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GOVERNMENT NOTICES GOEWERMENTSKENNISGEWINGS

DEPARTMENT OF LABOUR DEPARTEMENT VAN ARBEID

No. R. 525**30 April 2004**

LABOUR RELATIONS ACT, 1995

CANCELLATION OF GOVERNMENT NOTICE

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE): MAIN COLLECTIVE AGREEMENT

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (7) of the Labour Relations Act, 1995, cancel Government Notice No. R. 924 of 27 June 2003, with effect from 10 May 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 525**30 April 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

INTREKKING VAN GOEWERMENTSKENNISGEWING

JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP): HOOF KOLLEKTIEWE OOREENKOMS

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, trek hierby, kragtens artikel 32 (7) van die Wet op Arbeidsverhoudinge, 1995, Goewermentskennisgewing No. R. 924 van 27 Junie 2003 in, met ingang van 10 Mei 2004.

M. M. S. MDLADLANA

Minister van Arbeid

No. R. 526**30 April 2004**

LABOUR RELATIONS ACT, 1995

JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE): EXTENSION OF MAIN COLLECTIVE AGREEMENT TO NON-PARTIES

I, Membathisi Mphumzi Shepherd Mdladlana, Minister of Labour, hereby, in terms of section 32 (2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the Bargaining Council for the Jewellery and Precious Metal Industry (Cape) and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry, with effect from 10 May 2004, and for the period ending 30 June 2004.

M. M. S. MDLADLANA

Minister of Labour

No. R. 526**30 April 2004**

WET OP ARBEIDSVERHOUDINGE, 1995

JUWELIERSWARE- EN EDELMETAALNYWERHEID (KAAP): UITBREIDING VAN HOOF KOLLEKTIEWE OOREENKOMS NA NIE-PARTYE

Ek, Membathisi Mphumzi Shepherd Mdladlana, Minister van Arbeid, verklaar hierby, kragtens artikel 32 (2) van die Wet op Arbeidsverhoudinge, 1995, dat die Kollektiewe Ooreenkoms wat in die Engelse Bylae hiervan verskyn en wat in die Bedingingsraad vir die Juweliersware- en Edelmetaalnywerheid (Kaap) aangegaan is en kragtens artikel 31 van die Wet op Arbeidsverhoudinge, 1995, bindend is op die partye wat die Ooreenkoms aangegaan het, bindend is vir die ander werkgewers en werknemers in daardie Nywerheid, met ingang van 10 Mei 2004, en vir die tydperk wat op 30 Junie 2004 eindig.

M. M. S. MDLADLANA

Minister van Arbeid

SCHEDULE**BARGAINING COUNCIL FOR THE JEWELLERY AND PRECIOUS METAL INDUSTRY (CAPE)****MAIN COLLECTIVE AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1995, made and entered into by and between the

Cape Jewellery Manufacturers' Association

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

Jewellers' and Goldsmiths' Union

(hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Bargaining Council for the Jewellery and Precious Metal Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

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

1.1.1 by all employers who are members of the employers' organisation and by all employees who are members of the trade union;

1.1.2 in the Magisterial District of Bellville, The Cape, Goodwood and Wynberg.

1.2 Notwithstanding the provisions of subclause 1.1 the terms of this Agreement shall—

1.2.1 apply only to employees for whom wages are specified in this Agreement, and to the employers of such employees.

1.2.2 apply to apprentices in so far as the terms are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder.

1.3 Clauses 1.1; 2, 5.2; 5.3; 15 and 17 of this Agreement shall not apply to employers and employees who are not members of the employers' organisation and trade union, respectively.

1.4 Should there be a dispute as to whether this Agreement applies to an employer, an employee or a trade union, such dispute shall be determined in terms of clauses 24 and/or 29 below.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation in respect of the parties on 1 July 2003, and in respect of the non-parties on such date as the Minister of Labour may extend the Agreement to non-parties, and the Agreement shall remain in force for the period ending 30 June 2004.

3. INDUSTRIAL ACTION

No person subject to the provisions of this Collective Agreement entered into by the parties shall engage in or participate in a strike or a lockout or any conduct in furtherance of a strike or a lockout in respect of any matter regulated by this Agreement for its duration.

4. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1995, 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 feminine gender; further, unless inconsistent with the context—

"**Act**" means the Labour Relations Act (Act No. 66 of 1995);

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

"**apprentice**" means any person employed under a contract of apprenticeship in terms of the Manpower Training Act, 1981 (Act No. 56 of 1981);

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

"**Council**" means the Bargaining Council for the Jewellery and Precious Metal Industry (Cape) registered in terms of section 29 of the Labour Relations Act, No. 66 of 1995;

"**enamelling**" means applying a vitrified substance 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: Engraving floral, decorative and/or abstract designs; engraving inscriptions, dates, monograms, initials and/or the like; engraving heraldic designs; engraving outlines for cutting out; cutting in relief and/or sinking for the purpose of, or in preparation for, enamelling or otherwise; and 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 during which an employee has been engaged 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 shorttime or overtime worked during such period or periods of employment;

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

- (a) The manufacture of the following articles, wrought or unwrought, from precious metals, including all operations incidental to such manufacture: Articles of jewellery and/or personal adornment, with or without ornamental stones; mountings for ornamental stones; medals, medallions, badges, masonic jewels and/or like articles; ornaments, ornamental vessels, ornamental utensils and/or like ornamental articles; parts of any of the aforesaid articles;
- (b) the setting and/or resetting of ornamental stones in any articles referred to in paragraph (a);
- (c) the engraving of any articles referred to in paragraph (a);
- (d) the repairing, altering and/or renovating of any articles referred to in paragraph (a);
- (e) the enamelling of any articles referred to in paragraph (a);
- (f) the making and/or repairing of tools and/or dies used or intended for use in any of the activities referred to in this definition when undertaken by any employer engaged in such activities and when undertaken in connection therewith;
- (g) the engraving of dies used or intended for use in any of the activities referred to in this definition;

"new employee" means any person who has entered the Industry for the first time and is in his three months' probation period;

"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;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy or solution 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;

"trade-union" means the Jewellers' and Goldsmiths' Union;

"wage" means that portion of the remuneration payable to any employee in money in respect of the ordinary hours of work or such higher amount that an employer regularly pays an employee in respect of his ordinary hours of work, but excludes any other payment.

5. BASIS OF CONTRACT

5.1 The wages and conditions of employment specified in this Agreement shall be the minimum wages or other remuneration and the minimum conditions of employment in the Industry for employees employed in the classes of work set forth in clause 10.

5.2 The Council shall be the sole forum for negotiating all matters pertaining to this Agreement.

5.3 No employee or employer shall be compelled to negotiate on any matter contained in this Agreement during its currency at any level other than with the Council.

6. REGISTRATION OF EMPLOYERS AND EMPLOYEES

Every employer shall, within one month from the date on which this Agreement comes into operation, and every employer entering the Industry after the date shall, within one month of commencement of operations by him, register the company and all of its existing and new employees with the Council.

7. ARTISANS

7.1 No persons shall be registered as an artisan unless they have completed the trade test specified by the Mining Qualifications Authority.

7.2 A journeyman who has served and completed an apprenticeship referred to in the definition "apprentice", or who has satisfied the Council that he has been employed for a period of eight years or longer in the Industry and furthermore that he holds a recognised certificate of competency in the required classes of work, shall be registered as an artisan.

7.3 An artisan shall be entitled to payment of wages in accordance with the wage prescribed in respect of his category in terms of Clause 10 of this Agreement.

8. TERMS OF EMPLOYMENT

8.1 Ordinary hours of work

The ordinary hours of work of an employee shall not exceed 43 in any week from Monday to Saturday, inclusive.

8.2 Meal intervals and rest intervals

8.2.1 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—

8.2.1.1 periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

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

8.2.2 An employer shall provide each employee with a rest interval of not less than 10 minutes in the middle of each morning and each afternoon work period.

8.3 Overtime

8.3.1. An employer shall not require or permit an employee to work more than 10 hours overtime during any week from Monday to Sunday or four hours on any one day, Monday to Friday.

