any such person.

(3) An employer shall not require, permit or suffer any employee in the Industry other than his own, to perform any work on his premises.

(4) An employee shall not perform any work in any establishment in the Industry, other than the establishment of his own employer.

17. 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.

18. TRADE UNION FACILITIES

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

19. EMPLOYMENT OF TRADE UNION LABOUR

No employer who is a member of the employer's organisation shall continue to employ an employee who, while being eligible for membership of any one of the trade unions, is not a member of such union as at the date of coming into operation of this agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of any of the trade unions may continue his employment with an employer who is not a member of the employer's organisation as at the date of coming into operation of this agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this agreement, become a member of the employer's organisation: Provided that the provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 90 days of commencement of his employment in the Industry, refused any invitation from any of the trade unions to become a member of it, the provisions of this clause shall immediately come into operation: Provided that this clause shall not apply where an employer or employee has in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause.

20. TRADE UNION SUBSCRIPTIONS

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

21. LEDEGELD VAN WERKGEWERSORGANISASIE

Die ledegeld wat deur 'n lid aan die Cape Jewellery Manufacturers' Association betaalbaar is, moet maand vir maand en wel voor of op die 10de dag van die daaropvolgende maand aan die Sekretaris van die Raad gestuur word saam met 'n staat wat die volgende meld:

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

Die Sekretaris van die Raad moet die bedrag wat aldus ontvang word, daarna aan die Sekretaris van die Cape Jewellery Manufacturers' Association stuur.

22. BESKERMENDE KLERE

Die werkgewer, okkupeerder of gebruiker van 'n fabriek of plek waar masjinerie gebruik word, moet twee stofjasse en een beret per jaar aan slypers en een stofjas en een volle voorskoot aan alle ander werknemers en, waar nodig, pette, stofbrille, handskoene, skoeisel of beskermende self verskaf aan elke persoon wat in die fabriek of in 'n plek waar masjinerie gebruik word, werksaam is en wat blootgestel word aan 'n nat of stowwe-geige proses, aan hitte of aan 'n giftige invretende of ander skadelike stof wat besering of siekte by die persoon kan veroorsaak of klere kan beskadig. Sodanige beskermende klere bly die eiendom van die werkgewer maar moet deur die werknemer in 'n goeie toestand gehou word.

23. DIENSBEÏNDIGING OF VERANDERING VAN DIENSVORWAARDES

(1) 'n Weekliks besoldigde werknemer of sy werkgewer moet minstens een week vooraf skriftelik kennis gee en 'n maandeliks besoldigde werknemer of sy werkgewer moet minstens twee weke vooraf skriftelik kennis gee van die beëindiging van 'n dienskontrak of 'n verandering van die diensvoorwaardes na voorwaardes wat minder gunstig vir die werknemer is as dié waarop hy onmiddellik voor sodanige kennisgewing geregtig was: Met dien verstande dat—

(a) enigeen van die partye gedurende die eerste week diens in beide die geval van weekliks en maandeliks besoldigde werknemers minstens 24 uur vooraf skriftelik kennis kan gee;

(b) die voorafgaande bepaling nie die volgende raak nie:

(i) Die reg van enigeen van die partye om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig; of

(ii) 'n ooreenkoms tussen die partye waarin daar voorsiening gemaak word vir 'n langer kennisgewingstermyn as dié hierbo voorgeskryf.

(2) Die kennis soos in subklousule (1) bedoel, moet so gegee word dat dit soos volg van krag word:

(a) In die geval van 'n weekliks besoldigde werknemer, vanaf die datum waarop sodanige kennis gegee word;

(b) in die geval van 'n maandeliks besoldigde werknemer, vanaf die eerste of die 15de dag van die maand.

(3) 'n Werkgewer moet sy werknemer voltyds laat werk gedurende die kennisgewingstermyn soos in subklousule (1) voorgeskryf of, as alternatief, hom die loon betaal wat hy gedurende sodanige tydperk vir voltydse werk sou verdien het, bereken teen die loon waarop hy geregtig was onmiddellik voordat daar aldus kennis gegee is.

(4) Die kennis soos in subklousule (1) van hierdie klousule bedoel, mag nie gegee word nie gedurende, en die kennisgewingstermyn mag nie saamval nie met—

(a) jaarlikse verlof;

(b) siekteverlof; en

(c) 'n tydperk waarin daar van 'n werknemer vereis word om militêre diens ingevolge die Verdedigingswet, 1957, te verrig:

Met dien verstande dat 'n dienskontrak outomaties eindig as 'n werknemer langer as ses agtereenvolgende kalenderdae sonder sy werkgewer se toestemming van sy werk afwesig is: Voorts met dien verstande dat hierdie voorbehoudbepaling nie van toepassing is nie in gevalle waar 'n werknemer militêre diens verrig of met jaarlikse verlof of met siekteverlof kragtens klousule 14 afwesig is.