8.3.2 An employee shall be entitled to the following rates of payment in respect of overtime worked or work conducted on a Sunday:

<i>Days worked</i>	<i>Multiple of basic wage</i>
Monday to Saturday, inclusive	1½
Sunday.....	2

8.4 Public holidays and Sundays

8.4.1 An public holidays proclaimed in terms of the Public Holidays Act, 1994, shall be recognised as paid public holidays.

8.4.2 In respect of each of the said public holidays all employees shall be granted leave of absence from work and shall receive full remuneration.

8.4.3 When a public holiday falls on a Sunday, it shall be carried over to the next day, which automatically becomes a public holiday.

8.4.4 Public holidays may be exchangeable upon a 75% ballot of employees in the firm.

8.4.5 An employee who is required to work on a public holiday which would normally be a working day shall, in addition to the payment in terms of clause 8.4.1, be paid at his ordinary basic wage in respect of all hours worked on that day.

8.4.6 An employee required to work on a public holiday which is not a normal working day shall be paid an amount equal to—

8.4.6.1 the employee's ordinary daily wage; plus

8.4.6.2 the amount earned by the employee for work performed that day calculated by reference to time worked or any other method.

8.5 Short time

8.5.1 "Short time", used in this clause, means the reduced hours per week worked by an employee in an establishment.

8.5.2 When short time is implemented, by reason of slackness of trade, an employer shall consult with the employees or their trade union representative/s prior to implementation of such short time.

8.5.3 When short time is implemented, by reason of a general breakdown of plant and machinery caused by accident, electric power and gas supply failures, shortage of raw materials, or other unforeseen circumstances, short time shall be implemented from the day following the breakdown.

8.5.4 Employees shall be paid only for hours worked during short time.

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

8.5.6 Whenever short time has been introduced in any establishment, the employer shall not prejudice his employees by reducing any other benefits contained in this Agreement or negotiated and agreed to during any period in which short time is worked.

8.6 Annual leave

8.6.1 Employers in the Industry shall grant to each of their employees, in each 12-month leave cycle, paid leave of absence from work for a period of 15 working days per annum, plus an additional day of paid leave if a public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked: Provided that the workshop shall close between 25 December and 1 January.

8.6.2 If an employee has not completed one year's service at the commencement of the leave period, his employer shall pay him 1 ¼ days' wage for each completed month of service (plus a pro rata amount in respect of any additional portion of a month), plus the amount payable in terms of clause 8.4.2 for public holidays falling within the said period.

8.6.3 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 in terms of 8.6.2 above as from the date of commencement of the preceding annual leave period or from the date of his engagement, whichever is the later.

- 8.6.4 Every employer shall grant to each and every one of his employees who has been in the employment of the firm for a period of 10 years or more, an additional 5 working days' absence from work on full pay: Provided that service with such employer has not been broken by a voluntary termination or in the case of involuntary termination the break does not exceed 12 months.
- 8.6.5 For the purposes of this clause the term "**employment**" shall be deemed to include any period or periods during which an employee is—
- 8.6.5.1 absent on leave;
 - 8.6.5.2 absent from work on the instruction of or at the request of his employer;
 - 8.6.5.3 absent on sick leave;
 - 8.6.5.4 absent during the four months of statutory maternity leave, except where the employee resigns within four months of her return to work.

8.7 Sick leave

- 8.7.1 During every sick-leave cycle of 36 months, an employee shall be entitled to an amount of paid sick leave equal to the number of days the employee would normally have worked during a period of six weeks (normally thirty days).
- 8.7.2 Notwithstanding 8.7.1 above, during the first six months of employment an employee shall be entitled to one day's paid sick leave for every 26 days worked.
- 8.7.3 An employer shall pay an employee for a day's sick-leave the wage the employee would normally have received for work on that day, on the employee's usual pay day.
- 8.7.4 An employee who has more than ten years' continuous service with the same employer shall receive five extra paid days per year, subject to the proviso that the extra days shall be accumulated over six years. These days may only be used in the case of absence owing to hospitalisation and other serious illnesses.
- 8.7.5 An employer shall not be required to pay an employee for sick leave if the employee has been absent from work for more than two consecutive days or on more than two separate days during an eight-week period and, at the employer's request, does not produce a medical certificate for the duration of the employee's absence.

8.8 Maternity leave

- 8.8.1 Female employees shall be entitled to 4 months' unpaid maternity leave. An employee shall notify the employer in writing of the date on which the employee intends to commence maternity leave and return to work after maternity leave. Such notification shall be given at least four weeks before the employee intends to commence maternity leave or as soon as is reasonably practicable.
- 8.8.2 Employees shall also be granted four days' unpaid leave prior to confinement for attendance at prenatal clinics and two days' unpaid leave after confinement for post-natal clinic attendance.
- 8.8.3 Such period of maternity leave shall be treated as continuous service.
- 8.8.4 The employer shall be permitted to employ an employee on a fixed-term contract to fill an employee's position whilst such employee is on maternity leave. The maximum duration of fixed-term contracts shall be six months.

8.9 Family responsibility leave

- 8.9.1 This subclause shall apply to an employee who has been in employment with an employer for longer than four months.
- 8.9.2 During each annual leave cycle, an employer at the request of an employee, shall grant the employee three days' paid leave, which the employee shall be entitled to take—
- 8.9.2.1 when the employee's child is born or is sick;
 - 8.9.2.2 in the event of the death of the employee's spouse or life partner, or the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 8.9.3 An employee may take family responsibility leave in respect of the whole or part of a day.
- 8.9.4 Before paying an employee for leave in terms of this subclause, an employer may require reasonable proof of an event contemplated in clause 8.9.2 for which the leave was required.
- 8.9.5 An employee's unused entitlement to leave in terms of this clause shall lapse at the end of the annual leave cycle in which it accrues.

9. PIECEWORK AND TASKWORK

9.1 The term "piecework" used in this clause means any system (other than a system of taskwork) by which an employee's remuneration is based upon quantity or output of work done.

9.2 The term "taskwork" used in this clause means any system (other than a system of piecework) by which an employer requires the completion by an employee of a definite amount of work in a specified time.

9.3 Should an employer wish to introduce an incentive scheme that requires piecework or taskwork, he shall set up a joint committee of representatives of the management and the employee representatives, which, after consultation with the trade union party to this Agreement, may agree upon the terms of any such scheme.

9.4 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 timework basis for the period taken to perform the work concerned.

10. WAGES

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

	Weekly wages
New recruits (other than General Workers).....	R351,00
10.1 GRADE I:	
An employer shall be required to employ stone mounters in wax patterns and setters at a ratio of two mounters to one setter. This ratio pertains to employment levels only.	
General Worker/Plater/Washer/Emery/Press punching/Rolling/Electroforming/Stripping/Barrelling/Tumbling/ Cleaner/Messenger/Driver/Packer/Stone Mounter in wax patterns	R463,00
10.2 GRADE II:	
Wax Injector/Bench Filer/Solderer/Polisher/Grinder/Bomber/Issue Clerk and Central Control/Sandblasting and Matting—as finishing techniques/Quality Inspector.....	R539,00
10.3 GRADE III:	
Rubber mould cutter	R571,00
10.4 GRADE IV:	
Artisans and previously designated journeymen (Qualified Jeweller/Setter/Modelmaker/Machinist/Hand Engraver/Diamond Milling, incl. machine set-up/Caster/Quality Controller)	R872,00
Employers shall pay to employees who do not fall in the minimum rates an amount of R30,00 per week, providing that any increase given by employers to employees between 1 January 2003 and 1 July 2003 shall be set off against any increase applicable in terms of this Agreement.	
10.5 APPRENTICE WAGES	
1st year—40% of journeyman's rate	
2nd year—60%	
3rd year—70%	
4th year—90%	
10.6 DIFFERENTIAL WAGE	
Employees who are required to work at a higher grade for longer than half an hour shall be paid at the rate applicable to the higher grade	

11. WAGE PAYMENT PROCEDURES

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

11.1.1 In the case of weekly-paid employees, not later than the last working day of the week;

11.1.2 in the case of monthly-paid employees, not later than the last working day of the calendar month.