(5) Ondanks andersluidende bepalings in hierdie klousule, kan 'n werkgewer of 'n werknemer die kontrak sonder kennisgewing beëindig deur, in plaas van sodanige kennisgewing, die volgende aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval:

(a) In die geval waar 24 uur vooraf kennis gegee moet word, minstens die ekwivalent van die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(b) in die geval waar 'n week vooraf kennis gegee moet word, minstens die ekwivalent van die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang;

(c) in die geval waar 14 dae vooraf kennis gegee moet word, minstens die ekwivalent van dubbel die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang; en

(d) in die geval van 'n ooreenkoms tussen die partye waarby daar voorsiening gemaak word vir 'n langer kennisgewingstermyn as die voorgeskryfde termyn, minstens die ekwivalent van die loon wat die werknemer ten tyde van sodanige beëindiging vir sodanige tydperk ontvang.

21. EMPLOYER ASSOCIATION SUBSCRIPTIONS

The subscription payable by a member to the Cape Jewellery Manufacturers' Association shall be forwarded to the Secretary of the Council month by month and not later than the 10th day of the following month, together with a statement showing—

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

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

22. PROTECTIVE CLOTHING

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

23. TERMINATION OF EMPLOYMENT OR ALTERATION OF CONDITIONS

(1) A weekly employee or his employer shall give not less than one week's notice, in writing, and a monthly employee or his employer shall give not less than two week's notice in writing, of termination of a contract of employment or of alteration in conditions of employment to conditions less favourable to the employee than those which he was entitled to enjoy immediately prior to the giving of such notice: Provided that—

(a) not less than 24 hours' notice, in writing, may be given by either party during the first week of employment in the case of both weekly- and monthly-paid employees;

(b) the foregoing shall not affect—

(i) the right of either party to terminate a contract of employment without notice for any cause recognised by law as sufficient; or

(ii) an agreement between the parties providing for a longer period of notice than the period prescribed above.

The notice referred to in subclause (1) shall be so given as to take effect from—

(a) in the case of a weekly-paid employee, the date upon which such notice is given;

(b) in the case of a monthly-paid employee, the first or the 15th of the month.

(3) An employer shall provide his employee with full-time employment during the notice period prescribed in subclause (1), or, alternatively, pay him the wages which he would have earned during such period for full-time employment, calculated at the rate of pay which he was entitled to receive immediately prior to the giving of such notice.

(4) The notice referred to in subclause (1) of this clause shall not run concurrently with and shall not be given during—

(a) annual leave;

(b) sick leave; and

(c) any period an employee is required to render any military service in pursuance of the Defence Act, 1957:

Provided that a contract of employment shall terminate automatically if an employee is absent from work without his employer's consent for longer than six consecutive calendar days: Provided further that this proviso shall not apply in instances where an employee is undergoing military training or is absent on annual leave or sick leave in terms of clause 14.

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

(a) in the case of 24 hour's notice, the equivalent of the daily rate of pay which the employee is receiving at the date of such termination;

(b) in the case of a week's notice, the equivalent of the weekly rate of pay which the employee is receiving at the date of such termination;

(c) in the case of 14 days' notice, the equivalent of double the weekly rate of pay which the employee is receiving at the date of such termination; and

(d) in the case of an agreement between the parties providing for a longer period of notice than the prescribed period, the equivalent of the rate of pay which the employee is receiving at the date of such termination for such period.

24. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand vanaf die datum waarop hy met sy werksaamhede begin, die volgende besonderhede aan die Sekretaris van die Raad stuur:

(a) Die volle naam en adres van die sake-onderneming—

(i) in die geval van 'n enkele werkgewer, sy volle naam en sake-adres en, as hy sake onder 'n handelsnaam doen, sodanige handelsnaam voluit;

(ii) in die geval van twee of meer persone wat in vennootskap sake doen, die volle naam van elke vennoot, die volle vennootskaps- of handelsnaam en die adres waar die vennootskap sake doen;

(iii) in die geval waar die werkgewer 'n geregistreerde maatskappy is, die adres van sy geregistreerde kantoor, die adres waar die werksaamhede verrig word wat binne die bestek van hierdie Ooreenkoms val, en die volle name van die direkteure;

(b) 'n beskrywing van die ambagte, bedrywe of werksaamhede wat die werkgewer beoefen.

(2) In geval van 'n verandering in enigeen van die besonderhede wat ingevolge subklousule (1) verstrekt moet word, moet die werkgewer binne 10 dae na sodanige verandering skriftelik daarvan kennis gee aan die Sekretaris van die Raad.

(3) 'n Werkgewer moet die Sekretaris van die Raad sewe dae vooraf skriftelik kennis gee van sy voorneme om nie meer 'n werkgewer in die Nywerheid te wees nie.

25. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS

Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet ondergenoemde dokumente, wat in leesbare letters en in albei amptelike tale van die Republiek van Suid-Afrika gedruk moet wees, opplak en opgeplak hou op 'n opvallende plek op sy perseel wat gereedelik toeganklik is:

(a) 'n Kopie van hierdie Ooreenkoms;

(b) 'n opsomming van dié artikels van die Wet op Arbeidsverhoudinge soos voorgeskryf by artikel 58 (1) van die Wet op Arbeidsverhoudinge, 1956;

(c) 'n kennisgewing in die vorm voorgeskryf by die regulasies wat kragtens die Wet uitgevaardig is, waarin die dag van die week of maand, na gelang van die geval, en die tyd waarop en die plek gemeld word waar lone elke week of elke maand, na gelang van die geval, betaal sal word;

(d) 'n kennisgewing wat die amptelike adres bevat van die Afdelingsinspekteur van Mannekrag en van die Sekretaris van die Raad in wie se regsgebied die werkgewer sy sake-onderneming dryf.

26. HOU VAN REGISTERS

(1) Die bepalings van artikel 57 (1) van die Wet op Arbeidsverhoudinge, 1956, waarby voorgeskryf word dat elke werkgewer te alle tye ten opsigte van alle persone wat in sy diens is, registers moet hou van die besoldiging wat betaal is, van die tyd wat daar gewerk is en van dié ander besonderhede wat by regulasie voorgeskryf word (sodanige register staan algemeen bekend as 'n "loonboek" of 'n "loonregister"), en die bepalings van regulasies wat kragtens subartikel (2) van genoemde artikel gemaak is, word geag in hierdie Ooreenkoms ingelyf te wees.

(2) Die werkgewer moet alle registers wat ingevolge genoemde subartikel en regulasies gehou moet word, in 'n leesbare skrif en met ink bygewerk hou en moet sodanige registers gedurig in sy bedryfsinrigtings hou terwyl werknemers daar werksaam is.

27. WERKNEMERS WAT NIE GESPEFISEER WORD NIE

Mits die werk binne die bestek van die Nywerheid val, moet 'n werkgewer die Raad onmiddellik by indiensneming in kennis stel van die volledige besonderhede en aard van die werk van werknemers wat werk verrig wat nie in hierdie Ooreenkoms ingedeel is nie. Sodanige kennisgewing word nie vereis nie indien sodanige werknemers die voorgeskrewe loon van 'n vakman ontvang.

28. VRYSTELLINGS

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

(2) Aansoek om vrystelling moet skriftelik aan die Sekretaris van die Raad voorgelê word.

(3) Die Raad moet die tydperk waarvoor en die voorwaardes waarop die vrystelling van krag is, behoudens subklousule (4) bepaal.

(4) Die Raad kan, as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon of persone, 'n vrystellingsertifikaat intrek al het die tydperk waarvoor dit verleen is, nie verstryk nie.

(5) Die Raad moet aan elkeen aan wie vrystelling verleen is, 'n vrystellingsertifikaat uitreik wat behoorlik deur die Sekretaris van die Raad onderteken is en die volgende besonderhede bevat:

(a) Die volle naam van die persoon aan wie die vrystelling verleen is;

(b) die bepalings van hierdie Ooreenkoms waarvan vrystelling verleen is;

24. REGISTRATION OF EMPLOYERS

(1) Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after that date shall, within one month of commencement of operations by him, forward to the Secretary of the Council the following particulars:

(a) Full name and address of business—

(i) in the case of a single employer, his full name and business address, and, if he carries on business under a trade name, such trade name in full;

(ii) in the case of two or more persons carrying on business in partnership, the full name of each partner, the full partnership or trade name, and the address at which the partnership business is carried on;

(iii) in the case of the employer being a registered company, the address of its registered office, the address at which the operations which fall within the scope of this Agreement are carried on, and the full names of the directors;

(b) a description of the trades, crafts or operations carried on by the employer.

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

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

25. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES

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

(a) a copy of this Agreement;

(b) a summary of sections of the Labour Relations Act as prescribed by section 58 (1) of the Labour Relations Act, 1956;

(c) a notice in the form prescribed by the regulations under the Act, specifying the day of the week or month, as the case may be, and the time, and place at which wages will be paid each week or month, as the case may be;

(d) a notice containing the official address of the Divisional Inspector of Manpower and of the Secretary of the Council within whose area of jurisdiction the employer is carrying on his business.

26. KEEPING OF RECORDS

(1) The provisions of section 57 (1) of the Labour Relations Act, 1956, prescribing that every employer shall at all times keep in respect of all persons employed by him records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation (such records being generally known and referred to as a "wages book" or "wages register"), and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) The employer shall keep all records required to be kept in terms of the said subsection and regulations written up in legible manner and in ink, and shall keep all such records continually at his establishment while employees are working therein.

27. EMPLOYEES NOT SPECIFIED

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

28. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement to any employer or employee.

(2) Application for exemptions shall be submitted, in writing, to the Secretary of the Council.

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

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

(5) The Council shall issue to every person to whom it has granted an exemption a licence of exemption duly signed by the Secretary of the Council setting out the following particulars:

(a) Full name of the person to whom the exemption is granted;

(b) the provisions of this Agreement from which the exemption is granted;

- (c) die tydperk waarin die vrystelling van krag is; en
- (d) die voorwaardes waarop die vrystelling verleen word.
- (6) Die Raad moet—
 - (a) al sodanige sertifikate agtereenvolgens nommer;
 - (b) 'n kopie behou van elke sertifikaat wat uitgereik word; en
 - (c) wanneer die vrystelling aan 'n werknemer verleen word, 'n ander kopie daarvan aan sy werkgever stuur.

29. AGENTE VAN DIE RAAD

Die Raad kan een of meer persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. Sodanige agente moet toegelaat word om bedryfsinrigtings te betree en om dié navrae te doen en dié boeke, dokumente, tyd- en loonstate en registers te ondersoek en dié persone te ondervra wat nodig of dienstig is ten einde vas te stel of hierdie Ooreenkoms nagekom is of nagekom word.

30. ADMINISTRASIE EN UITLEG VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en kan menings wat nie met die bepalinge hiervan onbestaanbaar is nie, vir die leiding van die werkgevers en werknemers uitspreek.

31. FONDSE VAN DIE RAAD

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

(2) *Bydraes van werknemers: (a) Weekliks besoldigde werknemers.*—Elke werkgever moet op elke weeklikse betaaldag van die weekloon van sy weekliks besoldigde werknemers 'n bedrag ooreenkomstig onderstaande skaal aftrek as sodanige werknemer se weeklikse bydrae:

1c vir elke R3 van die gewone weeklikse besoldiging.

(b) *Maandeliks besoldigde werknemers.*—Elke werkgever moet op elke maandelikse betaaldag van die maandloon van elkeen van sy maandeliks besoldigde werknemers 'n bedrag aftrek van—

1c vir elke R3 van sy gewone maandelikse besoldiging.

(3) *Werknemers wat met verlof is.*—Wanneer 'n werknemer met verlof met betaling is, moet sy bydraes voortgesit word asof hy nog werk, en vir dié doel moet die werkgever die nodige bedrae van sy verlofbesoldiging aftrek.

(4) As die dienste van 'n werknemer beëindig word voor die begin van die jaarlikse vakansieverloftydperk, moet sy werkgever 'n bedrag as sodanige werknemer se bydraes van sy verlofbesoldiging aftrek, en sodanige aftrekking moet eweredig wees aan die verhouding wat daar bestaan tussen sy dienstydperk by dienselfde werkgever vanaf die 25ste dag van die vorige Desember of vanaf die datum van sy indiensneming by dienselfde werkgever, naamlik die jongste datum, en 12 maande diens.

(5) *Werkgevers se bydraes.*—By elke bedrag wat die werkgever ingevolge subklousule (2) (a) en (b) aftrek, moet die werkgever, as sy bydrae, 'n bedrag wat net so groot is, byvoeg ten opsigte van elke persoon wat in sy diens is en wat binne die bestek van hierdie Ooreenkoms val.

(6) *Versending van bydraes.*—Elke werkgever moet die totale bedrag van die bydraes wat gedurende elke kalendermaand ingevolge subklousules (2) en (3) ingevorder is, tesame met 'n staat wat hy behoortlik ingevul en onderteken het, teen die 10de dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 1536, Kaapstad, stuur.

32. VERHURING EN ONDERVERHURING VAN PERSELE

(1) Geen werkgever mag sonder dat die toestemming van die Raad vooraf daartoe verkry is, 'n gedeelte van die perseel wat hy okkupeer en waarin hy werk in die Juweliersware-en-edelmetaalnywerheid verrig of verrig het, laat verhuur of toelaat dat dit verhuur word of laat onderverhuur of toelaat dat dit onderverhuur word aan of geokkupeer word deur enigeen vir die doel dat enigeen werk in verband met die Juweliersware-en-edelmetaalnywerheid daarin verrig nie.

(2) Die Raad kan sy goedkeuring na goedgeundke verleen of terughou.

33. INDIENSNEMING; OORPLASING EN DIENSBEÏNDIGING

(1) *Dienskaarte, moet by indiensneming getoon word.*—Behoudens subklousule (3), moet 'n werkgever, voordat hy 'n aansoeker om werk in diens neem, van sodanige aansoeker vereis om 'n dienskaart voor te lê wat deur die Raad uitgereik is in die vorm van Aanhangsel A van hierdie Ooreenkoms.

Die werkgever moet onmiddellik by indiensneming die naam van sy fabriek, die datum van indiensneming, die loon by indiensneming en die beroep van die werknemer inskryf in die ruimte vir "latere ondervinding" en moet die kaart veilig bewaar sodat daar ter bestemde tyd ooreenkomstig subklousule (2) van hierdie klousule daarmee gehandel kan word wanneer die diens van die werknemer beëindig word.