11.2 Payment for employment relating to overtime, public holidays and Sundays, shall be paid in the pay week or pay month in which such employment occurs.

11.3 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, accompanied by a statement showing the employer's name, employee's name or payroll number, the employee's occupation, the number or ordinary and overtime hours worked, the remuneration due, amounts deducted and the period in respect of which payment is made.

12. DEDUCTIONS FROM WAGES

12.1 An employer shall not make any deductions from an employee's remuneration, other than the following:

12.1.1 The employee's contribution or subscription to any medical aid scheme, when the employer and employee have mutually agreed in writing that such contributions or subscriptions or any of them shall be deducted;

12.1.2 save as is provided for in clause 8.8, if the employee has been absent from work owing 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;

- 12.1.3 any deduction which the employer is legally or by order of any competent court permitted or required to make;
- 12.1.4 the employee's subscription to the trade union;
- 12.1.5 the employee's contribution to the Cape Jewellery and Precious Metal Industry Pension Fund and the Bargaining Council for the Jewellery and Precious Metal Industry as specified in this Agreement;
- 12.1.6 deductions from a group of employees' wages where during the course of employment and after thorough and fair investigation, it has been proved, on a balance of probabilities, that there exists a collective responsibility by the group for employer losses in a particular section/department: Provided that no individual employee can be identified as the party solely responsible for the loss.

12.2 Deductions made from employees' remuneration in terms of this clause to reimburse the employer for a loss should not exceed one quarter of the employee's weekly remuneration until the full amount has been recovered.

13. PROHIBITION OF CHILD LABOUR

No employer shall employ any person who is under the age of 15 years.

14. TRADE UNION ACCESS TO WORKPLACE AND ORGANISATIONAL RIGHTS

14.1 Any office-bearer or official of the trade union shall be entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.

14.2 The trade union shall be entitled to hold meetings with employees outside their working hours at the employer's premises.

14.3 The members of the trade union shall be entitled to vote at the employer's premises in any election or ballot contemplated in the trade union's constitution.

14.4 These rights shall be subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property, maintain security, or prevent the undue disruption of work.

14.5 Members of the executive of the trade union, up to the current maximum of 10 members, shall receive time off on full pay for the purpose of attending executive meetings of the trade union.

14.6 The time off shall take effect at 12 noon on the third Friday of every month, and shall apply for the remainder of the afternoon.

14.7 The employer shall grant executive members in their employ an extra 15 minutes for travelling time to the aforesaid meetings.

14.8 Any additional time off for executive members or office-bearers of the trade union shall be negotiated between employer and employee.

15. CLOSED SHOP

No employer who is a member of the employers' organisation shall continue to employ an employee who, while being eligible for membership of the trade union which is a party to this Agreement, is not a member of such union as at date of coming into operation of this Agreement, or who does not become a member of such trade union immediately after accepting employment, or who refuses to become a member of the trade union.

Trade union subscriptions shall not be used for a political purpose of any kind, but shall be used exclusively to advance and protect the socio-economic interests of employees.

16. TRADE UNION SUBSCRIPTIONS AND COUNCIL LEVIES

16.1 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 the Bargaining Council and shall forward the amount so deducted to the Secretary of the Bargaining Council for the Jewellery and Precious Metal Industry (Cape), P O Box 2166, Cape Town, month by month and not later than the 7th of the following month.

16.2 Council levies payable by an employee shall be 2% calculated on the minimum rate applicable to the employee's grade. The employer shall add an equal amount in respect of each and every person employed and falling within the scope of this Agreement.

16.3 When an employee is on paid leave, all 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.

16.4 Interest shall be charged on all arrear moneys.

17. EMPLOYER ASSOCIATION SUBSCRIPTIONS

17.1 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 7th day of the following month.

18. PROTECTION CLOTHING

The employer shall provide free of charge two dustcoats 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 who works in the factory or where machinery is used, and 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.