- (c) the period during which the exemption shall operate; and
- (d) the conditions subject to which the exemption is granted.
- (6) The Council shall—
 - (a) number all such licences consecutively;
 - (b) retain a copy of each licence issued; and
 - (c) when the exemption is granted to an employee, forward another copy thereof to his employer.

29. AGENTS OF THE COUNCIL

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

30. ADMINISTRATION AND INTERPRETATION OF AGREEMENT

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

31. COUNCIL FUNDS

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

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

1c per every R3 of ordinary weekly remuneration.

(b) *Monthly-paid employees.*—Every employer shall on each monthly pay-day deduct from the monthly wages of each of his monthly-paid employees an amount of—

1c per every R3 of ordinary monthly remuneration.

(3) *Employees on leave.*—When a member is on paid leave, his contributions shall be continued as if he were still working, and for this purpose the employer shall make the necessary deductions from his leave pay.

(4) If the services of an employee are terminated before commencement of the annual holiday leave period, his employer shall deduct from his leave pay an amount as and for such employee's contributions from his leave pay as the period of his employment with the same employer as from the 25th day of December preceding or from the date of his engagement with the same employer, whichever is the later, bears to 12 months' service.

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

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

32. LETTING AND SUB-LETTING OF PREMISES

(1) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Jewellery and Precious Metal Industry to be let or sub-let to or occupied by any person for the purpose of such person engaging in any work connected with the Jewellery and Precious Metal Industry without obtaining the prior consent of the Council.

(2) The approval of the Council may be granted or withheld at its discretion.

33. ENGAGEMENTS, TRANSFERS AND TERMINATION OF EMPLOYMENT

(1) *Service record cards to be produced on engagement.*—Subject to subclause (3), an employer shall, before engaging an applicant for work, require an applicant to produce a service record card issued by the Council in the form of Annexure A to this Agreement.

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

(2) *Dienskaart moet by diensbeëindiging aan werknemer teruggegee word.*—Wanneer die diens van 'n werknemer beëindig word, moet die werkgewer die oorblywende besonderhede van die werknemer se dienskaart, naamlik die datum waarop hy sy diens verlaat, die loon op die datum van sy vertrek en die duur van sy diens, onmiddellik op die dienskaart invul. Die ingevulde kaart moet dan onderteken en by diensbeëindiging aan die werknemer oorhandig word.

(3) *Prosedure wanneer werknemer nie 'n dienskaart voorlê nie.*—Die werkgewer moet die voornemende werknemer onmiddellik by indiënsneming 'n aansoek in die vorm van Aanhangsel B van hierdie Ooreenkoms laat invul en dit onmiddellik aan die Raad stuur.

(4) *Opgawe van indiënsnemings en diensbeëindigings.*—Elke werkgewer moet 'n opgawe in die vorm van Aanhangsel C van hierdie Ooreenkoms ten opsigte van alle indiënsnemings en diensbeëindigings invul en aan die Raad stuur sodra sodanige werknemers in diens geneem of hul dienste beëindig word.

(5) *Kennisgewing van oorplasing.*—Elke werkgewer moet onmiddellik wanneer 'n werknemer van die een beroep na 'n ander oorgeplaas word, die Raad daarvan in kennis stel in die vorm voorgeskryf in Aanhangsel D van hierdie Ooreenkoms. Die werkgewer moet ook alle oorplasings invul op die betrokke kaart van elke werknemer wat daardeur geraak word.

(6) (a) *Kennis van werknemer se diensbeëindiging moet skriftelik geskied.*—Wanneer 'n werkgewer kennis gee van sy voorneme om 'n werknemer te ontslaan, moet hy dit skriftelik doen in die vorm van Aanhangsel F van hierdie Ooreenkoms.

(b) As 'n werknemer 'n Aanhangsel F-kennisgewingvorm in gevolge paragraaf (a) hierbo onderteken het, dien dit as regsgeldige en afdoende bewys dat die betrokke werknemer sodanige kennisgewing ontvang het en erken.

(c) *Kennis van werknemer se voorneme om sy diens te beëindig, moet skriftelik geskied.*—Wanneer 'n werknemer kennis gee van sy voorneme om sy diens by 'n werkgewer te beëindig, moet hy dit skriftelik doen in die vorm van Aanhangsel F van hierdie Ooreenkoms.

(d) As 'n werkgewer 'n Aanhangsel F-kennisgewingvorm ingevolge paragraaf (c) hierbo onderteken het, dien dit as regsgeldige en afdoende bewys dat die betrokke werkgewer sodanige kennisgewing ontvang het en erken.

(e) Ingeval 'n party per pos kennis gee, dien bewys van die versending van 'n Aanhangsel F-kennisgewingvorm per geregistreerde pos as voldoende bewys van die ontvangs van sodanige kennisgewing deur die party aan wie dit geadresseer was.

34. ULTRA VIRES

Indien enige van die bepalings van die Ooreenkoms deur 'n bevoegde geregtshof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag vir die onverstreke termyn van hierdie Ooreenkoms.