19. TERMINATION OF EMPLOYMENT OR ALTERATION OF CONDITIONS

- 19.1 During the first 10 working days, not less than one working day's notice in writing may be given by either party.
- 19.2 During the remainder of the probationary period, not less than five working days' notice shall be given.
- 19.3 Thereafter, not less than ten working days' notice shall be given.
- 19.4 An employer shall provide his employee with full-time employment during the notice period prescribed in clauses 19.1 - 19.3 above 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.
- 19.5 The notice referred to in clause 19.1 - 19.3 above shall not run concurrently with and shall not be given during—
- 19.5.1 annual leave;
 - 19.5.2 maternity leave;
- 19.6 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.
- 19.7 Notwithstanding anything else contained in this clause, an employer or employee may terminate the contract without notice by paying the employee or employer in lieu thereof as per the periods described above.
- 19.8 Upon termination of the contract the employer shall provide the employee with a certificate of service.

20. PROBATION

The first 90 calendar days of commencement of employment shall be a probationary period.

21. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES

A copy of this Agreement shall be available at the workplace at all times for inspection by any employee or union representative, free of charge.

22. KEEPING OF RECORDS

22.1 The provisions of section 205 of the Labour Relations Act, No. 66 of 1995, shall apply. 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 specified by regulation (such records being generally known and referred to as a "wages book", "wages register" and UIF cards).

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

23. EXEMPTIONS

23.1 The Council may, having regard to the individual merits of each application, grant an exemption to an employer or employee from this Agreement if—

- 23.1.1 it is fair to the employer, its employees and other employers and employees in the sector;
- 23.1.2 it does not undermine this Agreement;
- 23.1.3 it will make a material difference to the viability of the applicant's business; and
- 23.1.4 it will assist to overcome economic hardship occurring during the currency of this Agreement and will save unnecessary job losses.

23.2 Application for exemption shall be submitted, in writing, to the Secretary of the Council.

23.3 The Council shall determine the period for which and the conditions subject to which the exemption shall operate.

23.4 The Council may, after one week's written notice has been given to the person or persons concerned, withdraw any licence or exemption even if the period for which it was granted has not expired.

23.5 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:

- 23.5.1 The applicant's name;
- 23.5.2 the clause from which the exemption is granted;
- 23.5.3 the period of the exemption; and
- 23.5.4 the conditions relating to the exemption.

23.6 The Council hereby establishes an independent body to hear and decide any appeal brought against:

- 23.6.1 The Council's refusal of a non-party's application for exemption from the provisions of the collective Agreement; and
- 23.6.2 the withdrawal of a non-party's exemption by the Council.

The criteria that must be applied by the independent body in considering appeals are set out in clauses 23.1.1 to 23.1.4.

24. AGENTS OF THE BARGAINING COUNCIL

24.1 The Minister of Labour 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.

24.2 A person shall be appointed by the Council to be an agent to assist in enforcing the terms of the Council's collective agreement.

24.3 The designated agent shall attempt to resolve a dispute or investigate any alleged contravention, and for the purposes of routine inspections, enforce compliance with this Agreement in terms of clause 29 of this Agreement.

24.4 The designated agent shall have all the powers set out in Schedule 10 of the Act.

25. ADMINISTRATION AND INTERPRETATION OF AGREEMENT

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

26. 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.

27. 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.

28. PENSION FUND

28.1 The terms of this clause shall apply in respect of all employees for whom minimum wages are specified in clause 10: Provided that employees who are entering the Industry for the first time or who have previously claimed their Pension Fund benefits may be required to wait three months before contributing: Provided further that employees who have worked in the Industry, or who have not withdrawn their contributors, or who have been retrenched and withdrawn their contributions shall contribute towards the fund on re-employment.

28.2 The Jewellery and Precious Metal Industry (Cape) Pension Fund (hereinafter referred to as the "Fund"), originally established on 1 July 1981 and published in Government Notice No. R. 1133 is hereby continued and shall apply in respect of all employees referred to in 28.1 above who have not reached the age of 63 years in the case of all employees: Provided that any such employee reaching the said age before the completion of five years' membership of the Fund may continue as a member until five years' membership of the Fund has been completed.