35. VRYWARING

Die Sekretaris en die lede van die Raad en hul plaasvervangers is nie aanspreeklik vir enige verlies wat die Raad mag ly vanweë 'n belegging wat te goeder trou gemaak is of as gevolg van enige handeling in hul bona fide-administrasie van die sake van die Raad nie.

36. JAARLIKSE WAARBORG

(1) Elke werkgewer in die Nywerheid moet voor die einde van Februarie elke jaar en elke werkgewer wat tot die Nywerheid toetree, moet binne 14 dae ná sy toetrede die Sekretaris van die Raad by wyse van 'n bankwaarborg in die vorm van Aanhangsel E of 'n sertifikaat van 'n geregistreerde versekeringsmaatskappy of 'n kontantdeposito daarvan oortuig dat daar sekuriteit bestaan om die volgende uitbetalings te dek:

(a) Drie weke se verlofbesoldiging wat ooreenkomstig klousule 12 opge-loop het;

(b) een week se gewone loon;

(c) vier weke se heffings en bydraes ten opsigte van—

(i) heffings aan die Raad ooreenkomstig klousule 31;

(ii) bydraes tot die Pensioenfonds ooreenkomstig klousule 37;

(iii) bydraes tot die Opleidingsfonds ooreenkomstig klousule 6 van die Opleidingsfondsooreenkoms.

(2) (a) Indien die waarborg wat die werkgewer verskaf het onvoldoende is om die betaling te dek van die verlofbesoldiging en heffings/bydraes in subklousule (1) bedoel, moet die werkgewer, as die Raad dit vereis, die bedrag van sodanige waarborg verhoog tot 'n bedrag wat voldoende is om sodanige betaling te dek.

(b) 'n Werkgewer moet toegelaat word om die bedrag van sy waarborg te verminder indien 'n vermindering van die getal werknemers in sy diens dit regverdig. Met dien verstande dat geen verhoging of vermindering van die bedrag van 'n waarborg met tussenpose van minder as ses maande vereis of toegelaat mag word nie.

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

(3) *Procedure when employee does not produce a service record card.*—The employer shall forthwith upon engagement cause an application in the form of Annexure B to this Agreement to be completed by the prospective employee and shall transmit same to the Council immediately.

(4) *Return of engagements and terminations of service.*—Every employer shall complete and transmit to the Council a return in the form of Annexure C to this Agreement of all engagements and terminations of service of employees immediately such employees are engaged or their services terminated.

(5) *Transfer to be notified.*—Every employer shall notify the Council of all transfers in occupation of his employees, immediately such transfer in occupation takes place, in the form prescribed in Annexure D to this Agreement.

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

(6) (a) *Notice of termination of employee's service to be given in writing.*—An employer shall, when giving notice of intention to dismiss an employee, give such employee written notice in the form of Annexure F to this Agreement.

(b) Signature by an employee of an Annexure F notice form given by an employer in terms of paragraph (a) above, shall be conclusive and sufficient evidence that the employee concerned has received and acknowledges such notice given.

(c) *Notice of employee's intention to terminate service to be given in writing.*—An employee shall, when giving notice of his intention to terminate his service with an employer, give such employer written notice in the form of Annexure F to this Agreement.

(d) Signature by an employer of an Annexure F notice form given by an employee in terms of paragraph (c) above, shall be conclusive and sufficient evidence that the employer concerned has received and acknowledges such notice given.

(e) In the event of a party giving notice by mail, proof of the despatch of an Annexure F notice form by registered mail, shall be sufficient proof of the receipt of such notice by the party to whom it was addressed.

34. ULTRA VIRES

Should any provision of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

35. INDEMNITY

The Secretary and the members of the Council and their alternates shall not be liable for any loss to the Council by reason of any investment made in good faith or by reason of any act in their bona fide administration of the affairs of the Council.

36. ANNUAL GUARANTEE

(1) Every employer in the Industry shall, before the end of February each year, and every employer entering the Industry shall, within 14 days of such entry, satisfy the Secretary of the Council by way of a banker's guarantee in the form of Annexure E or a certificate provided by a registered insurance company or by lodgement of cash that security exists to cover payment of the following:

(a) Three weeks' leave pay accruing in terms of clause 12;

(b) one week's normal wages;

(c) four weeks' levies and contributions in respect of—

(i) levies to the Council in terms of clause 31;

(ii) Pension Fund contributions in terms of clause 37;

(iii) Training Fund contributions in terms of clause 6 of the Training Fund Agreement.

(2) (a) Where the guarantee lodged by an employer is insufficient to cover the payment of leave pay and levies/contributions referred to in subclause (1), the employer shall, on demand by the Council, increase the amount of such guarantee to an amount sufficient to cover such payment;

(b) An employer shall be permitted to reduce the amount of his guarantee where a reduction in the number of employees engaged by such employer warrants a reduction: Provided that no increase or reduction of the amount of any guarantee shall be required or permitted at intervals of less than six months.