28.3 For the purpose of providing employees referred to in clause 28.1 above with pension, life assurance and disability benefits, every employer shall each month deduct from the actual wages paid to the said employees in his employ six per cent of such wage and shall add thereto a like amount, which like amount shall be paid by the employer on behalf of the said employees in his employ.

28.4 The contributions specified in clause 28.3 above shall be transmitted to the Secretary of the Bargaining Council, P O Box 2166, Cape Town, 8000, not later than the seventh day of each and every succeeding month, together with a detailed statement.

28.5 Any overdue amounts shall attract interest and costs incurred in the recovery of such moneys, and the employer shall be handed over to the Financial Services Board.

28.6 In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar of Labour Relations may appoint a trustee or trustees to perform the functions of the Council. The trustee(s) so appointed shall have all the powers vested in the Council for the purposes of this clause.

29. PROCEDURE FOR DISPUTES

29.1 The Council shall take all reasonable steps necessary to ensure compliance with this Agreement.

If it appears that the provisions of this Agreement have been breached then the following procedures shall apply to enforce compliance:

29.1.1 The designated agent of the Council, appointed in terms of clause 24 of this Agreement, shall investigate the alleged breach and attempt to resolve the matter and/or attempt to enforce compliance.

29.1.2 If, upon completion of the investigation, the designated agent has reason to believe that this Agreement has been breached, the agent and the Dispute Committee may endeavour to secure compliance with the Agreement through conciliation.

29.2 If there is a dispute about the interpretation or application, including enforcement of any provision of this Agreement, or any other dispute of right or interest which the Council is empowered and/or required to hear in terms of any legislative provision, any party to the dispute

or any party with a legal interest in the dispute may refer the dispute in writing to the Council.

The provisions of this paragraph shall not limit the power of the Council to conduct investigations and to initiate conciliation and arbitration proceedings at its own instance where the Council believes that a breach of this Agreement has taken place in terms of clause 29.1 above.

29.3 A party referring a dispute to the Council shall satisfy the Council that a copy of the referral has been served on all other parties to the dispute.

29.4 The Council shall attempt to resolve the dispute through conciliation. If the dispute remains unresolved within 30 days of the date on which the dispute has been referred to the Council for conciliation, either party to the dispute may refer the dispute to arbitration.

29.5 If the dispute relates to the interpretation or application, including enforcement, of any provision of this Agreement and the dispute remains unresolved at conciliation—

29.5.1 the Secretary may instruct the conciliator to make an advisory arbitration award and serve the same on the parties;

29.5.2 such advisory award shall inform the party against whom the advisory award is made of the provisions relating to costs as set out in clause 29.5.3 below:

29.5.3 Should a party against whom an advisory award is made refuse to comply with the provisions of that award, and should the opposing party refer the matter to arbitration, the party against whom the advisory award is made shall be liable for the cost of that arbitration in the event of the advisory award being confirmed.

29.6 The arbitration shall be conducted in a manner consistent with prevailing legal principle and with specific reference to section 138 of the Act.

30. APPOINTMENT OF A CONCILIATION AND ARBITRATION PANEL

30.1 The conciliator or arbitrator appointed by the secretary to hear a dispute in terms of clause 29 shall be selected by a panel appointed by the Council.

30.2 The appointed conciliator or arbitrator shall deal with disputes before the Council in accordance with the relevant provisions of the Labour Relations Act as provided for in the Council's terms of accreditation under section 127 of that Act.

31. FIXED-TERM CONTRACTS

31.1 All fixed-term contracts in the Industry shall be subject to the proviso that all the terms and conditions applicable to employees covered by this Agreement shall be equally applicable to fixed-term contract employees.

31.2 However, where employees are entering the Industry for the first time, pension will not be payable for the first three months. Where a fixed-term contract is renewed after three months, or where an employee has been previously employed in the Industry, pension deductions shall be made from the first day of the fixed-term contract.

Signed at Cape Town on this 10th day of June 2003.