Registrasienommer

Familienaam Voorname

Adres Nuwe adres

Nuwe adres Nuwe adres

Rekord van ondervinding soos op

.....jaarmaandedae Loonp.w.

Indien in diens as 'n.....

gesertifiseer ooreenkomstig die Raad se rekords

namens *Sekretaris*

Datum

Handtekening van werknemer.....

Datum

LATERE ONDERVINDING

Fabriek	Datum van indiens- neming	Loon	Datum van diens- verlating	Loon	Beroep	Duur van diens			Handtekening van werkgewer
						Jaar	Maande	Dae	

Opmerking.—By indienseneming moet hierdie kaart gegee word aan die werkgewer wat die eerste drie kolomme moet invul en die kaart moet bewaar. By diensverlating moet die werkgewer die res van die kolomme invul en die kaart aan die werknemer terugbesorg.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE-EN-EDELMETAALNYWERHEID (KAAP)

Vyfte Verdieping
Broadway Industries Centre
hoek van Heerengracht en Hertzogboulevard
Strandgebied
Kaapstad

AANSOEK OM WERKNEMER SE DIENSKAART

Naam van firma

Opmerking.—Hierdie vorm moet in duplo ingevul word deur alle persone wat vir die eerste maal tot die Nywerheid toetree en deur alle ander persone wat daarna in diens geneem word en wat nie 'n gesertifiseerde dienskaart van die Raad kan toon nie.

Naam van aansoeker

Woonadres

Ek,, verklaar hierby dat ek
jaar oud is en die volgende ondervinding in die Juweliersware-en-edelmetalaalnywerheid het:

Naam van fabriek	Beroep	Tydperk		Totaal
		Van	Tot	

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

Getuie Datum Handtekening van aansoeker

(Slegs vir gebruik deur die Raad se Kantoor)

Totale berekening van ondervinding jaar maande dae.

Nagegaan deur No. van dienskaart uitgereik

Datum

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE-EN-EDELMETAALNYWERHEID (KAAP)

OPGAWÊ VAN INDIENSNEMINGS EN DIENSBEËINDIGINGS

Die Sekretaris
Nywerheidsraad vir die Juweliersware-en-edelmetalaalnywerheid (Kaap)
Posbus 1536
Kaapstad

Werkgewer.....
Adres

DEEL I.—INDIENSNEMINGS

Familienaam	Voornam (voluit)	Adres	Ras*	Geslag†	Volwassene of jeugdige‡

Datum in diens geneem	Beroep	Loon per week	No. van dienskaart‡	Naam van vorige werkgewer (indien van toepassing)	Opmerkings

AANHANGSEL F

KENNISGEWING OOREENKOMSTIG KLOUSULE 31 (6).—DIENSBEËINDIGING

Naam van werkgever

Adres

Naam van werknemer voluit

Nommer van fabriek

☐ U word hierby meegedeel dat u een week/maand kennis gegee word om u diens te beëindig.

☐ Ek gee hierby een week/maand kennis van my voorneme om my diens by bogenoemde firma te beëindig.

Datum

Ontvangs erken deur

Datum ontvang

Registrasienommer indien kennisgewing per pos geskied

Datum gepos

Handtekening van werkgever/werknemer*

Handtekening van werknemer/werkgever*

* Skrap waar nie van toepassing nie. *Werknemer se afskrif.*

AANHANGSEL G

LIBERTY-GROEPPENSIOENE

FONDS: PENSIOENFONDS VIR DIE JUWELIERS-EN-EDELMETAALNYWERHEID (KAAP)

Maandelike insetbylae

Maat-skappy-nummer	Lid se naam	Lid se nommer	Jaarloon		Hoe betaal		Bydraes		Spesiaal	Status		Datum vanaf	Skep
			Oue	Nuwe	Per week	Per maand	Gewone	Nuwe		Tans	Nuwe		

AANHANGSEL H

VAKMANSERTIFIKAAT

NYWERHEIDSRAAD VIR DIE JUWELIERSWARE-EN-EDELMETAALNYWERHEID (KAAP)

Posbus 1536
Kaapstad
8000

Telefoon: 21-5180

Hierby word gesertifiseer dat

(Naam voluit)

erken word as 'n vakman in die Juweliersware-en-edelmetaalnywerheid in die ambag van

Hy beskik oor die volgende kwalifikasies:

(Skrap wat nie van toepassing is nie):

- (1) 'n Vakleerlingskap, of
- (2) tydperk van leerlingskap
- (3) erkenning toegestaan deur die Raad.

AANGEWESSE VAKKE

Diamantmonteerwerk	Setwerk	Edelmetaalwerk	Graveerwerk

Geteken: Voorsitter

Sekretaris

Datum

Namens die partye op hede die 28ste dag van November 1983 te Kaapstad onderteken.

A. OBOLER, Voorsitter.

A. MCKINNON, Ondervoorsitter.

J. A. BAARD, Sekretaris.

ANNEXURE A

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

SERVICE RECORD CARD

Surname First names Reg. No:

Address New address

New address New address

Record of experience as at months days. Wage p.w.