D BOLDING

Chairman

BARGAINING COUNCIL FOR THE JEWELLERY & PRECIOUS METAL INDUSTRY (CAPE)

K. MARTIN-EYTAM

Secretary

BARGAINING COUNCIL FOR THE JEWELLERY & PRECIOUS METAL INDUSTRY (CAPE)

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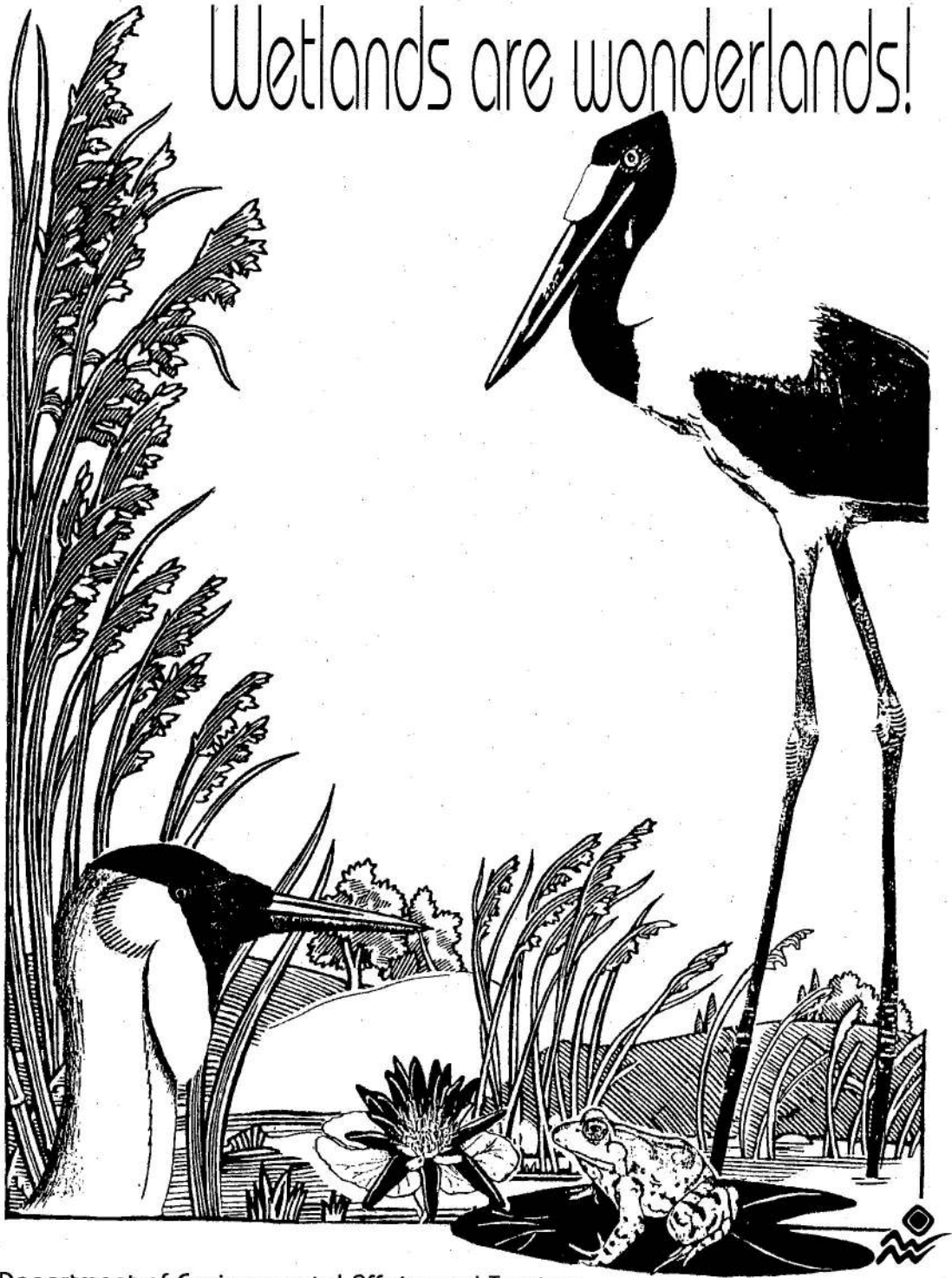
Physical address

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Entrance in Andries Street

Contact details

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Fax: (012) 325-5984
E-mail: infodesk@nlsa.ac.za

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