If employed as a
certified in accordance with Council's records

Signature of employee
Date

for Secretary
Date

SUBSEQUENT EXPERIENCE

Factory	Date of engagement	Wage	Date of leaving	Wage	Occupation	Length of employment			Signature of employer
						Years	Months	Days	

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

ANNEXURE B

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

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

APPLICATION FOR EMPLOYEE'S SERVICE RECORD CARD

Name of firm

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

Name of applicant

Residential address

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

Name of factory	Occupation	Period		Total
		From	To	

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

.....
Witness Date Signature of applicant

(For use of Council Office only)

Total assessments of experience years months days.

Checked by No. of service record card issued

Date

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE) RETURN OF ENGAGEMENTS AND TERMINATIONS OF SERVICE

The Secretary
Industrial Council for the Jewellery and Precious Metal Industry (Cape)
P.O. Box 1536
Cape Town

Employer.....
Address.....
.....
.....

PART I.—ENGAGEMENTS

Surname	First names (in full)	Address	Race*	Sex†	Adult or juvenile‡

Date engaged	Occupation	Wage per week	Service Record Card No.‡	Name of previous employer (if any)	Remarks

[illegible][illegible]

A—Asiatic
B—Bantu

I hereby certify that the above persons have been engaged and/or discharged as from the dates specified.

.....
Signature of employer or authorised agent

Note.—This form should be returned to the Industrial Council immediately an employee is engaged or discharged.

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

**The Secretary
Industrial Council for the Jewellery and Precious Metal Industry (Cape)
P.O. Box 1536
Cape Town**

The following are particulars of employees who have been transferred in occupation:

[illegible]

.....
Signature of firm

Note.—This form should be returned to the Industrial Council immediately on an employee being transferred in occupation.

INDUSTRIAL COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)
GUARANTEE IN TERMS OF CLAUSE 34

I/We, the undersigned, duly authorised thereto in my/our capacity as of the do hereby bind the said in the sum of rand (South African currency), as sureties and co-principal debtors for the due payment to the Industrial Council for the Jewellery and Precious Metal Industry (Cape) by of all moneys due, payable or to become due and payable by him/them to the Industrial Council for the Jewellery and Precious Metal Industry (Cape) in respect of—

- (iii) four weeks' contributions in respect of Council levies, Pension Fund contributions and Training Fund contributions.

The guarantor renounces the benefits of the legal exceptions of excussion and division, acknowledging full acquaintance with the force and effect thereof.

Any dividend to be paid to creditors in the event of the employer's insolvency shall be disregarded in calculating the guarantor's liability in terms hereof.

The guarantor's liability in terms hereof shall not exceed

This guarantee is not negotiable or transferable and expires on 28 February 19....., subject to the Industrial Council for the Jewellery and Precious Metal Industry (Cape) being entitled to claim any payment upon this guarantee, notwithstanding such expiry, for any of the said sums due but unpaid at the said date of expiry of this guarantee.

Signed at this day of 19.....

.....
Signature of guarantor

Witnesses:

1.

2.

ANNEXURE F

NOTICE IN TERMS OF CLAUSE 31 (6).—TERMINATION OF EMPLOYMENT

Employer's name

Address

Employee's name in full

Factory number

☐ You are hereby notified that one week's/one month's notice is given you to terminate your employment.☐ I hereby give one week's/one month's notice of my intention to terminate my employment with the above firm.

Date

Signature of employer/employee*

Receipt acknowledged by

Signature of employee/employer*

Date received

Registration number if postal notice given

Dated posted

* Delete where not applicable. Employee's copy.

ANNEXURE G

LIBERTY GROUP PENSIONS

FUND: JEWELLERY INDUSTRIAL COUNCIL (CAPE) PENSION FUND

Monthly Input Schedule

Company number	Name of member	Member number	Annual wage		How paid		Contributions		Special	Status		Date from	Create
			Old	New	Per week	Per month	Normal	New		Present	New		

ANNEXURE H

JOURNEYMAN'S CERTIFICATE

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

P.O. Box 1536
Cape Town
8000

Telephone: 21-5180

This is to certify that
(name in full)

is a recognised journeyman in the Jewellery and Precious Metal Industry at the trade ofhaving served (delete qualifications not applicable)—

(1) an apprenticeship or

(2) period of learnership

(3) recognition granted by Council.

Issued by the Industrial Council for the Jewellery and Precious Metal Industry.

DESIGNATED TRADES

Diamond mounting	Setting	Precious metal working	Engraving

Signed: Chairman

Secretary

Date

Signed at Cape Town, on behalf of the parties, this 28th day of November 1983.

A. OBOLER, Chairman.

A. MCKINNON, Vice-Chairman.

J. A. BAARD, Secretary.

BONUS **OBLIGASIES**

MEER AS 1 400

PRYSE

ELKE MAAND

oOo

MORE THAN 1 400

PRIZES

EVERY MONTH

BONUS **BONDS**

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